



**Te Tari Taiwhenua**  
**Internal Affairs**

# **Te Tari Taiwhenua**

## **Department of Internal Affairs**

### **Collective Agreement**

**2024 - 2026**

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# 1. Statement of the parties

## 1.1 Partnership agreement

Te Tari Taiwhenua, the Department of Internal Affairs and Te Tari Mātāwaka, the Ministry for Ethnic Communities, together referenced in this agreement as Te Tari Taiwhenua, aspire to be Public Service leaders and employers of choice, by putting people at the heart of what we do.

The Public Service Association (PSA) aims to ensure employees have well-paid secure jobs with defined career paths and training, on-the-job recognition, respect, and safe, secure and healthy workplaces.

Te Tari Taiwhenua, the PSA and employees recognise that their interests are mutually dependent. Therefore, all parties are committed to work within the principles of the Partnership Principles as outlined in clause 1.3 below.

Te Tari Taiwhenua and the PSA aim to enhance the quality of services provided by Te Tari Taiwhenua, increase job satisfaction for employees, and facilitate the PSA's participation in decision-making within Te Tari Taiwhenua.

To support the partnership Te Tari Taiwhenua is committed to:

- recognising delegate's work through the performance planning and review system
- ensuring managers support delegates
- allocating time for delegates to undertake their role
- engaging early on relevant issues, avoiding surprises, including regular discussions about vacant positions.

The PSA's objective is to build a strong, effective union, working to improve the quality of the Public Service and the employment environment within Te Tari Taiwhenua.

The Relationship Agreement between the PSA and Te Tari Taiwhenua provides the means for PSA delegates and members to be actively involved in the design and delivery of services.

Te Tari Taiwhenua and the PSA agree to train and educate members appropriately, because we believe active involvement of members in the work of Te Tari Taiwhenua and the PSA will increase members' job satisfaction, management quality and the delivery of quality public services.

## 1.2 Principle based collective

The Collective Agreement is principle based and aligns its employment provisions with the principles of Te Tari Taiwhenua and the PSA. The Collective Agreement is based on and inspired by:

- partnership principles
- Te Tari Taiwhenua principles and behaviours

- good employment principles
- pay and employment equity principles.

Each section in the Collective Agreement is organised as an overarching statement, a purpose statement, operating principles, followed by entitlements and references to supporting HR policy. Where there is direct conflict between policies and any explicit term of this Collective Agreement, the Collective Agreement will take precedence.

## 1.3 Partnership principles

Te Tari Taiwhenua and the PSA agree to:

- conduct all dealings in “good faith”
- maintain open and regular communication to keep each other informed on any issues of significance
- problem solve issues of concern promptly
- reach decisions on projects by consensus, where possible, and respect each other’s right to disagree
- share any information that is relevant to the other party, except where there is a specific prohibition
- value Te Tiriti o Waitangi/the Treaty of Waitangi and hold our Treaty partnership responsibilities as fundamental to all activities.

## 1.4 Our purpose

Te Tari Taiwhenua serves and connects people, communities and government to build a safe, prosperous and respected nation.

Tō tātou Whāinga: ko tā te Tari Taiwhenua he whakarato me te hono i ngā iwi, ngā hapori me te kāwanatanga ki te hanga motu haumaru, tōnui, whai mana hoki.

## 1.5 Our principles and behaviours



### We make it easy, we make it work

- Customer centred
- Make things even better

### We're stronger together

- Work as a team
- Value each other

### We take pride in what we do

- Make a positive difference
- Strive for excellence

## **1.6 Good employment principles**

We will be fair and reasonable with one another in our dealings and accept personal responsibility for our actions.

Te Tari Taiwhenua supports the principles of pay and employment equity and will ensure that potential impacts on pay and employment equity will be considered when employment policies and practices are reviewed.

We will demonstrate through service delivery and personnel policies our commitment to Te Tiriti o Waitangi/the Treaty of Waitangi.

## **1.7 Employment types**

Employees employed under this agreement may be employed on a permanent or fixed-term basis. Employees may be employed as either full-time or part-time employees.

Te Tari Taiwhenua may employ individuals on a fixed-term basis as provided for in the Employment Relations Act 2000 and its amendments. Currently this provides that the employee's employment will end:

- on a specific date; or
- on the occurrence of a specific event; or
- at the conclusion of a specific project.

As circumstance may change, a fixed term agreement may be shortened or extended by agreement.

Fixed term employees will be advised of the work they will be undertaking, reason for the fixed term employment, and the end date of their fixed term agreement in their letter of appointment. If the fixed term is covering for an employee on parental leave, they will be advised that the employment end date may be changed based on the return date of the employee.

## **1.8 How to use this document**

The Collective Agreement is supported by more detailed information in the Policies and the Resources areas of 1840 (the intranet).

Where an employee does not have electronic access to the Collective Agreement and the supporting information, they will have access to these documents through their manager or their PSA delegate.

Changes to the HR policies and procedures that impact on the application of this Collective Agreement, will be made by agreement between Te Tari Taiwhenua and the PSA. Such changes will not constitute a variation as defined in clause 2.4 of this Agreement.

## **2. Technical provisions**

### **2.1 Parties**

The parties to this Collective Agreement are:

- The Chief Executive of Te Tari Taiwhenua, the Department of Internal Affairs
- The New Zealand Public Service Association Te Pūkenga Here Tikanga Mahi Incorporated.

This Collective Agreement includes Te Tari Mātāwaka the Ministry for Ethnic Communities, referenced as Te Tari Taiwhenua throughout this agreement.

### **2.2 Coverage**

This Collective Agreement covers all permanent and fixed-term employees who are members of the PSA except:

- employees in remuneration band J and above; and
- tier 3 and 4 Managers; and
- members of the Human Resources team; and
- casual employees; and
- events based employees in Ministerial Offices.

The following terms and conditions of this Collective Agreement do not apply to fixed-term employees:

- management of change clauses 8.3 – 8.12; and
- ex-gratia payment after return to work from parental leave unless an employee on a fixed-term agreement has 12 months continuous service prior to going on parental leave; and
- service recognition provisions where a fixed-term employee has less than 12 months continuous service.

A VIP Transport Service schedule is attached as Schedule A to this agreement to cover terms and conditions specific to VIP Transport.

### **2.3 Term**

This Collective Agreement commences on 19 July 2024 and expires on 31 March 2026.

### **2.4 Variation**

Any or all of the provisions of this Collective Agreement may be varied by agreement between Te Tari Taiwhenua and the PSA. Variations will be ratified by PSA members affected by the changes, using the PSA ratification procedure.

Where agreement on a variation is reached between Te Tari Taiwhenua and the PSA, the variation will be set out in writing and attached to this Collective Agreement.

## 2.5 Intent of agreement

This agreement will not lessen existing terms and conditions, unless specifically agreed.

Te Tari Taiwhenua and the PSA recognise that development of this agreement may have resulted in errors that may alter the original intent. Where errors are identified, it is agreed that the matter will be reviewed as per clause 4.4.

## 2.6 Minimum conditions

Te Tari Taiwhenua and employees may agree to terms and conditions in excess of those contained in this Collective Agreement.

## 2.7 Recognition of previous service

### 2.7.1 Service recognition

Te Tari Taiwhenua will recognise previous service for the purposes of annual leave, long service leave and redundancy (except where specific service recognition provisions are identified) with:

- any organisation listed in the second schedule of the Public Service Act 2020; and
- any Crown Entity (excluding District Health Boards and the Education Service as defined in the Public Service Act 2020 e.g. School Boards of Trustees and Tertiary Education Institutions) listed in the first and second schedules of the Crown Entities Act 2004.

Subject to 2.7.3, previous service will not be recognised where:

- the employee received redundancy compensation from the employing organisation; or
- the service preceded a break in service of more than 18 months (this will not have the effect of reducing service recognised as at the effective date of this agreement).

An employee must apply to have any previous service recognised within six months of commencing employment with Te Tari Taiwhenua. All prospective employees will be informed of the six-month time limit in their letter of offer. Te Tari Taiwhenua will provide employees with reminders to apply for recognition of service within the six-month time period. Any subsequent recognition of previous service will be at Te Tari Taiwhenua discretion.

### 2.7.2 Service recognition for fixed-term employees

Te Tari Taiwhenua will recognise the previous service of fixed-term employees for the purposes of annual leave and long service leave after completion of 12 months continuous service (except where specific service recognition provisions are identified) with:

- any organisation listed in the second schedule of the Public Service Act 2020; and
- any Crown Entity (excluding District Health Boards and the Education Service as defined in the Public Service Act 2020 e.g. School Boards of Trustees and Tertiary Education Institutions) listed in the first schedule of the Crown Entities Act 2004.

Previous service will not be recognised where:

- the employee received redundancy compensation from the employing organisation; or
- the service preceded a break in service of more than three months.

A fixed-term employee must apply to have any previous service recognised within three months after completing 12 months continuous service with Te Tari Taiwhenua.

Fixed-term employees will be informed of the three-month time limit once they have completed 12 months service.

### **2.7.3 Re-entry after absence due to childcare**

An employee who resigns from Te Tari Taiwhenua to care for pre-school children and is subsequently re-employed by Te Tari Taiwhenua is deemed to have interrupted their service rather than to have broken it, provided that:

- the absence does not exceed four years from the date of resignation or five years from the date of cessation of duties to take up parental leave; and
- the applicant provides Te Tari Taiwhenua with evidence that the absence was for the purposes of caring for pre-school children.

Such a period of absence will not count as service for the purposes of sick leave or annual leave or any other leave entitlement.

## **3. Public Service Association provisions**

Te Tari Taiwhenua recognises and appreciates:

- the PSA Te Pūkenga Here Tikanga Mahi as an integral part of the work environment, representing the individual and collective aspirations of its members and employees
- all union delegates, including Māori and Pasifika representatives, and will support their needs and aspirations in being delegates
- the leadership role and contribution union delegates bring to the workplace
- diversity, in all its forms.

## **3.1 Union access**

Union officials (employees of the union) will have reasonable access to the workplace for purposes related to members' employment and other union business, including recruitment, health and safety, collective bargaining, and any other relevant matters. Te Tari Taiwhenua will ensure union officials can meet with employees at reasonable times during work hours. Where possible notice will be provided.

## **3.2 Meetings**

PSA members will have the opportunity to attend PSA meetings, held during work time, to conduct PSA business, including the two 2-hour meetings allowed by the Employment Relations Act 2000.

PSA meetings will be agreed in advance with management, so that business requirements are maintained.

The PSA will give Te Tari Taiwhenua reasonable notice and Te Tari Taiwhenua will not unreasonably withhold agreement for these meetings.

Te Tari Taiwhenua may agree to more time for members for travel over and above the time required for the meeting.

Paid meetings during work time relating to employment issues or collective issues are in addition to the above meetings.

## **3.3 Training and activities**

Te Tari Taiwhenua and the PSA have an agreed Relationship Agreement for PSA delegates which forms part of this agreement. The agreement recognises the right of PSA members to be involved in PSA activities and sets out for members and managers:

- the rights, roles and responsibilities of the parties when PSA members are required to represent fellow union members in employment matters, on working groups and in union structures
- the support Te Tari Taiwhenua and the PSA will provide to ensure the effective operations of delegates in their roles
- processes for the induction for new employees in regard to union membership
- information about the training of PSA delegates.

When delegates are required to attend training or union activities, including paid educational leave, they will plan in advance for this with their manager to ensure that business requirements are maintained.

Union members are entitled to Employment Relations Education Leave (EREL) in accordance with the Employment Relations Act 2000.

## **3.4 Use of equipment**

Te Tari Taiwhenua will provide reasonable access to resources and workplace tools that delegates need to carry out their role. This may include:

- computer with internet access and relevant software
- telephone
- printing and copying
- meeting spaces and conferencing facilities
- noticeboards
- company vehicles subject to DIA policy.

## **3.5 Union deductions**

Te Tari Taiwhenua will deduct authorised union membership fees from pay, remit remit these deductions to the PSA a frequency in line with pay periods and provide a report which covers the members' names and over what period the fees have been deducted.

Te Tari Taiwhenua will advise the PSA whenever deductions cease due to a member leaving Te Tari Taiwhenua or starting a period of leave without pay, and to arrange for the recommencement of deductions when a member returns from a period of leave without pay.

# **4. Employment relationship**

Our employment relationship is guided by the workplace, partnership and good employment principles. We aim to have positive employment relationships at all levels with all groups within Te Tari Taiwhenua and believe we will achieve this best by applying our principles and working together collectively and cooperatively to achieve Te Tari Taiwhenua goals.

Good employment relationships are about personal, colleague and Te Tiriti o Waitangi/Treaty of Waitangi responsibilities.

We acknowledge that Te Tari Taiwhenua is made up of diverse groups of employees that need flexible solutions in order for their needs and issues to be dealt with in a fair manner. Diversity means that sometimes in order to be fair employees may need to be treated differently.

Te Tari Taiwhenua encourages and supports leaders and all employees in building their understanding of various cultural requirements, responsibilities and obligations to enable them to respond effectively.

Te Tari Taiwhenua is committed to promoting diversity through encouraging support networks for various groups within Te Tari Taiwhenua.

## 4.1 Te Aka Taiwhenua/Māori Strategic Framework

Te Tari Taiwhenua and the PSA are committed to Te Tiriti o Waitangi/the Treaty of Waitangi partnership between Māori and the Crown will promote an understanding of partnership and implement Te Tiriti o Waitangi/the Treaty of Waitangi principles in the workplace.

Te Tari Taiwhenua Treaty obligations to employees include:

- ensuring all employees have an appropriate understanding of the needs and expectations of Māori and have the skills, resources and competencies to engage effectively with Māori
- clarification of Te Tari Taiwhenua responsibilities and obligations as Te Tiriti o Waitangi/the Treaty of Waitangi partner and applying this knowledge in our workplace
- recognition of Tikanga Māori, Te Reo Māori and Māori contribution to Te Tari Taiwhenua
- recognition of Māori aims and aspirations and greater involvement of Māori in the Public Service
- increased Māori consultation/participation in the design and development of policies, practices and projects within Te Tari Taiwhenua
- recognising Te Reo Māori by encouraging development in and promotion of Te Reo Māori
- including the Te Tiriti o Waitangi/Treaty of Waitangi and Te Tari Taiwhenua obligations to the Treaty as a standard part of the induction process.

### *Mātāpono | Principles*

Te Tari Taiwhenua principles are:

**Manaakitanga** - Kia akiaki te mānā o te tāngata - To uplift the mana of the people. Manaaki is to show kindness, respect, and hospitality towards others. This principle is about maintaining relationships and ensuring our people are looked after.

**Kotahitanga** - Mā tini, mā mano, ka rapa te whai - By many, by thousands, the work will be accomplished. Expresses values of togetherness, solidarity, collective action reciprocity and respect. Strength in unity.

**Whanaungatanga** - Waiho i te toipoto, kaua i te toiroa - Let us keep close together, not far apart. Kinship and relationships. This principle is nurtured through shared experiences and working together, which provides people with a sense of belonging

**He Tāngata** - He aha te mea nui o te ao, he tāngata, he tāngata, he tāngata - What is the most important thing [in the world]? It is people, it is people, it is people. The people. People are important to what we do and the culture we create. This principle is about all people, internal and external, being important.

The PSA principles are:

**Rangatiratanga (leadership)** – empowering delegates and Māori leadership

**Whanaungatanga (personalise whānau)** – encouraging personalisation (supported and valued as individuals) and high trust. Embracing whakapapa with a focus on building strong workplace relationships that supports connections to whanau, marae, hapu and iwi

**Kaitiakitanga (fair and secure)** – Protection of fair working conditions and a secure future. Protection of Māori to secure fair working conditions and cultural identity. This includes the equal pay, gender pay and kia toipoto principles. Promotion of all things Māori that hold spiritual and cultural significance in Tikanga practices including te reo Māori

**Manaakitanga (health and safety)** – encouraging health and wellbeing in the workplace

**Wairuatanga (promote cultural awareness)** – acknowledging cultural awareness and normalising cultural practices through recognition of te reo Māori, tikanga and kawa

**Whakahiato Umanga (career development)** – providing opportunities for career development and on-going learning

**Whakamana (trust and effectiveness)** – developing effectiveness so that members can perform well, contribute and be productive

**Kotahitanga** - building solidarity and unity to enable all workers to share and participate confidently in the Māori realm.

## 4.2 Gender Pay Principles / Kia Toipoto

Mana Taurite – Equality and equal status creates a diverse and strong workplace.

Te Tari Taiwhenua and the PSA seek to achieve working environments which are free from gender-based inequalities, where all employees can achieve their full potential, irrespective of their gender, ethnicity, disability or other forms of diversity, and that unjustified pay gaps are eliminated. We acknowledge that gender pay gaps for Māori women are also considered and addressed in the context of Te Tiriti o Waitangi.

Te Tari Taiwhenua will undertake specific planning and resourcing to achieve equitable outcomes for Māori.

Te Tari Taiwhenua is committed to implementing the *Gender Pay Principles* and the *Gender Pay Gap Action Plan for the Public Service*.

Te Tari Taiwhenua commits to using the following principles to eliminate all forms of bias and discrimination:

**Freedom from bias and discrimination** – employment and pay practices are free from the effects of conscious and unconscious bias and assumption.

**Transparency and accessibility** – employment and pay practices, pay rates and systems are transparent, information is readily accessible and understandable.

**Relationship between paid and unpaid work** – employment and pay practices recognise and account for different patterns of labour force participation by workers who are undertaking unpaid and/or caring work.

**Sustainability** – interventions and solutions are collectively developed and agreed, sustainable and enduring.

**Participation and engagement** – employees, their unions and agencies work collaboratively to achieve mutually agreed outcomes.

Kia Toipoto<sup>1</sup> – Closing Gender, Māori, Pacific and Ethnic Pay Gaps, Public Service Action Plan 2021-24 builds on the successful Public Service Gender Pay Gap Action Plan and the Gender Pay Principles, but goes further, with specific actions and milestones to address the workplace drivers of gender, Māori, Pacific, Asian and ethnic pay gaps.

Kia Toipoto also aligns with the Public Service Papa Pounamu priorities which are designed to strengthen workplace diversity, inclusion and cultural competency. The three-year goals of Kia Toipoto are to:

- Make substantial progress toward closing gender, Māori, Pacific, and ethnic pay gaps.
- Accelerate progress for wāhine Māori, Pacific women, and women from ethnic communities.
- Create fairer workplaces for all, including disabled people and members of rainbow communities.

The key focus areas of Kia Toipoto are:

- *Te Pono Transparency* – an annual action plan based on gender and ethnicity data and union/employee feedback are developed.
- *Ngā Hua Tōkeke mō te Utu Equitable pay outcomes* – starting salaries and salaries for the same or similar roles are not influenced by bias.
- *Te whai kanohi i ngā taumata katoa Leadership and representation* – plans and targets to improve gender and ethnic representation in the workforce and leadership are agreed.
- *Te Whakawhanaketanga i te Aramahi Effective career and leadership development* – career pathways and equitable progression opportunities support women, Māori, Pacific and ethnic employees to achieve their career aspirations.
- *Te whakakore i te katoa o ngā momo whakatoiwhara, haukume anō hoki Eliminating all forms of bias and discrimination* – remuneration and HR systems, policies and practices are designed to remove all forms of bias and discrimination and are monitored.
- *Te Taunoa o te Mahi Pīngore Flexible-work-by-default* – there is equitable access to flexible working and working flexibly does not undermine career progression or pay.

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<sup>1</sup> [Kia-Toipoto-Public-Service-Pay-Gaps-Action-Plan-2021-24.pdf \(publicservice.govt.nz\)](https://publicservice.govt.nz/assets/PDFs/Papa-Pounamu/Kia-Toipoto-Public-Service-Pay-Gaps-Action-Plan-2021-24.pdf)

### ***Gender and ethnic pay action plan***

Te Tari Taiwhenua and the PSA will work in partnership to develop an annual Gender, Māori, Pacific and Ethnic Pay Gap Action Plan that aligns with guidance and milestones from Te Kawa Mataaho, Public Service Commission, and includes the focus areas of Kia Toipoto. The Action Plan will be reviewed annually to monitor and improve systems and practices to eliminate bias and discrimination.

We will share ideas, engage with members and employees to jointly develop recommendations and initiatives that enable Te Tari Taiwhenua to continue to operationalise the gender pay principles. The plan will be signed off by Te Tari Taiwhenua and made available to all employees via 1840 (the intranet) and will be publicly available on the Te Tari Taiwhenua website.

## **4.3 Positive and safe workplaces**

Te Tari Taiwhenua is committed to ensuring fair and proper treatment in all aspects of employment. We aim to provide a positive and safe working environment free from unwelcome or inappropriate behaviour or discrimination. It is the responsibility of both Te Tari Taiwhenua and employees to behave in a manner that is respectful of others and to demonstrate positive workplace behaviours.

Te Tari Taiwhenua expects employees to behave with integrity. The Code of Conduct and Te Kawa Mataaho, Public Service Commission's Standards of Integrity and Conduct set out the expected standards of behaviour. It is the responsibility of employees to familiarise themselves with these documents.

Te Tari Taiwhenua is committed to developing shared expectations and understanding around what is, and is not, appropriate behaviour at work. It is acknowledged that unwelcome or inappropriate behaviour, discrimination, harassment or bullying can affect a person's health and may reduce their ability to work safely.

The Managing Unacceptable Behaviour policy sets out how we proactively create an environment where unwelcome or inappropriate behaviour is not tolerated in the workplace. Where someone becomes aware of unwelcome or inappropriate behaviour they are encouraged to speak up and report such behaviour – irrespective of whether they are the recipient or a witness. The Managing Unacceptable Behaviour policy provides a range of mechanisms for employees to report incidents, including a confidential reporting option.

Te Tari Taiwhenua has a range of other policies and resources that can support employees, these can be found on the Speaking Up Hub on 1840 (the intranet). They currently include:

- Managing wrongdoing policy
- Disciplinary policy
- Personal grievance policy
- Problem Resolution Process
- Speaking Up Notification Form
- Guide to navigating DIA's Speaking Up policies.

## 4.4 Resolving problems

Te Tari Taiwhenua is committed to treating all people with dignity and respect and building a positive and inclusive culture where people are able to work in a safe environment.

At times problems may arise during the employment relationship. For the employment relationship to be successful, it is important any problems are dealt with quickly and effectively.

If an employee identifies a problem, and they feel safe to, they should raise the issue directly with the person involved, or with their manager (or another manager or Human Resources if the employee is unable to talk to their manager). If an employee needs help to do this they can ask someone to support them such as a colleague, a PSA representative, a manager or Human Resources.

If Te Tari Taiwhenua identifies an employment relationship problem, they will raise it with the employee involved as soon as possible.

The Problem Resolution Procedure provides options for managing problems or raising issues:

- self-solve
- informal intervention or supported self-solve
- formal complaint.

These are not a sequence of steps. The appropriate option is determined, taking into account the circumstances and seriousness of an issue.

If at any time during the problem resolution process either party wishes to proceed in accordance with a tikanga Māori approach on a marae or other location Te Tari Taiwhenua will provide the support needed.

If other cultural support is requested Te Tari Taiwhenua will use their best endeavours to enable that support.

If attempts to deal with a problem directly are not successful, an approach may be made to a mediator. If mediation does not solve the problem the Employment Relations Authority can investigate the problem further, at the request of either the employee or Te Tari Taiwhenua and issue a determination or they may direct the problem back to mediation.

If either Te Tari Taiwhenua or the employee is not satisfied that the problem has been dealt with the problem can be referred to the Employment Court, who may refer the problem back to mediation.

In limited cases there is a right to appeal a decision of the Employment Court to the Court of Appeal.

If the problem is a personal grievance, it must be raised with Te Tari Taiwhenua within 90 days of the action that gave rise to the grievance or within 90 days of when the action was noticed by the employee. For sexual harassment, an employee has one year to raise a

grievance. A personal grievance can only be raised outside this time frame with the agreement of Te Tari Taiwhenua, or in exceptional circumstances.

If at any time an employee or Te Tari Taiwhenua needs further information, they may contact a PSA organiser, or Employment New Zealand on 0800 209020 or [www.employment.govt.nz](http://www.employment.govt.nz).

## 4.5 Performance improvement

When dealing with performance issues, the corrective action required, together with a reasonable period of time to improve performance or change conduct, will be advised by Te Tari Taiwhenua. Consideration should be given to coaching and counselling. If there is no improvement in performance this may lead to disciplinary action being taken. See the [Performance Improvement Policy](#).

## 4.6 Discipline procedures

When dealing with discipline the following principles will apply:

- the employee is to be advised of their right to representation and/or a support person of their choice, including PSA representation
- the employee is to be informed of the issue/allegation in question and be given a reasonable period and the opportunity to provide an explanation or response to the issue/allegation
- an appropriate investigation in accordance with Te Tari Taiwhenua policies/procedures will be undertaken before any substantive action is taken – see the [Disciplinary Policy](#)
- depending on the seriousness of the issue a first warning will normally precede a final warning
- in cases of alleged serious misconduct, the employee may be suspended on pay while an investigation is undertaken. Usually, before suspension is invoked the employee will be given an opportunity to provide submissions as to the appropriateness of the suspension.

# 5. Organisational effectiveness

Te Tari Taiwhenua is able to provide outstanding service because it values its employees and establishes excellent systems and processes. We want employees to perform to the very best of their ability. We believe this happens when they enter Te Tari Taiwhenua appropriately supported and prepared, are well managed, trained and developed, and when necessary, their employment is concluded with dignity.

## 5.1 Appointment process

Transparent, fair and consistently applied appointment processes ensure applicants are fairly treated and the best person for the job is appointed.

Appointment processes will be timely and flexible and should support the following principles:

- open, honest, impartial and transparent recruitment practices
- sufficient information is given to enable a clear and accurate understanding of the job
- selection decisions are merit-based and use specific selection criteria relevant to the key tasks, person specification and competencies required for the job
- the person best suited to the job is appointed to the job (s72 Public Service Act 2020)
- selection decisions do not discriminate (either directly or indirectly) on the basis of race, sex, age, sexual orientation, religious belief, ethical belief, colour, ethnic or national origin, disability, political opinion, employment status, family status or marital status (ss 21 and 22 Human Rights Act 1993)
- personal information is used only for the purpose for which it was collected, disclosed only to people directly involved in recruitment and disposed of when it is no longer required for the purpose of recruitment (s22 Privacy Act 2020)

#### **5.1.1 Appointment review process**

If any employee believes that a fair appointment process has not been undertaken, they have the right to request a review of the appointment through an independent forum.

Where a review is raised Te Tari Taiwhenua will first seek to address the matter informally. If the matter is not resolved and a formal written notification is made, the process set out in the [Appointment Review Policy](#) will be followed in a timely manner.

## **5.2 Induction**

Induction introduces employees to Te Tari Taiwhenua. The induction process ensures employees understand where they fit into Te Tari Taiwhenua, what they can expect of Te Tari Taiwhenua and what Te Tari Taiwhenua expects of them so that they can perform effectively.

The induction process will be comprehensive and specifically tailored to the needs of individuals, teams and business groups. As part of the Induction Day, the PSA will provide new employees with:

- information on the Relationship Agreement
- further opportunity to join the PSA
- a PSA delegate contact.

The implementation of induction will be consistent throughout Te Tari Taiwhenua and will be commenced and concluded with the acknowledgment of Te Tari Taiwhenua and the employee.

## **5.3 Performance management**

Te Tari Taiwhenua will operate a performance management system that aims to provide employees with clarity about what they are expected to achieve, engage them with the organisation and in the work, and ensure they have the skills, resources and support to achieve the required outcomes.

The system is designed to:

- be consistent with Te Tari Taiwhenua workplace values and ways of working
- be easy to use and understand
- be fair, consistent and consistently applied
- be sufficiently responsive and flexible to meet different Branch and role specific requirements
- be linked closely to an employee's job description and the business group's business plans
- emphasise regular and ongoing performance discussions and feedback.
- be based on a shared, no surprises, partnership approach between the employee and the manager
- enable a high-performance culture
- be integrated and aligned with other systems and processes.

## **5.4 Training and development**

Te Tari Taiwhenua wants employees to succeed in their careers within the Public Service and encourages their success by ensuring they are well trained. Employees are more successful when they are supported and share responsibility for their learning. Personal learning and growth translate into Public Service learning and growth.

Te Tari Taiwhenua and employees will identify development needs and Te Tari Taiwhenua will provide a range of development opportunities for employees to succeed in their jobs.

Te Tari Taiwhenua as an equal opportunity employer will provide access for all its employees to learning opportunities related to their professional and career development within Te Tari Taiwhenua.

Employees and their managers share the responsibility for developing and building capability in the workplace. This means working together to agree a learning and development plan which may include:

- coaching and feedback
- learning on-the-job
- involvement in projects
- job rotation
- undertaking higher duties, or new task experiences (e.g. secondments)

- self-study programmes including paid time to complete external qualifications
- internal training programmes
- attendance at courses.

To ensure that the learning and development plan remains current and effective, they shall be regularly reviewed as part of the performance review process.

#### **5.4.1 Study Leave**

Leave may be approved to enable an employee to undertake a course of study to complete qualifications, to attend courses and seminars and to undertake projects which are relevant to Te Tari Taiwhenua.

## **5.5 Remuneration**

Remuneration supports the goals of Te Tari Taiwhenua in attracting, rewarding, retaining and encouraging the development of the talent it needs for success.

Te Tari Taiwhenua remuneration system is based on the key principles of:

- a consistent approach across Te Tari Taiwhenua
- acknowledging that there are a wide breadth of jobs in Te Tari Taiwhenua and Te Tari Taiwhenua needs to compete in a range of markets for talent
- attracting and retaining performers by rewarding them appropriately
- sustainability
- an enduring design
- ease of integrating new functions or organisations
- supporting Te Tari Taiwhenua being an employer of choice
- affordability.

Each job is placed in a job family band, which requires the job to be evaluated, and assessed by comparing it with other jobs in Te Tari Taiwhenua and in the market.

When employees start with Te Tari Taiwhenua or move to another job, they are placed within the pay range based on a combination of skill, competency, performance, and market value. The salary payable is specified in the appointment letter.

#### **5.5.1 Pay ranges**

The pay ranges are available in Schedule B.

#### **5.5.2 Eligibility for annual salary review**

Employees will be eligible for an annual salary review (range movement and step progression) if they commence employment or move job within Te Tari Taiwhenua before 1 April in the review year.

Where an employee commences employment or moves job within Te Tari Taiwhenua after 1 April there will be a maximum of 15 months before they will be eligible for a salary review.

Where an employee commences employment or moves job within Te Tari Taiwhenua after 1 April and their salary after 1 July is below Step 1 of the range as a result of any range movement, their salary will be increased to Step 1 effective from 1 July.

Employees who are on a performance improvement plan are not eligible for a salary review. Where their performance later improves so they are no longer on a performance improvement plan they will receive the appropriate salary review (including step progression) from the day following formal notice that the performance improvement plan has ended.

Employees on a fixed-term agreement with no salary review for the term of that agreement or they have a future dated salary review date are not eligible for a review at 1 July.

### **5.5.3 Annual salary review**

Employees eligible for an annual salary review shall progress through the steps within their band annually, effective from 1 July each year, until they reach the maximum step of the band which is Step 16 at 1 July 2024 and Step 15 (112%) from 1 January 2025.

### **5.5.4 Step progression and adjustment 1 July 2024**

On 1 July 2024, eligible employees will receive one step progression as set out in clauses 5.5.2 and 5.5.3 above.

A \$1,000 gross lump sum payment, pro-rated for people who work less than full-time hours, will be paid to an employee employed at Te Tari Taiwhenua on 1 June 2024.

From 1 July 2024, the minimum rate of pay will be set at \$57,850 gross per annum.

### **5.5.5 Remuneration system changes 1 January 2025**

The following remuneration system changes will be implemented from 1 January 2025:

- New steps from 90% to 112%.
- Steps will be two percent from 90% to 106% then one percent from 107% to 112%.
- Employees will move into the revised system and be moved to the nearest step above their current salary, there will be no movement if an employee's pay is already the same as the step.
- There will be no movement for employees above 112% of the range.

### **5.5.6 Out-of-cycle salary reviews**

An out of cycle review may be considered in limited circumstances such as when:

- a misjudgement was made at recruitment
- retention purposes.

Employees who have an out-of-cycle review after 1 April have a maximum 15 months before they will be eligible for a pay review.

### **5.5.7 Payment of salary and wages**

Salaries and wages shall be paid fortnightly by direct credit to a bank account nominated by the employee.

Te Tari Taiwhenua shall provide to an employee written advice of their gross pay and deductions each time the employee's gross pay or any deduction is altered.

The employee consents to specific deductions being made after Te Tari Taiwhenua consults with the employee, including deductions from salary for leave taken in advance, cost of unreturned property of Te Tari Taiwhenua, any protective clothing or tools, or any debt owing to Te Tari Taiwhenua, whatever it may be.

### **5.5.8 Retirement savings and superannuation**

**KiwiSaver** – Employees are entitled to contribute to KiwiSaver and receive the benefit of a contribution from Te Tari Taiwhenua in accordance with the rules of that scheme. New employees will be automatically enrolled in KiwiSaver when they join Te Tari Taiwhenua if they are not already a member of KiwiSaver.

Te Tari Taiwhenua will continue employer contributions to the KiwiSaver Superannuation Scheme past the age of 65; for employees who reach the age of 65 years whilst employed by Te Tari Taiwhenua.

#### **State Sector Retirement Savings Scheme (SSRSS) and Government Superannuation Fund (GSF):**

- Employees who are contributors to the SSSRSS are entitled to receive the benefit of a contribution from Te Tari Taiwhenua to that scheme in accordance with the rules of their plan.
- Employees who joined the GSF on or before 30 June 1992 may continue to contribute to that Scheme and receive the employer contribution from Te Tari Taiwhenua in accordance with the Government Superannuation Fund Act 1956.

## **5.6 Ending of employment**

Te Tari Taiwhenua accepts that employees leave for a variety of reasons and will act appropriately in each case.

Te Tari Taiwhenua will ensure that the processes and communications are respectful of people. Te Tari Taiwhenua will give as much notice as possible and ensure that any handover is planned and managed effectively. This includes acknowledging and managing the effect or impact on those who remain in the workplace.

One month's written notice shall be given by either party, but this may be varied by mutual agreement.

In the case of serious misconduct Te Tari Taiwhenua may dismiss an employee with a lesser period of notice or without notice.

### **5.6.1 Abandonment of employment**

Where the employee is absent from work for five consecutive days without the consent of Te Tari Taiwhenua or without notification to Te Tari Taiwhenua, they will be deemed to have terminated their employment unless a reason satisfactory to Te Tari Taiwhenua can be given.

Te Tari Taiwhenua will make every reasonable effort to contact the employee, including sending a letter or email to the employee's last known address outlining the employee's obligations, seeking an explanation, and where appropriate, offering assistance. If the employee subsequently provides a valid reason for both the absence and the failure to inform Te Tari Taiwhenua of that reason they will be reinstated.

## **6. Workplace flexibility**

Te Tari Taiwhenua and employees take a flexible approach to when, where and how we work in order to meet personal, customer, service and Te Tari Taiwhenua needs. Workplace flexibility means thinking outside the square, accepting that people are different, being open to new processes, systems, greater self-management and good communication.

### **6.1 Workload management**

Workload management ensures work is allocated fairly and completed efficiently.

Te Tari Taiwhenua will endeavour to match work demands to reasonable work hours. This will involve using different responses according to the needs and abilities of employees, the type of work and the opportunity to develop employees where possible. Participation in reaching decisions will enable ownership.

Should an employee have concerns about their workload, these may be raised with their manager/team leader or PSA representative in the first instance. Should the matter not be resolved, it should be raised with the one-up manager, PSA representative, wellbeing, health and safety representative, or Human Resources representative as appropriate.

When vacancies arise or an employee is on extended leave the manager will advise the team how the work will be managed, whether the position will be filled and will update the team on progress and reallocation of work on a regular basis.

When an employee agrees to undertake work outside their current job the employee and their manager will discuss and agree the work to be undertaken, the duration and whether the employees current work will be reprioritised, moved, or stopped. If the work is deemed to be in a higher band a higher duties allowance will apply, in accordance with the higher duties allowance clause.

When an employee is undertaking additional work, they will meet with their manager regularly (as agreed between employee and manager) to review:

- their capacity to continue to cover the work
- whether any work should be temporarily reprioritised and how that will be done

- any changes to the work
- the employee's wellbeing
- whether the need to undertake the additional work still exists

Good management will ensure that problems are identified and addressed as soon as possible.

### **6.1.1 Family-friendly workplace**

Te Tari Taiwhenua and the PSA support a balance between employees' working responsibilities and their personal and family commitments; the first priority being that operational or business needs are met. This requires flexibility, communication and co-operation by both managers and employees.

Te Tari Taiwhenua acknowledges the responsibilities that many employees have toward their families and will implement flexible employment practices which recognise this, as long as they are consistent with the needs of the business to provide an effective and efficient service as and when required.

Te Tari Taiwhenua is flexible-by-default (subject to particular work content, environment and operational security, privacy, and system access requirements), everyone can explore flexible working options. We promote a flexible work environment that is built on trust and good faith, and which provides flexible work arrangements that best suit each individual, their team and Te Tari Taiwhenua. Information about our flexible ways of working can be found on the flexible working hub on 1840 (the intranet), in the Flexible Working at Te Tari Taiwhenua guide and the Ministry for Ethnic Communities Flexible Working Framework. The guides may be reviewed and updated from time to time in consultation with the PSA.

Flexible working includes flexible hours, remote working, job sharing, part-time working, compressed weeks, working from home and more.

Arrangements may be:

- informal – occasional or casual arrangements agreed between the employee and their manager
- formal – generally longer-term or where the change impacts or changes an employee's terms and conditions of employment. These arrangements are usually agreed and documented by a letter.

Our flexible ways of working approach is guided by the following principles:

**Needs to work for everyone** – all roles have the potential for different ways of working – it's not just "working from home" as there are a range of valid flexible options for our people to balance work and life. We also need to balance this with our people and teams to serve and deliver for New Zealanders, communities and government.

**Not one-size-fits-all** – the diversity of the Te Tari Taiwhenua mahi means that there aren't set rules for flexibility as ways of working will look different depending on the requirements of the role or type of work our employees do.

**Part of who we are** – our ways of working are important to our employees (present and future). They are central to our mātāpono, to our principles and behaviours and to Te Tari Taiwhenua being a high performing organisation and a great place to work.

**Leaders lead out** – our leaders are supported to work with their people to agree arrangements that will work for individuals, teams and the organisation to make it work.

Requests for flexible working arrangements will not be unreasonably withheld.

## 6.2 Hours of work

Te Tari Taiwhenua encourages employees to actively take part in setting priorities, making decisions and coordinating their activities as long as these occur within accepted parameters, contribute to the successful achievement of Te Tari Taiwhenua's goals and are signed off by management.

In line with this, managers and employees are encouraged to make arrangements between themselves on the hours to be worked. The parties accept any such arrangements are to be made according to the principles below, and that the first of the principles is paramount:

- Te Tari Taiwhenua is required to manage its affairs in order to achieve its business goals, serve its customers, operate within the resources available and meet its statutory obligations.
- The needs of employees are important, including the balance between work and personal life, and health and safety considerations.
- Employees are involved in decisions which affect them.

The normal hours of work for full time employees are typically up to eight hours per day, 40 hours per week, with two consecutive days off where possible. Generally, these hours are worked over Monday to Friday. However, different hours and days of work may be required to meet business requirements. The hours of work are specified within an employee's letter of offer.

Specific hours will be mutually agreed between the manager and employee. Any additional hours to be worked are by agreement.

If significant changes are required to meet business needs the change management provisions in this agreement will be followed.

### 6.2.1 Meal and rest breaks

Where an employee's work period is eight hours or less, they are entitled to the following rest and meal breaks:

- where the work period is two hours or more but not more than four hours, one 15-minute paid rest break
- where the work period is more than four hours but not more than six hours:
  - one 15-minute paid rest break; and
  - one 30-minute unpaid meal break
- where the work period is more than six hours but not more than eight hours:

- two 15-minute paid rest breaks; and
- one 30-minute unpaid meal break.

Where an employee's work period is more than eight hours, they are entitled to the following the rest and meal breaks:

- during the work period of eight hours:
  - two 15-minute paid rest breaks; and
  - one 30-minute unpaid meal break
- during the work period beyond 8 hours (the subsequent period):
  - if the subsequent period is two hours or more but not more than four hours, one 15-minute paid rest break
  - if the subsequent period is more than four hours but not more than six hours:
    - one 15-minute paid rest break; and
    - one 30-minute unpaid meal break
  - if the subsequent period is more than six hours but not more than eight hours:
    - two 15-minute paid rest breaks; and
    - one 30-minute unpaid meal break.

A monitoring system may be implemented to ensure time records are accurate and that any changes that are agreed between the employee and the employee's manager are recorded and accessible.

### **6.2.2 Archives New Zealand**

Archives New Zealand business group may wish to enhance access to its services during the term of this agreement by offering extended opening hours to the public on evenings during the week and/or Saturday mornings. If a change to these hours of work provisions is required to facilitate extended hours, Archives New Zealand and the PSA will meet to jointly develop an appropriate variation.

## **6.3 Additional hours**

We recognise that sometimes people are required to work additional hours and acknowledge that when extra time is worked it may be compensated.

We will have prior agreement and approval about what constitutes additional hours, the need to do the hours and how the employee will be compensated. The systems used may differ across Te Tari Taiwhenua but will be clear and easily understood.

For employees below Band G where it is agreed between the manager and employee that additional hours are needed, these additional hours may be considered either:

- overtime payable at the appropriate overtime rate for the hours actually worked;
- or
- time off in lieu on an hour for hour basis, which will be taken at a time agreed between the manager and employee.

Exceptions to this are:

- where the employee has agreed to different hours of work (including extended hours); or
- the employee is working flexible hours to make up 40 hours per week (or 80 hours per fortnight).

Overtime will be compensated by:

- payment at T1½; or
- time off in lieu on an hour for hour basis, which will be taken at a time agreed between the manager and employee.

The VIP Transport Service Schedule A attached to this agreement sets out the provisions that apply to VIP chauffeurs.

Where employees in Band G or above work extra hours, overtime, or time off in lieu are not entitlements but may be considered as options by mutual agreement. Employees should, wherever possible, discuss arrangements with their manager in advance.

## 6.4 On-call and call-back

### 6.4.1 On-call

An on-call allowance is payable when an employee is required by Te Tari Taiwhenua to be available to work, on a rostered basis, as required outside of their regular working day. On-call means that for the duration of the period of on-call duty the employee is required to be:

- contactable; and
- available to return to work at short notice; and
- in a fit state to work.

### 6.4.2 Call-back

Employees required to respond to a call-back while on-call will receive a call-back allowance subject to the conditions set out in the [Allowances Policy](#). The allowance is:

<b>Remote fix</b>
<i>T1.5 of the employee's hourly rate for actual time worked, with a minimum payment of two hours</i>
<b>Return to work</b>
<i>T1.5 of the employee's hourly rate for actual time worked (including travel), with a minimum payment of two hours</i>

Each subsequent call-back during the same daily on-call period is aggregated with the first call-back, and is considered part of the minimum call-back period, until two hours' time worked has been exceeded.

Once an aggregated two hours' time worked has been exceeded payment will be at T1.5 of the employee's hourly rate for the actual time worked.

## **6.5 Flexible working locations**

We take a flexible and business-oriented approach to where we work in order to meet personal, customer, service and Te Tari Taiwhenua needs.

We recognise that because of the nature of the work, your physical work location is not always an office. Te Tari Taiwhenua expectations of your conduct remain the same regardless of your location. Employees will ensure they are careful with work information and property and will maintain high levels of health and safety.

Where for personal or business reasons it is practical to arrange a change in work location each case will be looked at on its merits. To ensure the business continues to operate effectively, consultation and agreement on the practicalities will be required. Provision will be made for regular contact with the office and robust monitoring systems will ensure performance standards are met in all cases.

## **6.6 Allowances**

Te Tari Taiwhenua and the PSA agree on the principle that no employee should either be out of pocket, nor should they profit in respect to any expenses incurred relating to their work for Te Tari Taiwhenua.

### **6.6.1 Expenses**

Te Tari Taiwhenua will reimburse employees for their work-related expenses on an actual and reasonable basis unless the manager and employee agree to apply the allowances set out in Schedule C.

An employee can request an advance payment prior to an expense being incurred.

### **6.6.2 Allowances**

Allowances which may be paid to employees are set out in Schedule C. If an employee and manager agree to apply an allowance, Te Tari Taiwhenua will not be required to reimburse additional expenses incurred over and above the allowance rate. An employee can request that an allowance be paid in advance.

## **7. Health and wellbeing**

Te Tari Taiwhenua is committed to the well-being, health, and safety of all employees. We recognise that a healthy employee is more effective and contributes better to a productive workplace.

Employees make their best contribution when they are encouraged and supported to achieve a balanced and rewarding life. We all have a responsibility to support others to achieve good health and well-being.

Employees are responsible for helping to maintain a safe work environment. They do this by taking reasonable care of their own health and safety, ensuring their actions do not cause harm to themselves or others, and working co-operatively with the Department to address health and safety issues.

## 7.1 Workplace health and safety

We are committed to and have a responsibility for providing a mentally healthy workplace, as defined by [Worksafe Mahi Haumaru Aotearoa](#) and a healthy and safe work environment.

Te Tari Taiwhenua, the PSA and employees will work together to build and maintain a work environment that supports the wellbeing of all individuals. Te Tari Taiwhenua will comply with the Health and Safety at Work Act 2015, and other relevant legislation, regulations, or codes of practice. Our employee participation agreement provides practical guidance to support wellbeing, health, and safety. We will work together with the PSA and employees in the monitoring and continued development of the participation agreement, as well as health and wellbeing initiatives, processes, and systems. All employees are encouraged to actively participate in the development of these.

Te Tari Taiwhenua has policies and processes that ensure a safe working environment. We have a Health and Safety Committee that includes union delegates.

Te Tari Taiwhenua has in place a comprehensive Employee Wellbeing Programme which forms part of our overall strategy for a healthy workplace.

All employees have a responsibility to identify, then wherever possible eliminate, and/or minimize risks or hazards in a timely manner. Each workplace will have known systems and equipment for resolving health and safety issues, including personal security issues, and will have emergency procedures in place with appropriate training. Safety equipment and training on how to use this equipment is provided where required. All employees must be aware of and follow the emergency procedures of the area in which they are working. Employees must report any accident and/or hazard to the appropriate person as soon as possible.

If an employee experiences a traumatic situation in their workplace, they will be provided with access to appropriate professional support.

Te Tari Taiwhenua will have safe return to work processes for people after injury and/or illness.

## 7.2 Work life balance

Te Tari Taiwhenua and the PSA recognise the benefits to employees and the organisation of employees having an appropriate balance between work and other activities. Employees who feel valued, and are able to balance work, family/whanau responsibilities and their personal life, are likely to be more productive workers and make better business decisions. Te Tari Taiwhenua will support and encourage employees to achieve this balance.

## **7.3 Physical work environment**

The physical working environment is appropriate to the work of the business unit and contributes to an employee's well-being and job satisfaction.

Te Tari Taiwhenua and employees have a responsibility to establish and maintain systems for identifying and dealing with issues and for monitoring the physical work environment. The resources that are available will be put to their best use. We will apply the problem-solving approach in the first instance.

If an employee's work environment requires specific safety and protective gear this will be provided by Te Tari Taiwhenua and will remain the property of Te Tari Taiwhenua.

If an employee needs specific equipment to assist them to do their job, they should discuss this with their manager. Equipment will be provided as far as Te Tari Taiwhenua is reasonably able to.

Te Tari Taiwhenua is committed to making reasonable accommodations which recognise that an employee has their own individual circumstances and enables employees to effectively perform their job. Accommodations include but are not limited to changes such as:

- adjusting the work environment
- varying duties, exploring other work opportunities, or providing additional training
- enabling flexible working
- providing or modifying tools and equipment
- amending policies or processes
- a combination of these.

## **7.4 Leave**

Leave provides employees with the opportunity for rest and relaxation, assisting them to achieve balance in their lives.

Leave taking involves management of individual and business needs, and to work effectively requires planning, flexibility and shared responsibility between the employee and manager.

Employees may require leave for a variety of reasons, including sickness, family obligations, bereavement, and cultural responsibilities.

Where employees need to be absent from work, we will find ways to support them and their colleagues, while maintaining service standards.

Nothing in these provisions limits rights or obligations under the Holidays Act 2003 and its amendments.

#### **7.4.1 Annual leave**

Employees are entitled to four weeks annual leave for each 12-month period, pro-rated, if required, to reflect the employee's working week.

Upon completion of five year's recognised service, an employee shall be entitled to four weeks and two days annual leave for each 12-month period, pro-rated, if required, to reflect the employee's working week.

Annual leave is to be taken at a time agreed with your manager taking into account work requirements and your personal preferences. If the timing of annual leave is not agreed, your manager may direct you to take a period of annual leave on 14 days' notice, after consultation, at a time appropriate to Te Tari Taiwhenua's operational needs. In making such a direction the manager will, as far as practicable, consider your wishes in the matter.

You are expected to use all annual leave within 12 months of the date of entitlement and your manager will work with you to plan your leave to ensure that this happens.

Employees may be granted anticipated annual leave proportionate to the leave earned toward their next entitlement. Employees may be permitted to anticipate up to half of their annual leave entitlement. If the employee's leave balance is negative when their employment with Te Tari Taiwhenua ends the equivalent leave balance will be deducted from their final pay after consulting with the employee.

Payment for annual leave is calculated in accordance with the provisions of the Holidays Act 2003.

An employee will be paid in the pay period that relates to the period during which the leave is taken.

For the purposes of this section service includes previous service as defined in clause 2.7.

#### **7.4.2 Long service leave**

After completing a period of five years' service, an employee is entitled to one week of long service leave.

An employee is then entitled to one week after each following period of five years.

Long service leave is to be taken at a time agreed with your manager taking into account work requirements and your personal preferences as provided in the Leave policy.

Long Service Leave is to be taken before the next long service leave entitlement is due or it is forfeited.

For those employees who already have an entitlement to Long Service Leave as a result of previous collective employment agreements, this provision will not reduce that entitlement, and neither will this provision allow for periods of service to be counted twice for long service leave.

For the purposes of this section service includes previous service as defined in clause 2.7.

#### **7.4.3 Public holidays**

Employees are entitled to 12 public holidays if the holidays fall on days that would be working days for the employee. Business requirements may mean that a position's hours of work does not include Monday as a normal working day. Full-time employees employed in such positions are entitled to an alternative paid holiday when the public holiday falls on a Monday.

Employees may be required to work on a public holiday, and if they do, they will be paid for the time worked at the rate of T2 (in total) of their relevant daily pay. As long as it is a scheduled working day, an employee will also be entitled to another paid holiday on an agreed date, or failing agreement, on a date of the employee's choice, having regard to what is convenient to Te Tari Taiwhenua.

#### **7.4.4 Te Tari Taiwhenua holidays**

Te Tari Taiwhenua provides employees with three days holiday between Christmas and New Year.

If employees are required to work on a Te Tari Taiwhenua holiday, their business group will have processes in place that will ensure business requirements are met and balanced with employee needs. Businesses may manage this situation differently.

Ministerial Office employees will receive two additional days in an election year for recognition of contribution of work leading up to a general election.

#### **7.4.5 Sick leave (including domestic leave)**

##### ***Sick leave - personal***

The standard sick leave entitlement is 15 days each year, which can accumulate to 260 days. This entitlement can be used for sick leave or domestic leave purposes. Sick leave is provided to employees to enable them to take time off work if they are sick, injured or to attend medical appointments.

Te Tari Taiwhenua has expressed confidence that employees will take only the amount of sick leave they require to regain health. Sick leave is to be administered fairly by managers and utilised responsibly by employees. Abuse of sick leave will constitute misconduct and will be subject to disciplinary procedures.

To assist with the smooth running of Te Tari Taiwhenua, employees will provide advice of their absence to their manager as soon as possible.

Absences of less than two hours will not be recorded against sick leave. Absences of six hours will be recorded as a full day. Absence recording will be pro-rated for part timers.

##### ***Sickness while on annual leave or long service leave***

Employees will be granted sick leave for illness or injury that occurs during a period of annual or long service leave. A medical certificate may be required.

### ***Domestic leave***

Domestic leave is primarily used to cover situations where an employee has to care for a person who is dependent on, or who becomes dependent on the employee due to illness or accident. The same conditions as relating to long-term illness will apply.

A medical certificate may be requested, and Te Tari Taiwhenua will treat the amount of domestic leave taken as sick leave but will record it as dependent sick leave.

#### **7.4.6 Guidelines for limits and misuse of sick leave**

Where there are concerns about the amount of time taken, or the authenticity of an employee's absence on leave, the manager may review an employee's leave status. Reviewing an employee's leave status ensures that managers can openly discuss and, where applicable, assist and act with employees on problems that are contributing to their time off work.

Prior to any decisions, the manager will meet with the employee (and their representative if necessary) to discuss the reasons for absence.

There are a variety of options for managing sick leave, which may be applied according to the employee's particular circumstances, including:

- an employee may be required to produce a medical certificate, and/or undergo an examination by a registered medical practitioner nominated and paid by Te Tari Taiwhenua; or
- an employee may be offered assistance through the Employee Assistance Programme in the case of stress, financial, family or relationship problems; or
- provisions for re-entry back into the workplace including rehabilitation, reduced working hours, flexible working locations, other duties (depending on the nature of the absence a medical certificate may be required); or
- an employee may be put on unpaid leave.
- where Te Tari Taiwhenua requires a second medical opinion, it may direct an employee to undergo an examination by a registered medical practitioner nominated and paid for by Te Tari Taiwhenua.

Where it is established that an employee has not used leave in a responsible manner, disciplinary action may be taken in accordance with due process.

In more serious instances the employee will be subject to formal disciplinary action in accordance with the [Disciplinary policy](#).

#### **7.4.7 Medical certificates (applies to sick and domestic leave)**

Employees may be required to provide a medical certificate to support absences of more than five working days of sick leave or domestic leave.

Employees may be required to provide a medical certificate to support absences of five days or less if Te Tari Taiwhenua meets the employee's cost of the medical certificate.

Where a certificate has been required by Te Tari Taiwhenua and it is not produced or does not support an employee's absence, Te Tari Taiwhenua may refuse payment for these absences.

If the employee is required to provide a medical certificate, they may contact a PSA delegate for advice.

#### **7.4.8 Long term or terminal illness and incapacity**

Te Tari Taiwhenua will always do its best to provide continued employment when employees are prevented from attending work owing to long term or recurring illness or injury. There is, however, a limit on how long a position can be kept open. Te Tari Taiwhenua also recognises that there are times when employees are unable to continue in their roles for medical reasons. Long term illness and incapacity will be addressed in accordance with policy.

Te Tari Taiwhenua recognises that employees, or a dependant, with a terminal or long-term illness requires support and flexibility to manage their affairs, potential options may include paid special leave. Te Tari Taiwhenua will support these situations with sensitivity and dignity.

#### ***Retirement on medical grounds***

An employee may apply to or be required to retire on medical grounds if, as a result of either physical or mental ill-health, the employee becomes incapable of the proper ongoing performance of his/her duties.

Where Te Tari Taiwhenua agrees or requires that an employee should retire on medical grounds, in addition to being paid in lieu of notice, the employee has an entitlement to 65 days ordinary pay.

#### ***Compassionate grant***

In the event of the death of an employee, Te Tari Taiwhenua may make a cash payment of 30 days ordinary pay to either:

- the surviving partner
- dependent children
- the estate of the deceased employee.

#### **7.4.9 Bereavement/Tangihanga leave**

We recognise that grief affects people differently and cultural responsibilities vary between different communities. It is a stressful time so manaakitanga and care for wellbeing is a primary concern before, during and after the tangihanga/bereavement. We acknowledge that responses to bereavement are an individual experience, and we will treat you with respect, dignity, and empathy.

For our diverse communities in Aotearoa there will be different cultural expectations and customs to be aware of at this time. We acknowledge that you may need time to deal with responsibilities and obligations and to pay respect to the tupāpaku/deceased. This may include time for arranging the ceremony or particular cultural requirements – for example

your position in the whanau (family), for Pacifica employees especially if they hold a cultural title, or where you must take significant responsibility for any or all the arrangements to do with the ceremonies resulting from the death.

This leave includes your attendance at all or part of a tangihanga, hura kōhatu, funeral or equivalent event.

Modern whanau may contain many relationships other than blood and marital ties. It is recognised that close associations can be formed between all sorts of people including friends, ex-partners, whāngai, business or work associates, mentors, or someone the person has mentored as examples.

The loss of a pregnancy, termination, miscarriage or still birth is also recognised for bereavement leave.

The following are **minimum** entitlements however, each employee's needs and circumstances will be considered in a sensitive way, taking into account travel commitments and responsibilities:

- three days' paid leave on the death of family member
- one day's paid leave on the death of any other person to which you have a close relationship
- one day's paid leave to attend an unveiling.

If additional time is required due to your circumstances, for example the need for a longer period away from work to settle an estate your manager may consider flexible working, remote working, extending bereavement leave or using other types of leave including special leave.

Attendance or participation may occur virtually as well as in person.

When considering paid time off, the decision will be made as quickly as possible and shall take into account reasonable travel needs in New Zealand and overseas.

Where an employee suffers a bereavement while on another form of leave, except for public holidays, that period of leave will be recorded as tangihanga/bereavement leave.

Palliative care may form a part of the grieving process and whānau whānui may gather to be with their relative when they pass. We will discuss the appropriate leave options with you, which may include special leave.

#### **7.4.10 Special leave with or without pay**

From time to time at Te Tari Taiwhenua's discretion, an employee may be granted special leave with or without pay. Requests will be decided on a case-by-case basis.

Unless agreed in writing between Te Tari Taiwhenua and employee prior to going on leave, placement on return from special leave without pay of more than three months cannot be guaranteed. An employee who cannot be placed in employment on return will be given one month's notice in writing that the employment relationship is to be terminated.

The employee will be notified in writing as soon as practicable, prior to going on leave, of the terms and conditions relating to special leave and possible return to work arrangements.

While on special leave without pay of more than 25 working days annual leave and sick leave does not accrue.

Leave without pay interrupts but does not break service.

### ***Meeting cultural responsibilities***

Te Tari Taiwhenua embraces the diverse backgrounds, experiences, and perspectives of employees. We are committed to creating and maintaining an inclusive and collaborative work environment.

This means we will seek to understand and support the personal and cultural responsibilities that all employees are managing. We specifically recognise Māori cultural responsibilities as per Te Tari Taiwhenua commitment to partnership under Te Tiriti o Waitangi, the cultural responsibilities of our Pasifika employees and employees of other ethnicities.

Personal and cultural responsibilities may be because of an employee's position in their whānau/aiga (family) hapu and iwi, or to their community.

Employees may seek leave without pay for the purposes of connecting with or contributing to iwi, hapū and whānau or participating in Te Matatini, waka ama, or to meet responsibilities connected to marae and/or urupa, or for te reo Māori learning.

Employees may also seek leave for other cultural events such as Pasifika festivals, Diwali, Ramadan, Chinese New Year, dragon boating, or to fulfil religious responsibilities such as temple or mosque responsibilities.

Employees are encouraged to have ongoing conversations with their manager to agree an approach for when these circumstances arise.

Any request will be decided on a case-by-case basis, but approval should not be unreasonably refused. Wherever possible employees will be supported to meet their personal and cultural responsibilities with flexible working or leave, which may include using annual leave or providing either paid or unpaid special leave. Any unpaid leave interrupts but does not break service. If longer periods of leave without pay are required, the normal process for applying for leave without pay applies.

### ***Adverse events***

In the event of an adverse or major event e.g. a natural disaster, a pandemic, severe weather events or an emergency situation, Te Tari Taiwhenua in its incident management response, will consider:

- safety and security of employees
- advice and guidance issued from relevant authorities
- operation of essential services
- security of property, assets and records

- continuing business operations (including working from alternative sites or at home), as far as is reasonably practicable
- government requirements (for example recommendations to stay at home, isolation orders)
- any other relevant information.

In the event that Te Tari Taiwhenua decides that an adverse event requires the temporary closure of a worksite and/or where employees are available and willing to work but where no work is available or no other alternative working arrangement is practicable (for example, the work may only be done on site), Te Tari Taiwhenua will determine, in consultation with the PSA, whether special paid leave will be granted.

When conditions make travel to work inadvisable or where a concern for personal safety is raised with the manager, it may be agreed that it is more appropriate for an employee to work from home or at another suitable location. Where this is not possible, alternative options such as annual leave, leave without pay, or paid special leave will be considered and may be granted at Te Tari Taiwhenua discretion.

An employee who is required to take sick leave as the result of a pandemic related illness, is subject to particular government requirements to stay home and has no further sick leave, may be granted paid special leave at Te Tari Taiwhenua discretion.

Paid special leave or flexible working may also be granted at Te Tari Taiwhenua discretion where, as a result of an adverse event, an employee needs to make immediate arrangements to enable them to clean-up or repair their home or property, to provide for the care of children or other dependents or to complete other activities that help with the recovery

#### ***VIP Chauffeurs rosters affected by adverse events***

In the event of an adverse or major event for example a natural disaster, pandemic, severe weather events or an emergency situation, the VIP Regional Manager and the PSA Organiser will meet as soon as practicable to discuss the implementation of rosters and changes to hours of work if needed. Any changes to terms and conditions relating to rosters or hours of work will be by agreement with the affected employees.

#### ***Jury service***

Employees may be granted paid leave for jury service. Employees may retain the expenses, but all jurors' fees are to be paid to Te Tari Taiwhenua unless you elect to take annual leave or leave without pay in which case the fees may be retained.

#### ***Witness leave***

If an employee is called as a witness in a private capacity for a criminal or traffic case up to three days paid leave may be granted. Employees can recover fees and expenses from the party calling the witness and repay the fees to Te Tari Taiwhenua.

If an employee is called as a witness in a private capacity for other than a criminal or traffic case, annual leave or leave without pay may be granted. Employees will pay any expenses incurred and can retain such fees and expenses as may be awarded by the Court.

#### **7.4.11 Community service and voluntary service leave**

Special leave with or without pay may be granted for a range of other reasons, including Community service and for Voluntary Service (Military) Leave.

#### **7.4.12 Parental leave**

Parental leave will be granted in accordance with the provisions of the Parental Leave and Employment Protection Act, 1987, except where specifically varied in this agreement. More information about parental leave entitlements are provided in the Parental Leave policy.

Leave continues to accrue while employees are on parental leave. On return from parental leave any annual leave taken will be paid in accordance with Section 21 or 22 of the Holidays Act.

The additional provisions below only apply to permanent employees.

On at least one month's written notice, an employee will be entitled to unpaid parental leave of up to 18 months, provided that they have worked for Te Tari Taiwhenua for at least 12 months before the expected date of delivery or date of adoption. If the employee has worked for Te Tari Taiwhenua for less than 12 months, they will be entitled to leave of up to 6 months.

#### ***Ex-gratia payment***

Employees who return to work before or at the end of their Parental Leave (including the partners leave of up to two weeks covered under the Parental Leave and Employment Protection Act 1987) and complete a further six months service will qualify for an ex-gratia payment of the smaller of either:

- the equivalent of six week's leave on pay, based on the rate that applied for the six weeks immediately before going on parental leave; or
- equal to the number of working days leave taken.

This payment may be paid either:

- as a lump sum after the completion of six months service after returning from parental leave or,
- in fortnightly instalments for the first three fortnights following their return to work subject to the employee agreeing that should they leave prior to the completion of six months service after returning from parental leave, they will repay the ex-gratia payment in full following consultation with Te Tari Taiwhenua.

Fixed-term employees who have completed 12 months continuous service prior to going on parental leave are eligible to receive the ex-gratia payment.

The above payment does not apply if an employee's partner receives a similar ex gratia payment from Te Tari Taiwhenua or another state sector employer. The employee is required to advise Te Tari Taiwhenua if this is the case.

### ***KiwiSaver contributions***

Where an employee is a member of KiwiSaver at the time they go on parental leave Te Tari Taiwhenua will make a lump sum payment to their KiwiSaver on their return to work.

The lump sum payment is the amount of the employer KiwiSaver contributions for the period the employee is receiving paid parental leave, up to a maximum of 26 weeks. This payment is based on the employee's salary (pro-rated for part-time employees) at the time of going on parental leave.

Fixed term employees are eligible to receive this payment if they have 12 months service prior to taking parental leave and they return to work at the end of their parental leave.

#### **7.4.13 Family harm**

##### *Kaupapa - Manaakitanga*

*Manaakitanga helps to express and demonstrate how we care about each other's well-being that is supported by whānau, hapū and iwi to enhance a culturally safe practice for all workers in the workplace particularly Māori.*

Te Tari Taiwhenua recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance, performance and/or their safety at work. Te Tari Taiwhenua is committed to supporting employees that experience or are at risk of experiencing family harm or abusive behaviour and employees seeking to deal with their own violence.

This means supporting employees who are experiencing family harm to ask for and receive confidential help and support, including access to appropriate help. Family harm includes physical, sexual, financial, verbal or emotional abuse or threats of abuse. Proof that family harm is occurring or has occurred is not required.

Employees who are experiencing family harm are encouraged to raise it with their manager or human resources. An employee may also go through a support person, such as a PSA delegate, family harm response coordinator, family harm champion or colleague. An employee can request support no matter when the family harm happened.

All personal information concerning family harm will be kept confidential. No information will be kept on personal files without the employee being notified. The employee's view and permission is sought and given before information is shared with other people (e.g. security guards, receptionists).

No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family harm. Employees and their manager may work together to agree how normal working duties may be fulfilled.

Where appropriate, consideration will be given to flexible working options and other workplace support such as changing telephone numbers or workstations, screening incoming calls or enforcement of a protection order.

For a person who has caused family harm, support will be given to address their behaviour. This may include:

- referrals to specialist support services
- granting leave, when appropriate.

#### ***Leave***

An employee experiencing family harm can access ten days paid leave per year for medical appointments, legal proceedings, counselling sessions and/or other matters related to the family harm. This leave includes supporting a child who lives with the employee normally or periodically and is affected by family harm. Should an employee exhaust their entitlement to leave under this clause, they may be able to access special leave (an employee is not expected to use up other leave first).

#### **7.4.14 Shift leave**

Shift workers are entitled to receive one week of shift leave per annum, in addition to their annual leave entitlements. Shift leave will be taken at times agreed, wherever possible.

#### **7.4.15 Closedown**

Where Te Tari Taiwhenua closes down over Christmas and New Year employees are required to take no more than three days as annual leave in addition to the DIA holidays provided in Clause 7.3.4. Where an employee has no leave available those days shall be either anticipated annual leave, leave without pay at the employees request or another working arrangement. Decisions will be made on a case-by-case basis taking into account health and safety, availability of work and cost.

Te Tari Taiwhenua will confirm the closedown period by 1 July each year.

## **8. Management of change**

### **8.1 Scope of these provisions**

The work that we do and the way that we do it is subject to ongoing change. Managers, employees, and the PSA all have an interest in ensuring that change is managed in a way that ensures Te Tari Taiwhenua can deliver on its business goals and that the process is respectful of people and the best outcomes are reached for all parties.

Change happens in response to a variety of circumstances, including:

- the impact of Government policy, legislation, or budgets

- continuous improvement to quality and delivery of service, for example the assessment and development of better work practices, structures, technology or processes.
- changes such as moving employees from one team or business group to another, change in reporting line
- change in work practices
- changes to jobs that may happen in different ways, ranging from minor evolutionary change, to major change at a point in time

The nature and scale of change can take a variety of forms and therefore the process of change can vary in terms of approach and timing.

The parties agree that the process of change is ongoing, and the best change is made with effective engagement with the workforce the change may affect.

In this clause, references to ‘impacted’ means that there may or will be some changes to the jobs employees do, or the way that they do them, but these may be minor in nature or scale such as changes to reporting lines or business operating hours (with the exception of clause 6.2.2).

References to ‘affected’ means that the job that an employee occupies is being disestablished or changed significantly or there is a significant change in location.

There will be an opportunity for employees and the PSA to request a review on the outcome of a review or change process at 12 months of implementation. See clause 8.11.

## **8.2 Principles for reviews and change processes**

The parties agree that they will be guided by a set of principles for managing any change process. There are also a number of fundamental obligations and entitlements that need to be met in all circumstances where jobs are affected by change.

The following principles will guide the approach to be taken in any change situation:

- the primary focus of managing a review or change is to retain people and jobs, which will be achieved through the maximum utilisation and development of the skills and experience of current employees
- managers will engage with employees and the PSA early where a review or change is being contemplated, this will include being explicit, when it is known, about whether or not a review may lead to a change programme
- the process is transparent, fair, equitable and allows for choice
- the parties will aim to engage openly, honestly, and constructively throughout the process
- as much information as possible will be provided
- the input of employees is valuable and valued
- support will be provided to employees to assist them through a review or change

- there will be a focus on quality service to customers throughout and after a review or change process.

## **8.3 Initial review or change process discussion (prior to engagement, consultation, and decision-making in clause 8.4)**

Following notification of a proposed review or change, the PSA lead organiser, co-convenors, or whomever else is deemed appropriate by the PSA, and Te Tari Taiwhenua representatives will meet to discuss the following matters:

- the scope of the review or change, including whether the change falls under the management of change clause of this agreement
- whether a terms of reference is required
- the process of consultation with members
- time required for delegates to support the process
- whether external people or organisations will be involved in the process
- what cultural considerations have been or will be taken into account in the review or change process
- the process for the review or change including enabling genuine opportunity to provide input into the development of workshops, drop-in sessions, individual interviews, expression of interest criteria, roadshows etc
- any use of attrition or fixed term agreements to assist in the management of the change situation
- timeframes for the review or change process (including when information will be shared with the PSA)
- the process for reconfirmation and reassignment including ring fencing jobs
- whether voluntary redundancy may be considered
- how employees who have been acting in or seconded to other jobs for longer than twelve months will be managed in the process
- a communications plan that will support the change process
- how preference may apply to other vacancies that are available at the time.

This will enable the PSA to have a genuine opportunity to provide input into the development of and participate in the review/change process.

In the development of the review/change process, Te Tari Taiwhenua and the PSA will endeavour to reach agreement.

## **8.4 Engagement, consultation and decision making**

### ***Engagement***

When the decision is made by Te Tari Taiwhenua to proceed with a formal change process, management and Human Resources will advise and engage with the PSA lead organiser, co-convenors, or whomever else is deemed appropriate by the PSA, at least ten working days prior to sharing details of the change proposals with employees, on the:

- draft proposals
- process and timeframe for consultation with members with the intention on agreeing a reasonable timeframe with the PSA
- draft job descriptions (new and amended) – best endeavours will be made to provide draft job descriptions prior to consultation including the tentative job family and pay band
- details of their members, providing a list of members to the extent membership status is known to Te Tari Taiwhenua
- impact of the change on these employees, including:
  - how the jobs or impacted/affected employees will be treated in the change process (for example ring fencing jobs)
  - how employees who have been acting in or seconded to other jobs for longer than twelve months will be managed
  - how preference may apply to other vacancies that are available at the time.

### ***Consultation***

The purpose of consultation is to allow employees to have the opportunity to provide input to support and/or influence the change proposal directly and/or through the PSA. When consultation commences:

- the consultation document will be provided to employees
- there will be an opportunity for employees and the PSA to provide feedback within a meaningful timeframe as discussed with the PSA.

The views of employees and the PSA will be taken into account.

Te Tari Taiwhenua recognises that feedback can be provided in formats other than written and will enable oral submissions upon request, including where the PSA wishes to speak to their collective submission.

Where significant changes are made to the change proposal it may be appropriate to undertake a subsequent consultation on those changes. This consultation may be with a specific group of people depending on the revised proposal. The PSA will be provided with the opportunity to discuss the timeframes for consultation before the updated proposal is released.

After having genuinely taken into consideration all the feedback received through consultation, Te Tari Taiwhenua will provide the PSA lead organiser co-convenors, or whomever else is deemed appropriate by the PSA, with the final approved change documentation. Te Tari Taiwhenua will provide a draft of the final approved changes to the PSA, on a PSA/delegate only basis, at least five working days (note this can be increased based on the impact of the change process and as discussed with the PSA) before it is presented to impacted/affected employees. The PSA will be invited to meet to discuss the final decisions and have the opportunity to raise any concerns.

## 8.5 Implementation when people are affected

The PSA and employees who have been identified as being affected by organisational change will be consulted over the implementation process, and permanent employees will have a preferential right of appointment to vacancies within the branch and will be advised in writing of their preferential status.

The process will include:

- identification of employees affected or impacted by the change
- an effective communication process
- a timetable for implementation
- support services such as EAP, counselling, budgeting advice, CV writing, interview skills
- consideration of attrition, holding vacancies, fixed-term arrangements
- consideration of these options:
  - reconfirmation
  - reassignment (including appointment process)
  - appointment to another job
  - voluntary redundancy
  - other agreed options
  - redundancy
- a review mechanism (for reconfirmation and reassignment).

Proposed reconfirmations will be consulted on as part of any proposal for change.

The following sections provide details of these options as they apply to permanent employees.

### 8.5.1 Reconfirmation

Reconfirmation is where an employee's existing job is compared to jobs in the new structure (within or outside Te Tari Taiwhenua) to determine whether they are the same or nearly the same. Reconfirmation applies when there is one clear employee where:

- the new job description is the same or nearly the same as the job the employee currently does

- the salary band is the same
- the terms and conditions, including career prospects are no less favourable; and
- the location is the same or in the same vicinity.

New job descriptions will be available prior to the commencement of this process.

Where there is one preferential applicant who is a clear candidate for a job that is to be transferred into a new structure and/or a different business unit within Te Tari Taiwhenua then the preferential applicant will be reconfirmed in that job.

Where there is more than one employee for the job, the job will be advertised among the affected employees (through the reassignment process) and an appointment will be made using the appropriate appointment procedures (contestable process).

The reconfirmation process will be completed prior to the announcement of the final decisions for the new structure wherever practicable.

Where an employee is offered reconfirmation and does not accept it, no redundancy compensation will be payable.

### **8.5.2 Reassignment and expressions of interest**

Reassignment is the process of placing employees who have not been reconfirmed into a job in the new structure into suitable alternative jobs. A suitable alternative job is one:

- that involves clearly defined duties and responsibilities that are not unreasonable taking into account the employee's skills, knowledge, and experience
- where the employee could reasonably be expected to carry out those duties with a reasonable amount of training and development – the training and development required and how this would be delivered would be discussed during the offer/acceptance process
- where the location of the new job is in the same local area
- where the employee's salary is in the same or a higher pay band
- where the other terms and conditions are no less favourable overall.

Where an employee's skills, knowledge and experience meet the requirements of a job in the new structure and there is no other identified employee who could fill this job, an employee may be offered direct reassignment into this job. Where possible this will be identified in the consultation documentation and the employee advised.

Employees may choose to identify personal circumstances (including career aspirations) which Te Tari Taiwhenua will consider before deciding to offer reassignment.

Where an employee is offered direct reassignment and disagrees with the suitability of the new job, they may seek urgent mediation assistance if unable to resolve with their manager in the first instance. The employee is able to be supported by a representative/PSA at these discussions. If a mediation process occurs, a reasonable period of time will be given to the employee to decide whether to accept the offer. If the job is a suitable alternative and the employee does not accept the offer no redundancy compensation will be payable.

Where an employee is offered an alternative job that does not meet the criteria set out above and does not accept the offer then that employee will still be entitled to receive redundancy compensation, should they remain unplaced after all other options have been exhausted.

### ***Expression of interest process***

The expression of interest process is designed to support the placement of impacted/affected employees into jobs by enabling the employee to set out their preferences for vacancies that remain following the reconfirmation process. The process is designed to provide certainty as soon as possible, while maintaining fairness and transparency for employees and representatives.

There are two types of expressions of interest process:

- **non-contestable expression of interest** – when there are an equal number (or less) affected employees to suitable vacancies. Affected employees may be asked to submit an expression of interest to demonstrate that they have the skills required to fill a ring-fenced vacancy. Where their skills match the requirements of the vacancy, they will be offered reassignment to that job. An interview and/or other form of assessment may also be used to identify that they have the skills required to fill a ring-fenced vacancy.
- **contestable expression of interest** – when there are more affected employees than suitable vacancies. Affected employees will be asked to submit an expression of interest to demonstrate they have the skills required to fill the vacancy(s). An interview and/or other form of assessment may also be used to identify which employees are best suited for an offer of reassignment to available vacancies

The expression of interest process will set out:

- the jobs that will be offered without the need for a selection process, including where appropriate the rationale for any view that the identified jobs in the new structure align with identified jobs in the old structure
- clearly stated selection criteria for placement into jobs with the focus on the skills, knowledge, attributes, qualifications and experience each job requires
- the selection process and criteria for matching employee preferences for jobs
- the weightings (if applicable) to be applied to the various components of the selection approach (e.g. interview vs self-assessment, etc)
- who is able to participate in the process
- the timetable for each stage of the process
- how personal circumstances can be raised in order to be taken into account
- how voluntary relocation opportunities might be made available during the process.

Employees have an agreed period of time within which they can identify their preferences. Once this period has expired, the options identified cannot be changed, except in exceptional circumstances, which will be discussed between Te Tari Taiwhenua, the PSA and the employee.

Following the selection process, impacted/affected employees may be made a provisional offer of:

- placement into a job they expressed an interest in; or
- another option identified through the expression of interest process.

Employees will have a specified period during which they must respond to the provisional offer made to them. An employee's personal circumstances, including career aspirations, should be taken into consideration in determining whether the job is a suitable alternative job.

Confirmation of reassignment will be made once any review period or formal review process (see clause 8.6 Review procedure below) has been completed.

Where an employee is offered a suitable alternative job as defined above and does not accept it, no redundancy compensation will be payable.

Where an offer is not made a discussion about the outcome of the expression of interest process may be held with the employee.

### ***Voluntary redundancy***

Where there is a contestable expression of interest process as a result of a government required change process, Te Tari Taiwhenua may seek expressions of interest, on a without prejudice basis, for voluntary redundancy.

Where an expression of interest for voluntary redundancy is received, Te Tari Taiwhenua may, at its sole discretion, choose to accept or decline that request.

Where Te Tari Taiwhenua accepts and offers voluntary redundancy, written acceptance of that offer by the individual is binding.

### ***Advertising vacancies***

Where, at the end of the reassignment process outlined above, there are vacancies which have not been filled, Te Tari Taiwhenua may determine that there is a need to advertise vacant jobs both within and outside Te Tari Taiwhenua. Employees who are 'affected' and are suitable for appointment into the job shall have preference for appointment over a non-affected employee or external applicant. This preference for appointment should include allowing those affected to apply for vacancies before vacancies are advertised externally.

The exception is where it is a highly specialised vacancy and the skillset is not available internally.

Employees who are not affected by the change process may apply and be considered for vacant jobs.

### ***Training***

Any training needs will be identified prior to a preferential applicant being reassigned. Preferential applicants may be required to undertake on the job training and/or attend training courses.

### ***Reassignment provisions***

Following acceptance of reassignment any of the following provisions may apply.

Employees who may be disadvantaged by a change of location will be considered on a case-by-case basis.

Relocation may be agreed, including any contribution to relocation costs, between Te Tari Taiwhenua and the affected employee.

### ***Relocation outside local area***

Where reassignment involves relocation outside the local area the employee will receive a minimum of three months' notice of relocation or a lesser period of notice where this is mutually agreed, and assistance will be provided. For terms of the transfer provisions refer to the Transfer Assistance policy on 1840.

### ***Relocation within local area***

When the new job is within the same local area and there is an increase in travelling time of 30 minutes or more:

- the employee will receive a minimum of one month's notice of relocation or a lesser period of notice where this is mutually agreed; and
- the employee may choose to relocate their household and access the transfer provisions where the household relocation reduces their travelling time to work by a minimum of 30 minutes.

Where the new job is in the same local area and involves additional travelling cost, Te Tari Taiwhenua will pay the extra travel costs for a period of one year. The extra travel costs will be based on public transport rates, or an alternative means of calculation agreed to by Te Tari Taiwhenua and the employee.

### ***Equalisation***

Where an employee accepts a job with a lower pay band an equalisation allowance equivalent to the difference between the new and old salary will be paid either:

- as a lump sum calculated on the basis of two years' equalisation; or
- as an ongoing allowance which will be abated by any subsequent salary increases.

An employee may decline an offer of a job with a lower salary and remain entitled to receive redundancy compensation.

### ***No suitable alternative jobs***

Where there is no suitable alternative job for an employee, a discussion will be held to identify the next steps in the process.

## **8.6 Review of reconfirmation decision**

Permanent employees have the right to seek a review of the reconfirmation decision where they consider that the criteria have not been applied correctly.

Permanent employees who register a preference or preferences for reassignment have the right to seek a review of the reassignment decision where they are not offered reassignment to any of the jobs for which they registered a preference.

Permanent employees who do not register a preference for reassignment cannot seek a review of reassignment decisions.

Where an employee seeks a review:

- they may wish to seek support from their PSA delegate/organiser or other representative
- the matter must be raised formally with the employee's manager within five working days of the reconfirmation or reassignment decision
- in exceptional circumstances, the time allowed for raising a review may be extended by the General Manager (GM) Human Resources (Te Tari Taiwhenua) or the Deputy Chief Executive – Corporate Services (Ministry for Ethnic Communities/Te Tari Mātāwaka)
- if requested, employees and their representative will be provided with the relevant documentation associated with the reconfirmation or reassignment decision under review that relates directly to them. They will not be provided with specific information or documentation regarding other affected employees
- meeting(s) or information exchanged will occur with the aim of resolving the matter as quickly as practicable
- if the matter is not resolved a review will be undertaken by a person chosen by agreement between the employee (and/or their representative) and Te Tari Taiwhenua
- the reviewer will:
  - have full access to all relevant documentation in carrying out the review
  - examine each review request in terms of procedural consistency
  - examine any other relevant issue
  - provide a report on each case to the GM Human Resources.

The employee requesting the review will receive a copy of the report, subject to normal privacy considerations.

Reports may include appropriate recommendations which the parties will agree on how to implement.

## **8.7 Appointment to another job – permanent employees**

Employees with preferential status (who have not been reconfirmed or reassigned) may apply for a job in Te Tari Taiwhenua that is not a suitable alternative job. The employee will be given preference to the extent that if the employee meets the selection criteria for the job and is of equal or greater merit than any other applicants, the employee will be appointed.

The appointment will be on the terms and conditions that apply for the job. Where the terms and conditions of the new job are of lesser value than the employee's previous job, confirmation of appointment and any compensatory arrangements will be subject to agreement on a case-by-case basis.

## **8.8 Voluntary redundancy**

Where a change proposal may result in fewer jobs than there are affected employees, Te Tari Taiwhenua may seek expressions of interest, on a without prejudice basis, in voluntary redundancy from employees.

Where expressions of interest are received, Te Tari Taiwhenua may, at its sole discretion, choose to accept or decline any expression of voluntary redundancy where there would be an adverse impact on the business.

By way of example and without limiting Te Tari Taiwhenua sole discretion, voluntary redundancies may not be accepted in circumstances where:

- an applicant has skills and experience that Te Tari Taiwhenua wishes to retain; or
- where approving the voluntary redundancy may result in insufficient skilled employees from which to appoint to remaining jobs in the impacted area.

Where Te Tari Taiwhenua accepts an expression of interest and offers voluntary redundancy, written acceptance of that offer by the individual will be binding.

## **8.9 Other options**

This section will apply where a preferential applicant cannot be placed through reconfirmation or reassignment. Agreement is to be reached between the employee and/or their representative and Te Tari Taiwhenua as to what option(s) will be available. Any such agreement is to include a timeframe within which a preferential applicant must choose an available option. During this timeframe, a preferential applicant will be entitled to reasonable paid time off to pursue any employment options.

The conditions associated with any option including types and levels of financial assistance will be negotiated on a case-by-case basis.

## **8.9.1 Examples of other options**

### ***Extended notice***

The terms of an extended period of notice are as follows:

- the period of notice will commence from the expiry of the period of time allowed for choosing an option and be up to a maximum period equal to the amount otherwise payable to the employee as redundancy compensation
- the employee will not receive any redundancy payments irrespective of the length of the notice period; and
- where a preferential applicant has not been placed into a job by the expiry of the notice period the employee will cease employment
- cessation leave will be paid as provided by Schedule D (National Library Redundancy Compensation) and Schedule E (Archives New Zealand Severance Payment) of this agreement.

During a period of extended notice, the employee will retain their status as a preferential applicant and will also be entitled to reasonable paid time off to pursue any employment options. The duties and work requirements of the employee during the period of notice will be decided by agreement with their manager.

### ***Special leave***

An employee may take special leave – this may be with or without pay – during which time they retain their status as a preferential applicant. This period may include an opportunity for retraining. The duration of this leave will be by agreement with their manager.

### ***Retraining***

Where a retraining opportunity is identified, a specific programme will be designed to meet the needs of the individual. Te Tari Taiwhenua will pay for the costs of the training to a maximum of the redundancy compensation payment that the employee would otherwise receive.

### ***Part time employment/Job sharing***

An employee may voluntarily change to part time employment or job sharing if this is available. Any compensation is subject to agreement between the employee and Te Tari Taiwhenua.

### ***Temporary employment***

Te Tari Taiwhenua may agree to offer alternative work for a temporary period. At the end of that period, unless the employee has secured other employment, the employee will be entitled to redundancy in accordance with the provisions below or consideration of the other management of change options.

## **8.10 Redundancy**

Redundancy may be considered on a case-by-case basis. Employees will receive as much notice as possible and in any event not less than one month's notice of termination of employment or payment in lieu of notice.

Except as provided below, payment for redundancy will be two months base salary for each year of service. The total redundancy compensation will be capped at six months. Part years will be pro-rated accordingly.

The one-month notice provisions of 5.6 apply.

The Redundancy Formula for National Library employees employed prior to 30 March 2012 is set out in Schedule D.

The Redundancy Formula for Archives New Zealand employees employed prior to 30 March 2012 is set out in Schedule E.

No redundancy compensation is payable in the circumstances provided for in section 88 of the Public Service Act 2020.

It is the employee's obligation to notify Te Tari Taiwhenua if they have accepted a job in the Public Service.

## **8.11 Review of change process requested between 12 and 24 months after implementation**

The PSA Lead organiser, co-convenors, or whomever else is deemed appropriate by the PSA will meet with Te Tari Taiwhenua to discuss and agree how a process for a review will be applied. This will include discussion about the following:

- a Terms of Reference
- the process of consultation with members and timeframe
- time required for delegates to support the process
- whether external people or organisations will be involved in the process
- the cultural considerations that will be taken into account in the review.

All reasonable efforts will be made to commence the review as soon as possible following receipt of the request and to complete the review within 24 months of implementation.

Where this is not possible all requests received within the 24-month period will be actioned.

## **8.12 Employee protection provision**

If as a result of restructuring, as defined in section 69OI of the Employment Relations Amendment Act 2006, a decision is made to contract out, sell or transfer the whole or any part of Te Tari Taiwhenua operations, Te Tari Taiwhenua will explore and negotiate with the potential new employer whether it is in the position to offer employment to those potentially affected employees covered by this employment agreement.

In negotiating with the prospective employer, the objective will be to arrange for the employees to be offered employment by the new employer on no less favourable conditions of employment overall. As soon as practicable after the commercial arrangements are finalised, the employees concerned will be provided with information about the new employer, the basis of any such offer, the timetable for transition, and the options available to the employee.

An employee may choose not to accept an offer of employment made by the new employer.

For the purpose of giving effect to this clause, the parties agree that Te Tari Taiwhenua may supply to the potential new employer employment related information about employees providing the information which is supplied and the manner in which it is supplied is consistent with Subpart 2 of the Employment Relations Amendment Act 2006.

Where an employee's employment is being terminated by Te Tari Taiwhenua by reason only of the sale or transfer or contracting out by Te Tari Taiwhenua of the whole or part of its functions, nothing in this agreement, or any other agreement, shall require Te Tari Taiwhenua to pay compensation for redundancy to the employee if:

- the new employer acquiring the business or part being sold or transferred:
  - has offered the employee employment in the other organisation; and
  - has agreed to treat service recognised by Te Tari Taiwhenua as if it were continuous service with that other organisation; and
- the conditions of employment being offered to the employee by the other organisation are the same, or no less favourable than, the employee's conditions of employment including:
  - all service related and redundancy conditions; and
  - all conditions relating to superannuation under the employment being terminated; and
- the offer of employment by the other organisation is an offer to employ the employee in that organisation:
  - in the same role as that in which the employee was employed; or
  - in a role that the employee is willing to accept; and
  - the employment remains in the local area.

The employee may, on a without prejudice basis, however, elect to seek suitable alternative employment with Te Tari Taiwhenua through exploring available job vacancies, or leave without pay options. This potential to seek alternative employment with Te Tari Taiwhenua will remain open up until the actual date of sale or transfer of the business or acceptance of an offer from the person or organisation acquiring the business, whichever is the earlier.

Formal notice of termination of employment will be issued in the event that an alternative job or arrangement with Te Tari Taiwhenua cannot be secured.

Signed by

The Chief Executive acting under delegation from the Public Service Commissioner



Date: 19 July 2024

Paul James  
Chief Executive  
Te Tari Taiwhenua  
Department of Internal Affairs

Signed by

THE NEW ZEALAND PUBLIC SERVICE ASSOCIATION TE PŪKENGA HERE TIKANGA MAHI INCORPORATED acting as the union representing its members' collective interests as employees



Date: 17 September 2024

Duane Leo  
National Secretary  
Public Service Association

# Schedule A – VIP Transport Service

## Application

This schedule applies to chauffeurs employed by Te Tari Taiwhenua who were a party to the DIA Collective Employment Agreement 2008. It supersedes and replaces any previous contract, agreement or arrangement or understanding, except for previously grand-parented conditions.

## Grand-parented conditions

Previous grand-parented entitlements, agreed in writing to the individual staff members concerned, will continue to be recognised by Te Tari Taiwhenua.

## Duties

Te Tari Taiwhanua will give employees a job profile that sets out the duties, responsibilities, and competencies required for the position. Te Tari Taiwhenua may change this job profile from time to time, after consultation with the employees concerned.

## Acting Allowance

When acting as a Regional Operations Co-ordinator, a chauffeur will receive a payment of \$2.50 per hour, with a minimum period payable of two hours

## Uniform and protective clothing

Te Tari Taiwhenua will provide and replace, when necessary, required uniform items. This includes the following items (this list is not exhaustive):

- suit jacket
- trousers/skirt
- shirts
- tie
- raincoat
- jersey.

Protective clothing (such as gloves, hat, overalls) will be provided as required.

Where Te Tari Taiwhenua does not make arrangements for dry-cleaning these items, the employee will be reimbursed the cost of dry-cleaning.

Employees are responsible for supplying and wearing dark grey, dark blue or black socks or stockings and all-black dress polished shoes.

Permanent employees will be reimbursed up to \$225.00 per annum for the purchase of dress shoes. After six months service, fixed-term employees will be reimbursed up to \$225.00 per annum for the purchase of dress shoes.

Uniform and protective clothing remain the property of Te Tari Taiwhenua, and on termination of employment employees must return all items that have been issued to them.

## **Reimbursement of business expenses**

Te Tari Taiwhenua will reimburse:

- all reasonable costs directly incurred in maintaining the appropriate driver licensing requirements
- actual and reasonable expenses incurred while on business authorised by Te Tari Taiwhenua.

## **Shift Work**

A shift is the hours an employee is rostered to work on any particular day. Shift work is necessary to meet customer requirements, and Te Tari Taiwhenua reserves the right to structure shifts to meet these variable requirements effectively and efficiently, taking into account the needs of employees.

## **Rosters**

A roster is the pattern of shifts over one or more weeks. Part-time and full-time employees will work a rotating pattern of rostered shifts. After consultation with affected employees, Te Tari Taiwhenua may introduce and change rosters, and will post these rosters 14 days in advance. In any roster cycle:

- rostered hours will be consistent with 30ZB of the Land Transport Act 1988, Land Transport Rule 62001, and the VIP Fatigue Management Policy; and
- the normal hours of work will be 40 per week, Monday to Sunday; and
- rostered days off will be consecutive whenever possible; and
- all shifts will have a specified start time and specified length.

### ***Changing Shift Times:***

Other than as specified above, changes to shift times may be made only by mutual agreement between Te Tari Taiwhenua and affected employees.

### ***Additional Hours***

When Te Tari Taiwhenua requires a full time or part time employee to work more than 40 hours in a week, the following will apply:

- overtime will be paid at T1.5 for time worked over 40 hours in a week, where a week is Monday to Sunday provided that where a chauffeur is required to work beyond 13 hours in a cumulative work day, they will be paid at T2 for any time worked beyond 13 hours
- when an employee is called in to work outside rostered hours, Te Tari Taiwhenua will pay the overtime rate of payment for a minimum of four hours, but this minimum will not apply to an extension of normal shift hours

- where a shift start time has been changed the additional hours worked prior or after the normal shift start or finish will be paid at the overtime rate, provided the employee has worked in excess of 40 hours during the week, where a week is Monday to Sunday
- hours worked in excess of the shift will be rounded to a quarter of an hour
- where an employee is asked to stay on at the end of their shift with no specific tasks allocated and they are subsequently stood down they will receive a minimum payment of one hour at the overtime rate
- additional hours will be allocated in accordance with the requirements of the fatigue management policy and business needs.

## **Public holidays**

### ***Absent on Leave***

When a Public holiday occurs while an employee is absent on:

- annual leave
- long service leave
- paid special leave
- a rostered day off.

the employee will receive a paid day off in lieu, at a time mutually agreeable to Te Tari Taiwhenua and the individual employee.

## **Departmental holidays**

### ***Entitlement***

For full and part-time employees, the three days between Christmas and New Year, not being a public holiday, Saturday or Sunday, will be departmental holidays on normal pay (exclusive of overtime).

### ***Payment***

When Te Tari Taiwhenua requires an employee to work on a departmental holiday, Te Tari Taiwhenua will provide the employee with:

- a paid day off in lieu, at a time mutually agreeable to Te Tari Taiwhenua and the individual employee; and
- total payment at twice the hourly rate for the time worked on the departmental holiday, with minimum payment of four hours.

### ***Rostered day off***

When a departmental holiday occurs on an employee's rostered day off, Te Tari Taiwhenua will provide the employee with a paid day off in lieu, at a time mutually agreeable to Te Tari Taiwhenua and the individual employee.

## **Code of Conduct and other obligations**

### ***Policy***

Employees will abide by the Te Tari Taiwhenua Code of Conduct and such other policies and procedures as Te Tari Taiwhenua may issue, except where specifically noted otherwise. Te Tari Taiwhenua may amend such policies and procedures from time to time in consultation with affected employees. Employees will abide by the Code of Conduct and amended policies and procedures.

## **Confidentiality and security**

### ***Policy***

Employees are responsible for the security of confidential and commercially sensitive data, which is obtained from passengers and customers, or held by Te Tari Taiwhenua. They must treat with the utmost confidentiality all information concerning clients, customers and passengers, including information discussed or overheard, computer programmes and systems, documentation, pricing schedules, processes, data and correspondence, both internal and external. It is an essential condition of employment that employees must not disclose this information or discuss it with other people, either inside or outside VIP Transport Service, during or after employment, without the specific approval of Te Tari Taiwhenua.

### ***Breach of confidentiality***

Such is the importance of confidentiality of information that any breach by employees may provide grounds for summary dismissal and legal action, and any breach by former employees may similarly provide grounds for legal action

### ***Security Clearance***

Te Tari Taiwhenua requires every employee to have a current security clearance. Te Tari Taiwhenua may require an employee's security clearance to be renewed at five yearly intervals, and at other times if Te Tari Taiwhenua believes it to be necessary.

### ***Convictions***

Employees will notify Te Tari Taiwhenua immediately if they:

- are charged with or convicted of any criminal offence
- incur any driver's licence demerit points
- do not have a current appropriate driver's licence.

## **Medical incapacity**

- a. Employees may request or be required to terminate their employment on the grounds that they are medically incapacitated to carry out their duties. If necessary, any Te Tari Taiwhenua decision to retire such employees on medical grounds will be supported by an independent medical opinion, paid for by Te Tari Taiwhenua.
- b. Except as noted in (c) below, Te Tari Taiwhenua will grant paid medical incapacity leave according to the following schedule to permanent employees terminating their employment under this clause:

Qualification required	Medical incapacity (working days)
Completion of 15 years' service or more	65 days
Completion of 10 and under 15 years' service	44 days
Completion of 5 and under 10 years' service	22 days

Provided that:

- only Service with Te Tari Taiwhenua will be considered, provided such service did not end with the person accepting a severance payment
  - for employees with part-time service medical incapacity will be calculated on a pro-rata basis according to their record of service
  - all service is calculated on the basis of a calendar year
  - the medical incapacity grant may be paid in fortnightly instalments or as a lump sum.
- c. Notwithstanding (b) above, VIP chauffeurs who were party to the collective as at 16 August 2005, the date of the previous Collective Agreement coming into force, are granted the Medical Incapacity provision that applied to VIP Drivers in the Collective dated 27 September 2001.

## ***Grant in Lieu of Medical Incapacity***

On the death of an employee who qualified for medical incapacity leave Te Tari Taiwhenua may approve a cash grant in lieu of medical incapacity to:

- the surviving partner; or
- dependent children; or
- the estate of a deceased employee up to a maximum of 65 days.

# Schedule B – Remuneration

## Remuneration steps 1 July 2024

Job Family Band Ranges with step values - from 1 July 2024																		
Corporate	Midpoint	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Maximum
D	\$ 64,020	\$ 55,317	\$ 56,478	\$ 57,638	\$ 58,799	\$ 59,959	\$ 61,119	\$ 62,280	\$ 63,440	\$ 64,601	\$ 65,761	\$ 66,921	\$ 67,742	\$ 68,362	\$ 68,992	\$ 69,631	\$ 70,269	\$ 73,463
E	\$ 73,453	\$ 63,217	\$ 64,563	\$ 65,909	\$ 67,255	\$ 68,602	\$ 69,987	\$ 71,373	\$ 72,760	\$ 74,147	\$ 75,533	\$ 76,920	\$ 77,860	\$ 78,595	\$ 79,330	\$ 80,064	\$ 80,799	\$ 84,471
F	\$ 85,504	\$ 73,297	\$ 74,925	\$ 76,552	\$ 78,180	\$ 79,808	\$ 81,435	\$ 83,063	\$ 84,690	\$ 86,319	\$ 87,946	\$ 89,573	\$ 90,634	\$ 91,489	\$ 92,345	\$ 93,200	\$ 94,055	\$ 98,329
G	\$ 98,665	\$ 84,484	\$ 86,375	\$ 88,265	\$ 90,156	\$ 92,047	\$ 93,939	\$ 95,830	\$ 97,721	\$ 99,652	\$ 101,625	\$ 103,599	\$ 104,586	\$ 105,572	\$ 106,559	\$ 107,546	\$ 108,533	\$ 113,465
H	\$ 117,015	\$ 100,081	\$ 102,339	\$ 104,597	\$ 106,855	\$ 109,113	\$ 111,370	\$ 113,628	\$ 115,886	\$ 118,186	\$ 120,526	\$ 122,866	\$ 124,036	\$ 125,206	\$ 126,376	\$ 127,546	\$ 128,717	\$ 134,567
Delivery	Midpoint	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Maximum
D	\$ 62,492					\$ 58,573	\$ 59,693	\$ 60,813	\$ 61,933	\$ 63,052	\$ 64,172	\$ 65,292	\$ 66,092	\$ 66,692	\$ 67,292	\$ 67,892	\$ 68,492	\$ 71,576
E	\$ 73,870	\$ 63,561	\$ 64,915	\$ 66,270	\$ 67,624	\$ 68,988	\$ 70,383	\$ 71,778	\$ 73,173	\$ 74,568	\$ 75,963	\$ 77,358	\$ 78,303	\$ 79,042	\$ 79,780	\$ 80,519	\$ 81,257	\$ 84,951
F	\$ 86,593	\$ 74,222	\$ 75,871	\$ 77,521	\$ 79,170	\$ 80,820	\$ 82,470	\$ 84,119	\$ 85,769	\$ 87,418	\$ 89,068	\$ 90,717	\$ 91,789	\$ 92,654	\$ 93,520	\$ 94,387	\$ 95,252	\$ 99,582
G	\$ 95,056	\$ 81,416	\$ 83,235	\$ 85,054	\$ 86,873	\$ 88,691	\$ 90,510	\$ 92,329	\$ 94,148	\$ 96,007	\$ 97,908	\$ 99,810	\$ 100,760	\$ 101,711	\$ 102,661	\$ 103,611	\$ 104,562	\$ 109,315
I	\$ 111,421	\$ 95,326	\$ 97,472	\$ 99,618	\$ 101,764	\$ 103,910	\$ 106,057	\$ 108,202	\$ 110,349	\$ 112,535	\$ 114,764	\$ 116,992	\$ 118,106	\$ 119,221	\$ 120,334	\$ 121,449	\$ 122,563	\$ 128,135
Information Technology	Midpoint	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Maximum
E	\$ 64,633			\$ 58,184	\$ 59,357	\$ 60,529	\$ 61,702	\$ 62,875	\$ 64,047	\$ 65,220	\$ 66,392	\$ 67,565	\$ 68,391	\$ 69,029	\$ 69,674	\$ 70,319	\$ 70,964	\$ 74,189
F	\$ 75,839	\$ 65,186	\$ 66,579	\$ 67,971	\$ 69,385	\$ 70,819	\$ 72,254	\$ 73,689	\$ 75,123	\$ 76,557	\$ 77,991	\$ 79,426	\$ 80,390	\$ 81,149	\$ 81,907	\$ 82,665	\$ 83,423	\$ 87,216
G	\$ 85,652	\$ 73,423	\$ 75,054	\$ 76,684	\$ 78,314	\$ 79,946	\$ 81,576	\$ 83,207	\$ 84,837	\$ 86,468	\$ 88,098	\$ 89,729	\$ 90,792	\$ 91,648	\$ 92,505	\$ 93,362	\$ 94,218	\$ 98,500
H	\$ 101,019	\$ 86,484	\$ 88,423	\$ 90,360	\$ 92,299	\$ 94,236	\$ 96,175	\$ 98,112	\$ 100,051	\$ 102,029	\$ 104,050	\$ 106,070	\$ 107,080	\$ 108,091	\$ 109,101	\$ 110,111	\$ 111,121	\$ 116,172
I	\$ 123,193	\$ 105,332	\$ 107,714	\$ 110,095	\$ 112,476	\$ 114,858	\$ 117,239	\$ 119,621	\$ 122,002	\$ 124,426	\$ 126,889	\$ 129,353	\$ 130,585	\$ 131,817	\$ 133,049	\$ 134,281	\$ 135,512	\$ 141,672
Policy	Midpoint	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Maximum
E	\$ 62,924					\$ 58,940	\$ 60,078	\$ 61,217	\$ 62,355	\$ 63,494	\$ 64,632	\$ 65,771	\$ 66,580	\$ 67,189	\$ 67,798	\$ 68,408	\$ 69,028	\$ 72,165
F	\$ 73,685	\$ 63,408	\$ 64,759	\$ 66,109	\$ 67,460	\$ 68,816	\$ 70,207	\$ 71,598	\$ 72,989	\$ 74,381	\$ 75,772	\$ 77,163	\$ 78,106	\$ 78,843	\$ 79,580	\$ 80,317	\$ 81,053	\$ 84,738
G	\$ 83,291	\$ 71,417	\$ 73,000	\$ 74,583	\$ 76,167	\$ 77,750	\$ 79,333	\$ 80,917	\$ 82,500	\$ 84,084	\$ 85,667	\$ 87,251	\$ 88,289	\$ 89,122	\$ 89,956	\$ 90,788	\$ 91,621	\$ 95,785
H	\$ 97,620	\$ 83,595	\$ 85,466	\$ 87,335	\$ 89,206	\$ 91,075	\$ 92,946	\$ 94,815	\$ 96,686	\$ 98,596	\$ 100,549	\$ 102,501	\$ 103,477	\$ 104,454	\$ 105,430	\$ 106,406	107,382	\$ 112,263
I	\$ 115,765	\$ 99,020	\$ 101,252	\$ 103,485	\$ 105,718	\$ 107,951	\$ 110,184	\$ 112,417	\$ 114,650	\$ 116,923	\$ 119,238	\$ 121,554	\$ 122,712	\$ 123,869	\$ 125,027	\$ 126,185	127,342	\$ 133,130
Regulatory	Midpoint	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Maximum
E	\$ 62,501					\$ 58,546	\$ 59,676	\$ 60,806	\$ 61,936	\$ 63,067	\$ 64,197	\$ 65,327	\$ 66,132	\$ 66,737	\$ 67,342	\$ 67,947	\$ 68,552	\$ 71,665
F	\$ 73,877	\$ 63,567	\$ 64,921	\$ 66,276	\$ 67,630	\$ 68,995	\$ 70,390	\$ 71,785	\$ 73,180	\$ 74,576	\$ 75,970	\$ 77,366	\$ 78,310	\$ 79,049	\$ 79,787	\$ 80,527	\$ 81,265	\$ 84,959
G	\$ 83,279	\$ 71,406	\$ 72,989	\$ 74,572	\$ 76,156	\$ 77,739	\$ 79,322	\$ 80,905	\$ 82,488	\$ 84,071	\$ 85,654	\$ 87,237	\$ 88,277	\$ 89,109	\$ 89,942	\$ 90,774	\$ 91,608	\$ 95,771
H	\$ 99,486	\$ 85,181	\$ 87,089	\$ 88,997	\$ 90,904	\$ 92,811	\$ 94,718	\$ 96,626	\$ 98,533	\$ 100,481	\$ 102,471	\$ 104,461	\$ 105,456	\$ 106,451	\$ 107,446	\$ 108,440	\$ 109,435	\$ 114,410
I	\$ 116,025	\$ 99,240	\$ 101,478	\$ 103,716	\$ 105,954	\$ 108,192	\$ 110,430	\$ 112,668	\$ 114,906	\$ 117,186	\$ 119,506	\$ 121,827	\$ 122,987	\$ 124,147	\$ 125,307	\$ 126,468	\$ 127,628	\$ 133,429

## Remuneration steps 1 January 2025 and 1 July 2025

Job Family Band Ranges with step values - from 1 January 2025															
	Step 1 90%	Step 2 92%	Step 3 94%	Step 4 96%	Step 5 98%	Step 6 100%	Step 7 102%	Step 8 104%	Step 9 106%	Step 10 107%	Step 11 108%	Step 12 109%	Step 13 110%	Step 14 111%	Step 15 112%
Corporate															
Corporate D			\$58,172	\$59,410	\$60,648	<b>\$61,885</b>	\$63,123	\$64,361	\$65,599	\$66,217	\$66,836	\$67,455	\$68,074	\$68,693	\$69,312
Corporate E	\$61,072	\$62,429	\$63,786	\$65,143	\$66,500	<b>\$67,857</b>	\$69,215	\$70,572	\$71,929	\$72,607	\$73,286	\$73,965	\$74,643	\$75,322	\$76,000
Corporate F	\$71,000	\$72,577	\$74,155	\$75,733	\$77,311	<b>\$78,888</b>	\$80,466	\$82,044	\$83,622	\$84,411	\$85,200	\$85,988	\$86,777	\$87,566	\$88,355
Corporate G	\$81,665	\$83,479	\$85,294	\$87,109	\$88,924	<b>\$90,738</b>	\$92,553	\$94,368	\$96,183	\$97,090	\$97,998	\$98,905	\$99,812	\$100,720	\$101,627
Corporate H	\$94,499	\$96,599	\$98,699	\$100,799	\$102,899	<b>\$104,998</b>	\$107,098	\$109,198	\$111,298	\$112,348	\$113,398	\$114,448	\$115,498	\$116,548	\$117,598
Corporate I	\$111,458	\$113,935	\$116,412	\$118,889	\$121,366	<b>\$123,842</b>	\$126,319	\$128,796	\$131,273	\$132,511	\$133,750	\$134,988	\$136,227	\$137,465	\$138,704
Delivery	Step 1 90%	Step 2 92%	Step 3 94%	Step 4 96%	Step 5 98%	Step 6 100%	Step 7 102%	Step 8 104%	Step 9 106%	Step 10 107%	Step 11 108%	Step 12 109%	Step 13 110%	Step 14 111%	Step 15 112%
Delivery D															
Delivery E	\$62,947	\$64,346	\$65,745	\$67,144	\$68,543	<b>\$69,941</b>	\$71,340	\$72,739	\$74,138	\$74,837	\$75,537	\$76,236	\$76,936	\$77,635	\$78,334
Delivery F	\$71,767	\$73,362	\$74,957	\$76,552	\$78,147	<b>\$79,741</b>	\$81,336	\$82,931	\$84,526	\$85,323	\$86,121	\$86,918	\$87,716	\$88,513	\$89,310
Delivery G	\$81,441	\$83,251	\$85,061	\$86,871	\$88,681	<b>\$90,490</b>	\$92,300	\$94,110	\$95,920	\$96,825	\$97,730	\$98,635	\$99,539	\$100,444	\$101,349
Delivery H	\$92,425	\$94,479	\$96,533	\$98,587	\$100,641	<b>\$102,694</b>	\$104,748	\$106,802	\$108,856	\$109,883	\$110,910	\$111,937	\$112,964	\$113,991	\$115,018
Delivery I	\$109,697	\$112,135	\$114,572	\$117,010	\$119,448	<b>\$121,885</b>	\$124,323	\$126,761	\$129,199	\$130,417	\$131,636	\$132,855	\$134,074	\$135,293	\$136,512
IT	Step 1 90%	Step 2 92%	Step 3 94%	Step 4 96%	Step 5 98%	Step 6 100%	Step 7 102%	Step 8 104%	Step 9 106%	Step 10 107%	Step 11 108%	Step 12 109%	Step 13 110%	Step 14 111%	Step 15 112%
IT E	\$60,743	\$62,093	\$63,443	\$64,793	\$66,143	<b>\$67,492</b>	\$68,842	\$70,192	\$71,542	\$72,217	\$72,892	\$73,567	\$74,242	\$74,917	\$75,592
IT F	\$73,335	\$74,965	\$76,595	\$78,224	\$79,854	<b>\$81,483</b>	\$83,113	\$84,743	\$86,372	\$87,187	\$88,002	\$88,817	\$89,632	\$90,447	\$91,261
IT G	\$84,041	\$85,908	\$87,776	\$89,643	\$91,511	<b>\$93,378</b>	\$95,246	\$97,114	\$98,981	\$99,915	\$100,849	\$101,783	\$102,716	\$103,650	\$104,584
IT H	\$102,864	\$105,150	\$107,436	\$109,722	\$112,008	<b>\$114,293</b>	\$116,579	\$118,865	\$121,151	\$122,294	\$123,437	\$124,580	\$125,723	\$126,866	\$128,009
IT I	\$117,734	\$120,350	\$122,967	\$125,583	\$128,199	<b>\$130,815</b>	\$133,432	\$136,048	\$138,664	\$139,973	\$141,281	\$142,589	\$143,897	\$145,205	\$146,513
Policy	Step 1 90%	Step 2 92%	Step 3 94%	Step 4 96%	Step 5 98%	Step 6 100%	Step 7 102%	Step 8 104%	Step 9 106%	Step 10 107%	Step 11 108%	Step 12 109%	Step 13 110%	Step 14 111%	Step 15 112%
Policy G	\$77,380	\$79,099	\$80,819	\$82,538	\$84,258	<b>\$85,977</b>	\$87,697	\$89,417	\$91,136	\$91,996	\$92,856	\$93,715	\$94,575	\$95,435	\$96,295
Policy H	\$99,025	\$101,225	\$103,426	\$105,626	\$107,827	<b>\$110,027</b>	\$112,228	\$114,429	\$116,629	\$117,729	\$118,830	\$119,930	\$121,030	\$122,130	\$123,231
Policy I	\$114,039	\$116,573	\$119,107	\$121,641	\$124,175	<b>\$126,709</b>	\$129,244	\$131,778	\$134,312	\$135,579	\$136,846	\$138,113	\$139,380	\$140,647	\$141,915
Regulatory	Step 1 90%	Step 2 92%	Step 3 94%	Step 4 96%	Step 5 98%	Step 6 100%	Step 7 102%	Step 8 104%	Step 9 106%	Step 10 107%	Step 11 108%	Step 12 109%	Step 13 110%	Step 14 111%	Step 15 112%
Regulatory E	\$62,987	\$64,387	\$65,786	\$67,186	\$68,586	<b>\$69,985</b>	\$71,385	\$72,785	\$74,185	\$74,884	\$75,584	\$76,284	\$76,984	\$77,684	\$78,384
Regulatory F	\$71,208	\$72,790	\$74,372	\$75,955	\$77,537	<b>\$79,119</b>	\$80,702	\$82,284	\$83,867	\$84,658	\$85,449	\$86,240	\$87,031	\$87,823	\$88,614
Regulatory G	\$81,312	\$83,119	\$84,926	\$86,733	\$88,540	<b>\$90,346</b>	\$92,153	\$93,960	\$95,767	\$96,671	\$97,574	\$98,478	\$99,381	\$100,285	\$101,188
Regulatory H	\$100,359	\$102,589	\$104,819	\$107,049	\$109,279	<b>\$111,509</b>	\$113,740	\$115,970	\$118,200	\$119,315	\$120,430	\$121,545	\$122,660	\$123,775	\$124,891
Regulatory I	\$115,425	\$117,990	\$120,555	\$123,120	\$125,685	<b>\$128,250</b>	\$130,815	\$133,380	\$135,945	\$137,228	\$138,510	\$139,793	\$141,075	\$142,358	\$143,640

# Schedule C – Allowances and expense reimbursement

This schedule sets out Te Tari Taiwhenua allowances and expense reimbursements. Further details are available in the [Allowances policy](#).

## ***On-call***

An on-call allowance is payable if you are required to be on-call whereby you are rostered to be available to be contacted and to undertake work if necessary. On-call means that for the duration of the period on-call you are required to be:

- available to receive phone calls immediately; and
- available to undertake work at short notice if necessary; and
- in a fit state to undertake work duties.

The Allowances policy provides details of the rates of payment.

## ***Vision/hearing Care***

The Allowances policy allows for full reimbursement of eye and hearing tests and a contribution towards eyewear and/or hearing aids. The Allowances policy is part of the Te Tari Taiwhenua wellbeing programme and overall strategy for a healthy workplace. Te Tari Taiwhenua recognises that our employee's visual and hearing health is generally important in meeting job requirements. The Allowances policy provides assistance for employees to regularly identify and correct visual and hearing problems.

After six months service, fixed-term employees are eligible to apply for the vision/hearing care allowance.

## ***Hauora/wellbeing allowance***

Te Tari Taiwhenua is committed to supporting the health and wellbeing of its employees.

The Allowances policy allows for a yearly reimbursement of payments for the purpose of individual health and wellbeing needs. Receipts are required for the reimbursement and may be for one or more items that support the employee's wellbeing. Examples of the types of activities covered by the allowance can be found in the Allowances policy.

After six months continuous service, fixed-term employees are eligible to receive the wellbeing allowance.

## ***Te Reo Māori allowance***

Te Tari Taiwhenua is committed to developing the skills and knowledge of our people to work more effectively with, and to respond to issues that directly affect Māori.

Employees who receive certification of the appropriate attestation level are able to receive an annual Te Reo Māori allowance. Further details about the allowance can be found in the Allowances policy.

After six months continuous service, fixed-term employees are eligible to receive the Te Reo Māori allowance on receiving certification of the attestation level.

#### ***Overtime meals***

Subject to meeting the criteria set out in the Allowances policy, meal allowances will be available when an employee works approved overtime.

#### ***Travel and transport***

The Te Tari Taiwhenua [Travel policy](#) is intended to ensure that employees required to travel on Departmental business use appropriate travel arrangements and are reimbursed for all actual and reasonable expenditure incurred in connection with that business.

The underlying principle is that employees should not be out of pocket as a result of any travel required as part of their duties.

#### ***Reimbursement of business-related expenses***

Te Tari Taiwhenua will ordinarily reimburse actual and reasonable expenses involved in carrying out department business provided such expenses are approved in advance.

#### ***Additional duties***

Subject to meeting the criteria set out in the Allowances policy an employee who substantially performs the duties of a higher grade position, will, if such duties are performed for more than five consecutive days, be compensated by a higher duties allowance for undertaking such duties. Where additional or extra duties are undertaken a special duties allowance may be approved.

#### ***Clothing and Laundry***

Te Tari Taiwhenua recognises that some positions require uniforms and/or the use of protective clothing in order to fulfil the requirements of the job. Under the Allowances policy Te Tari Taiwhenua will provide uniforms and protective clothing for these positions, and will arrange and pay for their laundering.

In certain circumstances Te Tari Taiwhenua may reimburse laundry expenses on an actual and reasonable basis.

#### ***School holiday subsidy***

As part of our commitment to providing a family friendly workplace Te Tari Taiwhenua provides a subsidy when children of an employee attend a school holiday programme as set out in the Allowances policy. Receipts are required to claim the subsidy.

After six months continuous service, fixed-term employees are eligible to claim the school holiday subsidy.

# Schedule D – National Library Redundancy Compensation

Following agreement that the option of a redundancy payment is to be made available, then:

- (i) Payment will be made to employees employed by the Library prior to 8 May 2000 in accordance with S4.1 below; or
- (ii) Payment will be made to employees employed by the Library on or after 8 May 2000 and before 6 July 2007 in accordance with S4.2 below.
- (iii) Payment will be made to employees employed by the Library on or after 6 July 2007 and before 30 March 2012 in accordance with S4.3 below.

Employees eligible for redundancy payments under this Schedule may opt to receive payment calculated in accordance with clause S4.3 of this Schedule if this is more advantageous to them.

## **S4.1 Calculation of redundancy compensation for employees employed prior to 8 May 2000**

S4.1.1 For employees employed by the Library prior to 15 November 1993 the maximum payment under clause S4.1.4 (a) to (d) is \$40,600. For employees employed by the Library after 15 November 1993 the maximum payable under clause S4.1.4 (a) to (d) is \$30,450.

S4.1.2 For the purpose of the provisions under s4.1, for employees employed by the National Library prior to 15 November 1993 "service" means service in the State Services provided the employee joined the National Library or the National Film Library within one month of leaving the service of the other organisation, and provided that service may also be recognised in accordance with clause 6.8 (Previous Service) of the National Library Collective Agreement expiring 30 June 2011. For employees employed after 15 November 1993, only National Library service will be recognised.

Except that service will not be recognised if it ended with the employee accepting severance or enhanced early retirement under any restructuring/surplus staffing provisions of any departments of the Public Service or Parliamentary Service.

S4.1.3 For the purposes of these provisions, ordinary pay is defined as basic taxable salary, plus regular taxable allowances paid on a continuous basis which either attract overtime or are paid on an hourly basis for all hours worked, or allowances in lieu thereof for those employees working shift hours of work. Except in the case of employees on parental leave where ordinary pay shall be the ordinary pay at the time of taking leave.

S4.1.4 Subject to S4.1.1 to S4.1.3 above, redundancy compensation for any employee eligible under this clause shall include:

- (a) 4.165 percent of total ordinary pay for the preceding 12 months for one person (other than a dependent child) who is dependent on the employee and receives a gross annual income of less than the rate specified for 97% of the salary for Grade 2 as set out Schedule 1.
- (b) 8.33 percent of total ordinary pay for the preceding 12 months for each dependent child of the employee.

Dependent child means all children up to the age of 16 years and all children between the ages of 16 and 18 years who are not:

- in paid employment; or
  - in receipt of a state benefit; or
  - in receipt of a basic grant or an independence circumstances grant under the Student Allowances Regulations; and including those for whom employees are paying maintenance in terms of Department of Social Welfare requirements and those for whom liable parent's contributions are made. Where both parents are redundant only one parent can claim for dependent children. It is the employee's choice as to which one claims.
- (c) In addition to (a) and (b) above, all employees shall receive a payment of:
- 25% of ordinary pay for the preceding 12 months for employees with up to 5 years' service; or
- 22.5% of ordinary pay for the preceding 12 months for employees with 5 to 10 years' service; or
- 20% of ordinary pay for the preceding 12 months for employees with more than 10 years' service;
- (d) In addition to (a) through (c) above, those employees with 12 months or more continuous service will receive:
- (i) 8 percent of total ordinary pay for the preceding 12 months; and
  - (ii) 4 percent of total ordinary pay for the preceding 12 months multiplied by the number of years of continuous service minus one, up to a maximum of 19; and
  - (iii) 0.333 percent of total ordinary pay for the preceding 12 months multiplied by the number of completed months in addition to completed years of continuous service, provided total service is less than 20 years;
- (e) Cessation Leave

Cessation Leave in accordance with the scales below will be paid, subject to the leave being reduced by the amount of paid anticipated retiring leave already taken.

(i) **Cessation leave for employees with less than 20 years' service.**

<i>Qualification Required</i>	<i>Amount of Retiring Leave</i>
Completion of 15 years' service	65 working days
Completion of 10 and under 15 years' service	44 working days
Completion of 5 and under 10 years' service	22 working days
Under 5 years' service	Nil

(ii) **Cessation leave for employees with 20 or more years' service.**

*Entitlement (in working days) with Service of Years and Months specified.*

Years	0	2	4	6	8	10
20-24	65					
25	65	66	66	67	68	69
26	69	70	71	71	72	73
27	74	74	75	76	76	77
28	78	79	79	80	81	81
29	82	83	84	84	85	86
30	86	87	88	89	89	90
31	91	91	92	93	94	94
32	95	96	96	97	98	99
33	99	100	101	101	102	103
34	104	104	105	106	106	107
35	108	109	109	110	111	111
36	112	113	114	114	115	116
37	116	117	118	119	119	120
38	121	121	122	123	124	125
39	125	126	126	127	128	129
40	131 days					

**NOTE:** Outstanding Annual Leave may be separately cashed up.

## S4.2 Calculation of redundancy compensation for employees employed on or after 8 May 2000 but before 6 July 2007

- S4.2.1 The maximum payable under clause S4.2 is \$30,450.
- S4.2.2 For the purpose of the provisions under S4.2, only service with the National Library will be recognised. Except that previous periods of service will not be recognised if they ended with the employee accepting severance or enhanced early retirement.
- S4.2.3 For the purposes of these provisions, ordinary pay is defined as basic taxable salary, plus regular taxable allowances paid on a continuous basis which either attract overtime or are paid on an hourly basis for all hours worked, or allowances in lieu thereof for those employees working shift hours of work. Except in the case of employees on parental leave where ordinary pay shall be the ordinary pay at the time of taking leave.

S4.2.4 Subject to S4.2.1 through S4.2.3 above, redundancy compensation for any employee eligible under this clause shall include:

- (a) 12% of ordinary pay for the preceding 12 months;
- (b) In addition to (a) above, employees with 12 months or more continuous service will receive:
  - 3.85% of total ordinary pay for the preceding 12 months multiplied by the number of years of continuous service minus one, up to a maximum of 19; plus
  - 0.321% of total ordinary pay for the preceding 12 months multiplied by the number of completed months in addition to completed years of continuous service, provided total service is less than 20 years.

#### **S4.3 Calculation of redundancy compensation for employees employed on or after 6 July 2007 but before 30 March 2012**

Where a redundancy payment is to be made, the calculation is 6 weeks' salary for up to 1 years' service; plus 2 weeks' salary for each subsequent year of service (or part thereof).

Only current continuous service with the Library is to be used in this calculation.

The maximum number of weeks' salary to be compensated using this formula is 52 weeks.

#### **S4.4 Redundancy payment**

Redundancy compensation shall be paid as a lump sum, or as enhanced early retirement if eligible, on the employee's last day of duty.

# Schedule E – Archives New Zealand Severance Payment

Where the option of severance is applied, surplus employees employed by Archives NZ prior to 30 March 2012 shall be entitled to compensation payments in accordance with the following schedule:

## A For all employees:

- (i) 25 per cent of total ordinary pay for the preceding 12 months;
- (ii) \$1,200 for one person (other than a dependent child) who is dependent on the employee and receives a gross annual income of less than \$22,836;
- (iii) \$2,400 for each dependent child of the employee.

Dependent child means all children up to the age of 15 years and all children between the ages of 15 and 18 who are not:

- (a) in paid employment; or
- (b) in receipt of a state benefit; or
- (c) in receipt of a basic grant or an independent circumstances grant under the Student Allowances Regulations;

and including those for whom employees are paying maintenance in terms of Department of Social Welfare requirements and those for whom liable parent contributions are made. Where both parents are declared surplus only one parent can claim for dependent children. It is the employee's choice as to which one claims.

These payments are regardless of length of service but are conditional on employees finishing on an agreed date.

## B In addition to A above, employees with 12 months or more continuous service will receive:

Note: For the purposes of this provision service shall mean current continuous service with Te Tari Taiwhenua of Internal Affairs (up to 1 October 2000) or Archives New Zealand: provided that for any employee who was employed by Te Tari Taiwhenua of Internal Affairs as at 30 June 1992, service shall include any service recognised in accordance with clauses 7.2.01, 7.2.10.01 and 7.2.10.02 of Te Tari Taiwhenua of Internal Affairs' Employees' Agreement, (Doc.1746) dated 2 July 1991: provided further that service will not be recognised if it ended with the employee accepting severance or enhanced early retirement under any restructuring/surplus staffing provisions of any departments of the Public Service, the Parliamentary Service or organisations listed in clauses 7.2.10.01 and/or 7.2.10.02 referred to in this sub-clause.

- (i) 4 per cent of total ordinary pay for the preceding 12 months multiplied by the number of years of continuous service minus 1, up to a maximum of 7; and
- (ii) 0.333 per cent of total ordinary pay for the preceding 12 months multiplied by the number of completed months in addition to completed years of service, provided total service is less than 8 years; and
- (iii) 5 per cent of total ordinary pay for the preceding 12 months multiplied by the number of years of continuous service minus 8, up to a maximum of 8; and
- (iv) 0.416 per cent of total ordinary pay for the preceding 12 months multiplied by the number of completed months in addition to completed years of continuous service, provided total service in years is between 8 and 15 and less than 16 years; and
- (v) 3.5 per cent of total ordinary pay for the preceding 12 months multiplied by the number of years of continuous service minus 16, up to a maximum of 4; and
- (vi) 0.292 per cent of total ordinary pay for the preceding 12 months multiplied by the number of completed months in addition to completed years of continuous service, provided total service in years is between 16 and 19 years and less than 20 years.

**C Cessation leave in accordance with the scales below will be paid, subject to the leave being reduced by the amount of paid anticipated retiring leave already taken. Service for cessation leave shall be calculated in accordance with clause D.**

***Cessation leave***

- (i) *Cessation leave for employees with less than 20 years' service*

Qualification Required	Amount of Retiring Leave
Completion of 15 years' service	65 working days
Completion of 10 and less than 15 years' service	44 working days
Completion of 5 and less than 10 years' service	22 working days
Less than 5 years' service	Nil

(ii) *Cessation leave (days) for employees with 20 years or more service*

<b>Months</b>	<b>0</b>	<b>2</b>	<b>4</b>	<b>6</b>	<b>8</b>	<b>10</b>
<b>Years</b>						
20-24	65					
25	65	66	66	67	68	69
26	69	70	71	71	72	73
27	74	74	75	76	76	77
28	78	79	79	80	81	81
29	82	83	84	84	85	86
30	86	87	88	89	89	90
31	91	91	92	93	94	94
32	95	96	96	97	98	99
33	99	100	101	101	102	103
34	104	104	105	106	106	107
35	108	109	109	110	111	111
36	112	113	114	114	115	116
37	116	117	118	119	119	120
38	121	121	122	123	124	125
39	125	126	126	127	128	129
40	131					

**D For the purposes of cessation leave Archives New Zealand:**

- (i) Will recognise service with other departments of the Public Service and the Parliamentary Service.
- (ii) May recognise service with the following organisations:

Previous permanent (full or part-time) or temporary service in the Public Service, provided such service did not end with the person accepting the severance option of the Permanent Employees Deployment Agreement.

Post Office (prior to 1.4.87)  
 NZ Railways Corporation (prior to 10.11.87)  
 Hospital Board Service and Area Health Boards  
 Non-teaching service within Education Boards, secondary schools and tertiary education institutions  
 Broadcasting Corporation of New Zealand  
 Fire Service Commission  
 Parliamentary Counsel Office  
 Police Force  
 Security Intelligence Service  
 Office of the Ombudsman  
 Royal NZ Foundation for the Blind  
 Accident Compensation Corporation

National Research Advisory Council [NRAC] Post-Graduate Fellowships provided that the Fellow is appointed to the Public Service on completion of NRAC service

Regular Force Service of the New Zealand Armed Forces; and

Service with other instruments of the Crown; and

Those organisations listed in clause 4.2.10.01 of the Department of Internal Affairs Employees' Agreement registered 2 July 1991.

Provided that all resigning leave, retiring leave, marriage leave, and "release leave" granted to Regular NZ Armed Forces personnel, paid in respect of any period of previous service, is to be deducted from the cessation leave due.

- (iii) Provided that where an employee has part-time service this will be pro-rated for the purpose of calculating cessation leave.

# Schedule F – Retirement Leave

[note: this Schedule applies only to Archives New Zealand employees]

Employees who have a protected retirement leave entitlement (in accordance with clause 24 of the Department of Internal Affairs collective employment contract dated 23 June 1997) have received a letter confirming the entitlement. For the purpose of that entitlement, an employee is considered to be retiring when they are intending to leave the fulltime workforce permanently.

# Schedule G – Relationship Agreement

**Relationship Agreement**  
**Te Tari Taiwhenua, Department of Internal Affairs,**  
**Te Tari Mātāwaka, Ministry for Ethnic Communities**  
**And**  
**Te Pūkenga Here Tikanga Mahi, The Public Service**  
**Association (PSA)**



**Te Tari Taiwhenua  
Internal Affairs**



Ministry for  
Ethnic  
Communities  
Te Tari Mātāwaka



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## Purpose

1. This agreement outlines the roles, responsibilities and conduct of the Public Service Association Te Pūkenga Here Tikanga Mahi (PSA) delegates, Te Tari Taiwhenua | Department of Internal Affairs (the Department) and Te Tari Mātawaka the Ministry for Ethnic Communities (included as the Department in this document) in relation to union activities within the Department.
2. This agreement should be read in conjunction with the Collective Agreement where it is referenced.
3. A table outlining the roles, responsibilities and activities related to this agreement is provided in [Appendix A](#).

## Introduction

4. The PSA is a democratic union that provides leadership, advice and support on workplace matters to its members. PSA delegates have an important role as they represent the interests of members.
5. To enable delegates to effectively undertake their role, the Department acknowledges, understands and supports employees in their responsibilities and obligations of being a delegate.
6. The relationship between PSA delegates and the Department will be collaborative, constructive, and focused on mutually beneficial outcomes.
7. This agreement will be reviewed every two years.

## *Ngā kaupapa*

8. In the spirit of Te Tiriti o Waitangi, the Treaty of Waitangi, the Public Service Act 2020 and the PSA/DIA Collective Employment Agreement, the Department and the PSA have a genuine interest in ensuring Te Ao Māori is incorporated into our work.. The Te Aka Taiwhenua framework acknowledges the special contribution of Māori employees that enriches how we work with Māori.
9. The Department recognises the valuable role the PSA can play in representing its Māori members.
10. The Department recognises the importance of the PSA Ngā Kaupapa principles for transforming the workplace. These are:

**Rangatiratanga (leadership)** – empowering delegates and Māori leadership

**Whanaugatanga (personalised)** – encouraging personalisation (supported and valued as individuals) and high trust. Embracing whakapapa with a focus on building strong workplace relationships that supports connections to whanau, marae, hapu and iwi

**Kaitiakitanga (fair and secure)** – Protection of fair working conditions and a secure future. Protection of Māori to secure fair working conditions and cultural identity. This includes the equal pay, gender pay and kia toipoto principles. Promotion of all things Māori that hold spiritual and cultural significance in Tikanga practices including te reo Māori

**Manaakitanga (health and safety)** – encouraging health and wellbeing in the workplace

**Wairuatanga (promoting cultural awareness)** – acknowledging cultural awareness and normalising cultural practices through recognition of te reo Māori, tikanga and kawa

**Whakahiao Umanga (career development)** – providing opportunities for career development and ongoing learning

**Whakamana (trust and effectiveness)** – developing effectiveness so that members can perform well, contribute and be productive

**Kotahitanga** - building solidarity and unity to enable all workers to share and participate confidently in the Māori realm

11. The PSA recognises the Department's mātāpono, principles and behaviours that underpin how we work together:

**Kotahitanga** – expresses values of togetherness, solidarity, collective action reciprocity and respect.  
Strength in unity

**Manaakitanga** – to manaaki is to show kindness, respect, and hospitality towards others. This principle is about maintaining and nurturing relationships and ensuring people are looked after

**Whanaungatanga** – kinship and relationships. This principle is nurtured through shared experiences and working together, which provides people with a sense of belonging

**He Tāngata** – people are important to what we do and the culture we create. This principle is about all people, both internal and; external, being important

12. The PSA recognises the Ministry for Ethnic Communities' mātāpono, principles and behaviours that underpin how we work together:

**Whakakotahitanga** – unifying thought, opinion and action for the collective good

**Ngākau Pono** – to act with integrity and sincerity

**Whakamanawanui** – act valiantly and courageously

**Manaakitanga** – encompasses care and generosity, for the purpose of nurturing relationships.

## Partnership principles

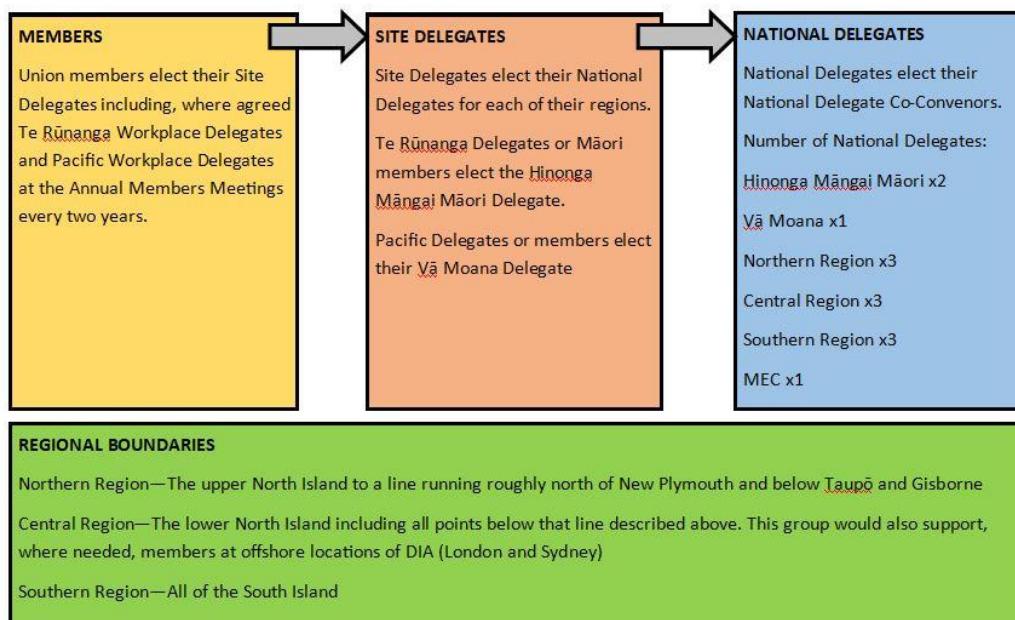
13. Both parties acknowledge the agreed partnership principles in section 1.3 of the Collective Agreement which are to:

- value the Treaty of Waitangi and hold our Treaty partnership responsibilities as fundamental to all activities
- conduct all dealings in ‘good faith’
- maintain open and regular communication to keep each other informed on any issues of significance
- identify and work through issues of concern promptly
- reach decisions by consensus, where possible and respect each other’s right to disagree
- share any information that is relevant to the other party, except where there is a specific prohibition.

## Delegate Role

14. PSA delegates are elected by PSA members in the workplace for a term of two years.

### Delegate structure:



15. The Department and the PSA recognise and acknowledge the time needed by delegates to undertake their responsibilities. Reasonable time during working hours will be provided so that Delegates can meet these responsibilities.
16. The table in [Appendix A](#) sets out the roles and responsibilities of delegates and gives an indication of the time needed to undertake these responsibilities. This will assist management and delegates to plan accordingly.
17. Some delegates have additional responsibilities, which will add more time which is included in the table. It is also acknowledged that there may be other situations where more time may be needed due to the length of meetings or to perform specific tasks.
18. If concerns arise about delegate workload, the PSA and the Department will engage constructively to address the needs of both parties.

## **Induction for new employees**

19. The PSA will liaise with HR regarding a process for induction, which will:
  - provide new employees with an introduction to the union delegate/worksites representatives
  - ensure new employees are provided with the MBIE form within 10 days of employment
  - bring to the attention of, and make available, application forms and promotional material to new employees
  - provide the opportunity for a union presentation as part of the Department's induction for new employees, Te Aka Tipu.

## **Engagement between the PSA and the Department**

20. The PSA and the Department acknowledge that for the relationship to function, both parties must engage in a constructive, collaborative and mutually beneficial manner.
21. Each party may have different interests and perspectives. Where there is a difference of opinion, both parties shall acknowledge and respect the right for each party to hold their own view on a matter.

## **Problem solving and dispute resolution**

22. Disputes in relation to this agreement will be resolved at the point of origin where possible. A dispute should be escalated only in cases where the parties have not been successful in resolving their differences.
23. Disputes that are not able to be resolved within their area of origin can be escalated to the relevant PSA Local Organiser, PSA Lead Organiser, Co-convenor, the HR Principal Advisor or General Manager Human Resources (Te Tari Taiwhenua) or the Deputy Chief Executive – Corporate Services (Ministry for Ethnic Communities/Te Tari Mātāwaka).
24. In situations where a dispute cannot be resolved through this escalation process, the dispute will be escalated to the Chief Executive and PSA National Secretary who will work to resolve the dispute and provide a response to both parties within a reasonable timeframe.

## **Strategic Leadership Forum**

25. A Strategic Leadership Forum consisting of the Chief Executive, representatives of the Department's Leadership team, representatives of the Department's HR team, the PSA National Secretary, Assistant National Secretary, PSA National Sector Lead Organiser, Lead Organiser and National Delegate representatives, will meet regularly.

26. The Forum will discuss strategic priorities for the Department, the PSA, the Public Sector and Government and will inform the development of projects and/or initiatives. The Forum will convene as necessary three or four times throughout the year.

## Member's hui and fono

27. Māori and Pasifika PSA members will be provided paid time to attend a wananga and fono every two years. Attendance or participation may occur in person (nationally or regionally).

## Delegates hui

28. Delegates will meet annually for a two-day meeting. Attendance or participation will occur virtually or in person as agreed between the Department and the PSA. Any costs will be covered by the Department.
29. This is an opportunity for delegates to discuss issues across the Department/Ministry, to plan, to engage with the Chief Executives, Human Resources and managers.

## Working groups

30. From time to time it may be appropriate to establish a working group to address shared objectives and interests. The Department and the PSA will engage early to discuss issues and will work collaboratively to seek a resolution. A terms of reference will be developed jointly to guide the working group.

Signed by the Chief Executive, Te Tari Taiwhenua, Department of Internal Affairs



Date: 02 July 2024

Paul James  
Chief Executive  
Te Tari Taiwhenua  
Department of Internal Affairs

Signed by the Chief Executive, Te Tari Mātāwaka, Ministry for Ethnic Communities



Date: 3 July 2024

Mervin Singham  
Chief Executive  
Te Tari Mātāwaka  
Ministry for Ethnic Communities

Signed by The New Zealand Public Service Association, Te Pukenga Here Tikanga Mahi Incorporated



Date: 5 July 2024

Duane Leo  
National Secretary  
Public Service Association

## Appendix A: Roles and responsibilities

The table below sets out the key responsibilities and activities of PSA delegates, the Department's people leaders and human resources. This is not an exhaustive list of responsibilities and activities, or a prescriptive description of time required or allocated to activities. Flexibility by everyone will ensure an efficient, effective and productive relationship.

Role:	Key Responsibilities	Activities/Time
Workplace delegate	<ul style="list-style-type: none"> <li>• Provide leadership, advice and support to members</li> <li>• Develop, understand and represent the collective view of members</li> <li>• Organise, run and attend membership meetings</li> <li>• Share information between PSA staff, other delegates and members</li> <li>• Recruit new members</li> <li>• Attend training to develop skills and knowledge that are relevant to the delegate role</li> <li>• Work alongside the Department on committees, working groups and regular catch ups</li> <li>• Attend bargaining meetings with members and the Department including pre-negotiation, negotiation, ratification and working parties</li> <li>• Participate in national bodies such as Rūnanga, Sector Committee and PSA networks</li> <li>• Represent the PSA at working groups, delegations and conferences</li> </ul>	<p>Workplace delegates will be given appropriate time to conduct their PSA responsibilities. Time will be allocated throughout the week as needs demand and as agreed with their manager. It is expected the time required is up to five hours per fortnight.</p> <p>The type of activities delegates may be involved in include:</p> <ul style="list-style-type: none"> <li>• Worksite delegate meetings (It is expected the time required is one hour per month)</li> <li>• Branch delegate meetings</li> <li>• Regional delegate meetings</li> <li>• Regular meetings with managers</li> <li>• Presentation and meet up at DIA induction</li> <li>• Job Evaluation Committee (It is expected the time required is three hours per week)</li> <li>• Professional Development Fund Committee. (It is expected the time required is three hours per month)</li> <li>• Health and Safety meetings</li> <li>• PSA Congress – every two years (If EOI is successful)</li> <li>• Collective bargaining (if EOI is successful)</li> <li>• Working Groups</li> <li>• Supporting change Management</li> <li>• Representing and supporting members personal cases</li> <li>• Delegate training</li> <li>• PSA Network hui- PSAY, Woman's Network etc</li> <li>• Annual members meetings</li> </ul>

Role:	Key Responsibilities	Activities/Time
National delegate	<ul style="list-style-type: none"> <li>• Provide leadership, advice and support to other PSA delegates</li> <li>• Meet with other national delegates to provide support for employment issues across the Department and worksites</li> <li>• Engage with the Department on issues that affect the Department.</li> </ul>	<p>National delegates will be given appropriate time to conduct their PSA responsibilities. Time will be allocated throughout the week as needs demand and as agreed with their manager. It is expected the time required is approximately five hours per week.</p> <p>In addition to the Delegate activities above, National Delegates are involved in:</p> <ul style="list-style-type: none"> <li>• National delegate meetings – two hours a fortnight</li> </ul>
Hinonga Māngai Māori	<ul style="list-style-type: none"> <li>• Engage with PSA Te Rūnanga o Ngā Toa Awhina (TRONTA)</li> <li>• Provide leadership, advice and support to Te Rūnanga workplace delegates and Māori members</li> <li>• Meet with other national delegates to provide support for employment issues across the Department .Provide a focus on addressing issues relating to Māori</li> <li>• Engage with the Department on issues that affect Māori members</li> <li>• Build the Rūnanga structure</li> </ul>	<p>Hinonga Māngai Māori delegates will be given appropriate time to conduct their PSA responsibilities. Time will be allocated throughout the week as needs demand and as agreed with their manager. It is expected the time required is up to eight hours per week.</p> <p>In addition to the delegate and National Delegate activities above, the Hinonga Māngai Māori delegate is involved in:</p> <ul style="list-style-type: none"> <li>• TRONTA have programmes of work that the Hinonga Māngai Māori can be involved in (this may include working groups and committees)</li> <li>• Regular TRONTA meetings</li> <li>• TRONTA annual hui</li> <li>• Hui Taumata and/or PSA Congress –every two years (if EOI is successful)</li> <li>• Organise and attend PSA Annual Hui for DIA Māori members</li> </ul>
Vā Moana	<ul style="list-style-type: none"> <li>• Engage with the PSA Pasifika Network</li> <li>• Provide leadership, advice and support to Pacific delegates and members</li> <li>• Meet with other national delegates to provide support for employment issues across the Department. Provide a focus on addressing issues relating to Pacific members</li> </ul>	<p>Vā Moana delegates will be given appropriate time to conduct their PSA responsibilities. Time will be allocated throughout the week as needs demand and as agreed with their manager. It is expected time required is up to eight hours per week.</p> <p>In addition to the delegate and National Delegate activities above, the Vā Moana delegate is involved in:</p> <ul style="list-style-type: none"> <li>• Fortnightly Vā Moana sector Fono</li> <li>• Bi-monthly board paper feedback Fono's</li> <li>• Regular meetings with Pacific sector representatives/ co-convenors/network co-convenors</li> </ul>

Role:	Key Responsibilities	Activities/Time
		<ul style="list-style-type: none"> <li>• PSA Pasefika Committee commitments (If elected to a position)</li> <li>• Organise and attend PSA Pasefika Fono for DIA members</li> </ul>
Co-convenor (2)	<ul style="list-style-type: none"> <li>• Organise and lead the national delegates</li> <li>• The key point of contact between the Department and the PSA</li> <li>• Engage with the Department on issues across the Department and its worksites</li> <li>• Oversee elections and the appointment process for delegate representation on national committees, projects and working parties</li> </ul>	<p>The Co-Convenors will be given appropriate time to conduct their PSA responsibilities. Time will be allocated throughout the week as needs demand and as agreed with their manager. It is expected time required is up to twenty hours per week.</p> <p>If one of the Co-convenors resigns the Department and the PSA will meet to agree how the twenty hours assigned to this role will be covered until a new Co-convenor is elected.</p> <p>In addition to the delegate and National Delegate activities above, the co-convenors are involved in:</p> <ul style="list-style-type: none"> <li>• Regular meetings with the CE</li> <li>• Monthly DIA/PSA meetings</li> <li>• Regular PSA Sector Committee meetings</li> <li>• Meetings with PSA Organisers</li> </ul>
People leaders	<ul style="list-style-type: none"> <li>• Allow time for union delegates to meet on a regular basis and engage in PSA related activities</li> <li>• Allow delegates and PSA representatives reasonable use of Department facilities and resources to undertake their responsibilities including communications, IT, and meeting rooms</li> <li>• Acknowledge that work undertaken as a delegate is work for the Department and that this will not disadvantage the delegate in any way</li> <li>• Agree appropriate time is available for delegates to attend union meetings, pre-negotiation meetings, negotiations, ratification meetings, working parties, PSA Congress, Sector Committees and personal grievances and disputes</li> </ul>	

Role:	Key Responsibilities	Activities/Time
	<ul style="list-style-type: none"> <li>• Provide paid travel and accommodation for delegates to attend appropriate meetings with approval from Human Resources, if required</li> <li>• Raise any issues or concerns regarding time spent as a delegate or the nature of delegate responsibilities to Human Resources.</li> </ul>	
Human Resources	<ul style="list-style-type: none"> <li>• Key contact for the relationship between union officials and delegates</li> <li>• Support managers to understand their responsibilities when engaging with delegates</li> <li>• Share this agreement with managers</li> <li>• Liaise with managers that have issues and concerns with the time spent by delegates conducting their responsibilities and discuss these with the PSA organiser to resolve any concerns</li> <li>• Manage the monthly DIA/PSA meetings with an agreed workplan that is reviewed annually.</li> <li>• Provide support for the DIA/PSA quarterly strategic relationship meetings.</li> </ul>	

#### **PSA Employees**

The PSA engages with the Department at a high level both locally and nationally. Some PSA roles are below:

**Local Organisers** advocate and represent members in the workplace at a regional level.

**Lead Organisers** advocate and represent members in the workplace; works closely with the National Delegates Committee; engages with the Departments senior leaders and is involved in bargaining and joint working groups nationally.

**National Sector Leads** provide advice and support to Lead Organisers including bargaining. They play a key role regarding health and safety and connectivity across the public service.

**Assistant Secretaries** lead organising teams and provide strategic direction aligned to the goals of the PSA. They are abreast of all collective bargaining across the public service.

