

# 〔 Collective Employment Agreement

Between Ministry of Transport Te Manatū Waka and Public Service Association Te Pūkenga Here Tikanga Mahi

1 February 2023 - 14 March 2025



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# 1 Agreement Formalities

## 1.1 Parties

- 1.1.1 The parties to this agreement are:
  - a Te Manatū Waka Ministry of Transport (“Ministry”).
  - b New Zealand Public Service Association Te Pūkenga Here Tikanga Mahi Inc. (“PSA”).
- 1.1.2 Employees of the Ministry whose positions fall within the Collective Employment Agreement (“agreement”) coverage and who are, or who become, members of the PSA, will be bound by this agreement.

## 1.2 Statement of the Parties

- 1.2.1 Good Employer - In accordance with the Public Service Act 2020, the Ministry is committed to fair treatment of employees and equality of employment opportunities. All employees will have equal opportunity for recruitment, development and promotion regardless of gender, marital status, family responsibilities, ethnicity, disabilities, sexual orientation or age. The Ministry and the PSA are committed to the government’s gender pay principles and will work together to give effect these principles, including the development, implementation and monitoring of a gender pay action plan.
- 1.2.2 Mātauranga Māori Obligations - The PSA and the Ministry acknowledge the importance of Te Tiriti o Waitangi and its principles. The PSA support the Ministry’s commitment to recognising Te Tiriti in its operations and improving its effectiveness to Māori staff and stakeholders. The Ministry is committed to the Te Tiriti o Waitangi partnership between Māori and the Crown and will promote an understanding of partnership and implementation of the Te Tiriti o Waitangi principles in the workplace. The PSA and the Ministry recognise the role of the Ministry, in supporting the Crown in its relationship with Māori under te Tiriti o Waitangi/Treaty of Waitangi.
- 1.2.3 The Chief Executive of the Ministry has a responsibility for developing and maintaining the capability of its employees to engage with Māori and to understand Māori perspectives.
- 1.2.4 The PSA and the Ministry acknowledge that the Chief Executive of the Ministry has certain responsibilities and obligations as an employer to recognise:
  - a The aims and aspirations of Māori
  - b The employment requirements of Māori
  - c The need for greater involvement of Māori in the public service

## 1 AGREEMENT FORMALITIES

1.2.5 The Ministry aspires to provide opportunities for all employees to further develop their understanding of Te Ao Māori, and their working relationships with Māori, including those that are employees of the Ministry and identify as Māori.

### 1.3 **Agreement Coverage**

1.3.1 This agreement will cover Ministry staff who are members of the PSA with the exception of:

- a all employees holding second tier managerial positions or a member of the Senior Leadership team or above;
- b casual employees
- c all employees of the Human Resources team

1.3.2 Subject to any express exclusions reflected in the agreement (see scope above), Ministry staff in positions that fall within the agreement coverage, and who are or become members of the PSA, will be covered by the terms of the agreement from the date of their membership being effected by payroll.

1.3.3 In this agreement, “employee” or “member” means a member of the Ministry’s staff who is a member of the PSA and who is covered by this agreement in accordance with this clause.

### 1.4 **Access to the Collective Employment Agreement**

1.4.1 This agreement will be made readily available to all Ministry staff, including employees.

### 1.5 **Term**

1.5.1 This agreement comes into effect on 1 February 2023 and expires on 14 March 2025.

### 1.6 **Variation**

1.6.1 Any or all the provisions of this Collective Agreement may be varied by agreement between the parties. Variations will be ratified by union members affected by the changes and must be ratified by 50% plus one member of all the members that vote.

1.6.2 Where agreement on a variation is reached between the parties, the variation will be either:

- a set out in writing and attached to this Collective Agreement; or
- b recorded

### 1.7 **Savings**

1.7.1 Nothing in this agreement will operate so as to reduce the status, remuneration or conditions of employment applying to any members at the date of this agreement coming into force. Any member who considers they may be so disadvantaged should advise the Ministry’s

Human Resources team in writing, setting out the basis of their concern, at the earliest opportunity within the term of this agreement.

- 1.7.2 On receipt of such advice from a member, the parties will meet to seek to resolve the member's concern.

### **1.8 Minimum Terms and Conditions**

- 1.8.1 This agreement will form the minimum terms and conditions of employment for members covered by the agreement. Nothing in this agreement will restrict the Ministry from providing more favourable terms and conditions of employment than those set out in this agreement.
- 1.8.2 The Ministry undertakes to consult with the PSA prior to making any changes of substance to its organisational policies and procedures which affect employment conditions.

### **1.9 Engagement**

- 1.9.1 The PSA will be given the opportunity to meet with the Ministry's Chief Executive on a regular basis, preferably quarterly or as is practicable, that enables the members to build a sound relationship with the Ministry's Chief Executive. PSA representatives, at these meetings with the Chief Executive, will comprise the PSA Organiser and the Ministry's Convenor/s of PSA delegates. The Ministry's representatives at the meetings with the Chief Executive may include the Ministry's Deputy Chief Executive, Corporate Services and the Human Resources Manager. Should the Chief Executive be unable to attend, the parties may choose to proceed with the Deputy Chief Executive, Corporate Services or the Human Resources Manager deputising for the Chief Executive.
- 1.9.2 The PSA organiser and Convenor/s of Delegates and the Ministry to meet on a monthly basis to maintain the relationship.

## **2 Employment Categories**

### **2.1 Full-Time Employee**

- 2.1.1 A full-time employee is an employee who is employed on a continuing basis for an unspecified term and whose standard hours of work are 38 hours per week.

### **2.2 Part-Time Employee**

- 2.2.1 A part-time employee is an employee whose standard hours of work are less than 38 hours per week on a continuing basis for an unspecified term. Unless otherwise specified all provisions in this agreement are prorated for part-time employees.

### 3 HOURS OF WORK

#### 2.3 Fixed-Term Employee

- 2.3.1 A fixed-term employee is an employee employed for a fixed-term of employment on either a full-time or part-time basis. Fixed-term employees may be used for relief work, special projects or to meet temporary business requirements of the Ministry.
- 2.3.2 The period of employment for fixed-term employees will be specified in an employment letter, which will form part of the employment agreement.
- 2.3.3 The period of fixed-term employment for fixed-term employees will be no longer than 12 months, unless otherwise agreed with the member for a genuine reason. Offering or extending a contract for a period beyond 12 months will not be practised by the Ministry as a device to unreasonably avoid obligations of longer term employment and will be in accordance with s66(2) of the Employment Relations Act 2000. If a staffing gap exists that is filled on a fixed-term basis for more than 12 months, the Ministry will look to establish the role as a permanent role.
- 2.3.4 PSA delegates will be informed on a regular basis of any fixed-term employees that have been offered or extended beyond 12 months.
- 2.3.5 Fixed-term employees are covered by the terms and conditions of this agreement except for:
  - a parental leave
  - b re-entry after family care
  - c study leave
  - d extended special leave without pay
  - e surplus staffing provisions
  - f long service leave

### 3 Hours of Work

#### 3.1 Hours of Work

- 3.1.1 The standard working week will be Monday to Friday inclusive, unless otherwise agreed. The contractual hours of work for employees under this agreement are 38 hours per week.
- 3.1.2 The hours of work in any day, including starting and finishing times, will be decided by the Ministry after reasonable consultation with the employee.
- 3.1.3 Any changes to the hours or days of work will be by agreement between the Ministry and the employee. Neither party shall unreasonably withhold agreement.

3.1.4 Where practicable, the employee will be given a minimum break of nine (9) hours between spells of duty.

3.1.5 An employee's hours of work, either full or part time, may be averaged on a weekly, fortnightly, or annual basis by agreement between the employee and the Ministry.

### **3.2 Flexible Working Hours**

3.2.1 Wherever possible, employees will be given the opportunity of working flexible working hours.

### **3.3 Meal Break and Rest Breaks**

3.3.1 An unpaid meal break of at least half an hour will be allowed to employees after four hours work, provided work is to continue beyond the meal break.

3.3.2 Employees will be entitled to rest breaks of ten (10) minutes each morning and afternoon or equivalent.

3.3.3 The Ministry will provide tea, coffee, drinking chocolate, milk and sugar.

### **3.4 Overtime/Time Off in Lieu (TOIL)**

3.4.1 Employees may be required to work overtime to meet the operational requirements of the Ministry. Overtime must be pre-approved by Managers.

3.4.2 Overtime means time worked in excess of the hours of work agreed in this agreement; refer to Clause 2.1.1 and 2.2.1.

3.4.3 Employees who work overtime in accordance with Clause 3.4.1 and 3.4.2, and whose role falls within Korn Ferry Grade 12 or 13, shall be entitled to overtime payments.

3.4.4 Overtime payments will be calculated on a daily basis and where payable, paid at double time rate (T2).

3.4.5 The overtime rate includes higher duties and similar allowances.

3.4.6 The Ministry is committed to providing time off in lieu for employees:

a who work overtime in accordance with Clause 3.4.1 and 3.4.2, and

b whose role falls within Korn Ferry Grade 14 and above.

3.4.7 The Ministry's TOIL policy will apply to any time off in lieu.

3.4.8 The Ministry's roles and the Korn Ferry Grades in which they fall at the time of entering into this agreement are set out on the Ministry's intranet.

3.4.9 If during the term of this agreement there is any change to the Ministry's roles and/or the Korn Ferry Grades in which they fall, Clause 3.4 shall apply to those changed roles and Korn Ferry Grades from the date on

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**4 REMUNERATION**

which they take effect (whether or not the Ministry's roles and the Korn Ferry Grades in which they fall are updated on the Ministry's intranet).

## 4 Remuneration

### 4.1 Job Grades

- 4.1.1 The Korn Ferry job sizing methodology has been used to develop a job structure for the Ministry, which accurately reflects the job titles and job sizing for positions within the Ministry.
- 4.1.2 There is one published job structure for all positions covered by this agreement. This structure will be updated when significant changes occur to positions within the Ministry, and at least annually. The Ministry's job structure will be made readily available to all staff and will be regularly updated and published on the Ministry's intranet.
- 4.1.3 PSA delegates and organisers will be notified of any material changes made to the Ministry's job structure.
- 4.1.4 PSA delegates and organisers will also be provided with reasonable access to the Ministry's job evaluation advisers to consult on any significant changes made to the job structure affecting members.

### 4.2 Public Service Pay Adjustment

- 4.2.1 Effective 1 December 2022:
  - a Eligible employees of the Ministry will receive a \$4,000 increase to base salaries.
  - b PSA members will receive a one-off gross payment of \$750.
- 4.2.2 The following employees, who were employed by the Ministry as at 1 December 2022, are eligible for base salary increases as described in 4.2.1 (a):
  - a full time employees
  - b casual and fixed term employees
  - c those on paid secondments and sabbaticals
  - d employees on various types of leave
  - e those on unpaid leave will have their payments and salary increases made upon their return.
- 4.2.3 Employees who have left the Ministry between the effective date of 1 December 2022 and the implementation date, will not be eligible for the baseline salary increase or one-off gross payment to PSA members.
- 4.2.4 Those employees who are PSA members at the close of business ten (10) working days after the date Terms of Settlement are signed by the parties will be eligible for the member only benefit described in 4.2.1(b).

As soon as practicable, the PSA will provide the Ministry with a list of members as at this date, to enable payment.

- 4.2.5 The parties agree the payment is \$750 gross for a 1.0 FTE employee and will be paid pro-rated based on contractual hours.
- 4.2.6 Effective 1 December 2023:
- a Eligible employees will receive salary increases that are the greater of \$2,000 or 3 percent. Those on salaries over \$180,000 will receive increases of the same level as those on \$180,000
  - b All employees will receive a one-off \$500 gross lump sum payment
  - c The following employees, who are employed by the Ministry as at 1 December 2023, are eligible for base salary increases as described in 4.2.6 (a) and one-off \$500 gross lump sum payment:
    - i Full time employees.
    - ii Casual and fixed term employees.
    - iii Those on paid secondments and sabbaticals.
    - iv Employees on various types of leave.
    - v Those on unpaid leave will have their payments and salary increases made upon their return.
- 4.2.7 Remuneration changes described in 4.2.1 and 4.2.6 will be implemented as soon as practicable after effective dates, at the discretion of the Ministry.

### 4.3 Job Structure and Pay Band

- 4.3.1 The Ministry's job structure as at the date of this Agreement is attached (Appendix 2) for information purposes only. A pay band applies to each position in the Ministry. A position is placed into a pay band through the job evaluation process.
- 4.3.2 Pay bands will be reviewed annually. The Ministry will determine what increase, if any, is applied to each band taking into account factors including, but not limited to, government expectations, market comparisons with the public sector, recruitment and retention, budget and affordability, and Ministry priority setting.
- 4.3.3 PSA delegates will be provided with an opportunity to engage with the Ministry's remuneration advisers on any significant changes made to pay bands.

## 4 REMUNERATION

### 4.4 Remuneration Structure

- 4.4.1 Changes to the remuneration structure will be effective as of 1 July 2023. The changes include:
- a all pay bands will start at 90% and reach 100% at step 4. For the avoidance of doubt, this means employees will reach 100% after 3 years of service. Bands 12–14 will have steps to 110%
  - b bands 15–18 will have one additional step at 102.5%
  - c bands 19+ have no steps above 100%
  - d all bands will continue to have discretionary progression from the end of their steps to 120%. Faster progression also remains possible, subject to performance, budget and any other factors considered relevant by the Ministry. Guidelines on discretionary progression are unchanged.

- 4.4.2 The progression structure is detailed in the below table:

Step	Bands 12, 13 and 14	Bands 15, 16, 17 and 18	Bands 19+
1	90%	90%	90%
2	93.3%	93.3%	93.3%
3	96.7%	96.7%	96.7%
4	100%	100%	100%
5	103%	102.5%	N/A: discretionary increase
6	106%	N/A: discretionary increase	N/A: discretionary increase
7	108%	N/A: discretionary increase	N/A: discretionary increase
8	110%	N/A: discretionary increase	N/A: discretionary increase
~	N/A: discretionary increase	N/A: discretionary increase	N/A: discretionary increase
Max.	120%	120%	120%

- 4.4.3 The remuneration structure for 1 July 2023 is attached in Appendix 3 and for 1 December 2023 is attached in Appendix 4.

- 4.4.4 The Ministry may make additional adjustments to remuneration to address anomalies, including addressing gender and ethnicity pay gaps.

### 4.5 Review Rights

- 4.5.1 Members who are dissatisfied with the outcome of their performance appraisal may request a review of the process and outcome either by their manager's manager or the Manager Human Resources.

4.5.2 The member has the right to seek the assistance of and/or involvement of the PSA at any point within this process.

4.5.3 The attention of members is drawn to the rights and protections of the Ministry's Personal Grievance procedures in this regard.

#### **4.6 Payment of Remuneration**

4.6.1 Salaries are paid in arrears on a fortnightly basis.

4.6.2 A pay advice showing details of remuneration and deductions is available electronically for each pay period.

4.6.3 All outstanding monies and holiday pay will be paid without undue delay on termination of employment. The Ministry is entitled to deduct monies owed to it by the employee from the final payment.

#### **4.7 Annual Practising Fees**

4.7.1 A member's manager may approve the reimbursement of professional association fees at their discretion, where the benefit of membership by the member provides benefit to the Ministry.

4.7.2 The Ministry will pay admission fees, registration or annual practising fees where the qualification or holding of a practising certificate is necessary to enable the member to fully carry out their duties.

#### **4.8 Higher Duties Allowance**

4.8.1 The Ministry will approve payment of a higher duties allowance:

a to a member who is required to undertake the full duties and responsibilities of a higher salaried position (including the management and planning responsibilities) during the temporary absence of the occupant of that position, and who competently discharges those higher duties; or

b at a lesser rate, to a member who is required to undertake only some of the duties and responsibilities of a higher salaried position; or if required to undertake the full duties and responsibilities of a higher salaried position is unable to do so; or where two or more Ministry staff are each performing some of the duties of a higher salaried position. The rate in these circumstances will be proportional to the duties and responsibilities undertaken, having regard to their nature and complexity.

4.8.2 The rate of the allowance will be calculated by taking the difference between:

a the normal salary of the member acting in the position; and  
b the salary that the member would receive if appointed to the higher position.

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**4 REMUNERATION**

- 4.8.3 For a member undertaking full duties and responsibilities in Clause 4.8.1(a), this will take into account the member's previous experience and the extent to which they will be developing into the acting role but will be no less than 90% of the salary range of the higher position.
- 4.8.4 The minimum qualifying period is five (5) consecutive working days actually undertaking the higher duties and responsibilities and this criterion must be met on each occasion that the higher duties are performed.
- 4.8.5 If the period of acting exceeds three months, the Ministry will review the amount of higher duties allowance paid to the member at intervals not exceeding three months and adjust this upward if the member is performing at a level above the percentage of the salary range of the higher position being paid.
- 4.8.6 When a member is promoted to a position that the member has previously undertaken full duties and responsibilities of and paid a higher duties allowance for, then the appointment to that position may be backdated to the date that the higher duties were taken up.
- 4.8.7 A higher duties allowance may be paid as an ex-gratia payment or a fortnightly allowance.

**4.9 First Aid Attendant**

- 4.9.1 An authorised First Aid Attendant, who must hold a current First Aid Certificate, will be paid an annual allowance of \$350.
- 4.9.2 Members receiving a first aid allowance will be expected to perform all duties associated with appointment as a first aid attendant at the Ministry (including the checking of first aid boxes and other responsibilities.)

**4.10 Travelling and Local Subsistence Expenses**

- 4.10.1 A member who is required to travel away on Ministry business will be reimbursed all actual and reasonable travel and out-of-pocket expenses on production of receipts or by prior financial advance. Reimbursement without receipts may be approved if the Ministry is satisfied that the expenditure was necessary, reasonable and actually incurred.
- 4.10.2 A member who is required to remain at work after normal working hours and is unable to go home for a meal will be reimbursed actual and reasonable out of pocket expenses on production of receipts in accordance with Ministry policy. Reimbursement without receipts may be approved if the Ministry is satisfied that the expenditure was necessary, reasonable and actually incurred.

**4.11 Motor Vehicles**

- 4.11.1 Where the use of a private motor vehicle for official Ministry business has been approved, members will be paid a motor vehicle allowance at the rate specified by the Inland Revenue Department.

## 5 Leave Provisions

### 5.1 Interaction with other laws

5.1.1 Nothing in Clause 5 limits rights or obligations under the Holidays Act 2003 or any other law.

### 5.2 Public Holidays

5.2.1 The Public Holidays are:

- a Christmas Day
- b Boxing Day
- c New Year's Day
- d The day after New Year's Day
- e Anniversary Day (as observed locally)
- f Waitangi Day (as observed)
- g Good Friday
- h Easter Monday
- i ANZAC Day (as observed)
- j King's Birthday
- k Matariki
- l Labour Day

5.2.2 When a Public Holiday falls on a day that is a working day for that member, they will receive a paid holiday.

### 5.3 Working on a Public Holiday

5.3.1 When a member is required by the Ministry to work on a Public Holiday, then, instead of receiving their usual daily rate, the member will receive payment at the relevant hourly rate plus half that rate again for all hours worked on the Public Holiday.

5.3.2 The member also is entitled to an alternative holiday, instead of a public holiday, if the member is requested to work on a public holiday and actually works (in accordance with this Agreement) on any part of that day and the public holiday falls on a day that would otherwise be a working day for the member.

5.3.3 If the member is entitled to a paid alternative holiday, the alternative holiday will be taken:

- a on a day that is agreed by the Ministry and the member; and
- b on a day that would otherwise be a working day for the member.

5.3.4 The member will be entitled to a whole working day off work, regardless of the amount of time the member actually worked on the public holiday.

## 5 LEAVE PROVISIONS

- 5.3.5 If no agreement can be reached by the Ministry and member on when an alternative holiday is to be taken, then the member may decide when an alternative holiday is taken, provided:
- a the member takes into account the Ministry's view as to when it is convenient for the member to take the day; and
  - b it is taken within twelve (12) months of the member's entitlement to the alternative holiday having arisen; and
  - c the member gives a minimum of fourteen (14) days' notice of their intention to take any such alternative holiday.
- 5.3.6 Where the member does not give the Ministry at least fourteen (14) days' notice, the Ministry reserves the right to decline such leave to be taken at that time.
- 5.3.7 If the alternative holiday is not taken within twelve (12) months of the entitlement having arisen, and no agreement has been reached with the member, the Ministry may decide when the alternative holiday is taken.
- 5.3.8 Payment for an alternative holiday will be at the rate of the member's relevant daily pay for the day, which is taken as the alternative holiday.
- 5.3.9 The Ministry must make the payment for the alternative holiday in the same pay period as the alternative day off is taken.
- 5.3.10 Every effort must be made for the member to take the alternative day off. However, if the alternative day cannot be taken, the member may request that the Ministry exchange the member's entitlement to an alternative holiday for payment.
- 5.3.11 This request may be made only if twelve (12) months have passed since the employee's entitlement to the alternative holiday arose, and payment will only be made if the Ministry agrees to the employee's request.
- 5.3.12 The Ministry must pay the employee the relevant daily pay that the employee would have received if they had taken the alternative holiday in the pay period the payment is made.

### 5.4 Ministry Holidays

- 5.4.1 The Ministry grants three (3) days Ministry Holidays each year. These days will normally be taken between Christmas and New Year or on another day by mutual agreement between the employee and the Ministry.

### 5.5 Continuity of Service

- 5.5.1 For the purposes of annual leave, sick leave, long service leave and retirement leave the Ministry will recognise an employee's prior service with other departments and departmental agencies of the Public Service (as specified in Schedules 1 and 1A of the State Sector Act 1988), and with any Crown Entity (excluding District Health Boards and the

Education service as defined in the State Sector Act 1988 e.g. School Boards of Trustees and Tertiary Education Institutions.)

- 5.5.2 For the purposes of Clause 5.5.1:
  - a service will be recognised if it last ended within five (5) years of commencement of employment with the Ministry.
  - b service will be regarded as interrupted, but not broken, for breaks of fifteen (15) months or less, or for breaks of four (4) years or less for the purpose of childcare.
  - c parental leave will interrupt but not break service
  - d leave without pay will interrupt but not break service.
  - e service will not be recognised if it ended with the member accepting severance or enhanced early retirement under any restructuring or surplus staffing provisions of the relevant employer.
- 5.5.3 The Ministry will maintain a record of prior service for the purposes of calculating leave entitlements, including service recognised prior to the commencement of this agreement.
- 5.5.4 Where continuous service was already recognised for a particular entitlement prior to the introduction of the public service common leave provisions, that service will continue to be recognised for that purpose.

## **5.6 Annual Holidays**

- 5.6.1 Full-time employees are entitled to the following paid Annual Holidays at the end of each year of their employment:
  - a Less than five years' continuous service – twenty (20) days;
  - b Five years' continuous service or longer – twenty-two (22) days.
- 5.6.2 The Annual Holiday entitlement for part-time employees will be calculated on a pro rata basis.
- 5.6.3 Up to a full year's annual leave entitlement may be carried over to the subsequent year. Accumulation beyond this amount requires Chief Executive approval. It is the Ministry's objective that employees take all the leave to which they are entitled in the year it is earned to meet their rest and relaxation needs. The accumulation of leave by employees is not encouraged, and employees may be directed by their manager to use up outstanding annual leave.
- 5.6.4 An employee may anticipate annual leave by mutual agreement with the Ministry, taking into account work requirements and the employee's personal preferences.
- 5.6.5 The timing of annual leave will be decided by agreement between the employee and their manager, taking into account work requirements and the employee's personal preferences.

## 5 LEAVE PROVISIONS

- 5.6.6 Holiday pay will be paid in accordance with the Holidays Act 2003. This is to ensure that members who receive regular allowances and/or overtime payments are not financially disadvantaged by taking Annual Holidays. Where less than a week's leave is taken, it will be converted to a daily rate and paid accordingly.
- 5.6.7 Payment for annual holidays will be by way of the normal pay cycle, which will continue undisturbed by the holiday taken, although a member may apply for holiday pay to be paid in advance of taking the period of leave.
- 5.6.8 The facility to cash-up annual leave in accordance with the Holidays Act 2003 may be agreed between the Ministry and the member.
- 5.6.9 The facility to agree salary trade for additional annual leave may be agreed between the Ministry and the member.

### 5.7 Sick Leave

- 5.7.1 With the exception of Clauses 5.7.8 to 5.7.12 below (inclusive) where, immediately before the commencement of this agreement, a member was covered by more beneficial sick leave terms and conditions than those provided in this Clause 5.7, those terms and conditions will continue to apply in place of the terms and conditions set out in this Clause.
- 5.7.2 Full-time employees will be entitled to 15 days paid sick leave per annum from the start of their employment.
- 5.7.3 Sick leave will be pro-rated for part-time employees.
- 5.7.4 Any further leave may be allowed at the sole discretion of the Ministry.
- 5.7.5 Sick leave is accruable to a maximum of 260 days.
- 5.7.6 An employee may use their personal sick leave entitlements to care for, or attend to the needs of, another person who is dependent upon them, normally to a maximum of 10 days per year.
- 5.7.7 Where an employee has insufficient sick leave to cover a period of absence the Ministry will give genuine consideration to the provision of additional paid days leave, along with the range of options to support the employees to return to work.
- 5.7.8 Absences because of sick leave must be reported to the Ministry as soon as possible.
- 5.7.9 The Ministry may require a medical certificate from a registered medical practitioner:
  - a For sickness or injury of fewer than three consecutive calendar days, if a pattern of regular absences has developed, or if the Ministry reasonably suspects that sick leave taken is not genuine (in either case the Ministry will advise the member of its concern and that proof of sickness is required at the Ministry's expense).

- b For sickness or injury of three or more consecutive calendar days, at the employee's expense.
  - 5.7.10 When an employee is sick or injured, the Ministry may require a medical certificate from a registered medical practitioner as proof of sickness or injury for all sick leave taken in excess of one week.
  - 5.7.11 The Ministry may require an employee to undergo a medical examination or assessment by a registered medical practitioner nominated by the Ministry:
    - a if there are grounds for considering that the member is not medically fit for work or capable of performing the member's duties in terms of this Agreement; or
    - b if the Ministry considers that a member's physical and/or mental health may pose a risk to the member's health and safety at work and/or the health and safety of other Ministry employees.
  - 5.7.12 If the Ministry requires such a medical examination the Ministry will cover the expense of such an examination. Subject to Clause 5.7.7, this process is facilitated by the employee's manager and the Human Resources team. The Ministry will maintain the member's confidentiality with regard to the requirement and arrangements for and the results of the examination, which will be copied to the member.
  - 5.7.13 If a member is required to provide a medical certificate or undergo a medical examination they may contact a PSA delegate for advice.
  - 5.7.14 If a member refuses to attend a medical examination or assessment under this Agreement, the Ministry reserves the right to make a decision regarding the member's fitness to perform the member's duties under this Agreement on the information it has available.
  - 5.7.15 When sickness occurs while an employee is taking annual or long service leave, the Ministry may permit the period of sickness to be treated as sick leave.
  - 5.7.16 The provisions of the Ministry's policies and procedures will apply to employees who are expected to be absent from work for extended periods of time due to serious illness or accidents, and who are expected to exceed the sick leave available to them in terms of the Ministry's sick leave practices.
- 5.8 Bereavement/Tangihanga Leave**
- 5.8.1 In accordance with the Holidays Act 2003, the employee is entitled to a minimum of three (3) day's bereavement leave for the death of a close relative, including a miscarriage or stillbirth and one (1) day's leave on the death of any other person, where the Ministry accepts that the employee has suffered bereavement.

## 5 LEAVE PROVISIONS

- 5.8.2 The Ministry may grant bereavement leave which is additional to the requirements of the Holidays Act. In granting that leave, it will be guided by the principles set out in Clause 1.2.2 where relevant.
- 5.8.3 Circumstances in which the Ministry may grant additional bereavement leave include:
- The death of a person with whom the member has had a close association
  - The death of a person where the member's obligations in relation to the funeral or tangihanga arise because of family ties or cultural requirements
  - An unveiling of a headstone / *hura kōhatu* of a person referred to in Clauses 5.8.1 and 5.8.2
  - Miscarriage or stillbirth
- 5.8.4 The length of any additional bereavement leave granted under this clause will be at the discretion of the Ministry, which will be guided by:
- The duration of the funeral/tangihanga
  - The closeness of the association between the member and the deceased
  - Whether the member is expected to take significant responsibility for any or all of the arrangements for the ceremonies resulting from the death, and the amount of time needed to discharge that responsibility
  - The travel time taken by, and the travel options available to, the member to reach the place of the funeral/tangihanga.
- 5.8.5 Attendance or participation in a funeral, tangihanga or unveiling may occur virtually or in person. The availability of a virtual option will not preclude a member from attending or participating in person if it is their preference to do so.
- 5.8.6 The Ministry will make a decision on the availability and duration of additional bereavement leave under this clause as quickly as possible so that the employee is given maximum time possible to make any arrangements necessary. Approval may be given retrospectively if necessary. Where it is not possible to apply for leave using the normal HR system during business hours, the employee shall communicate their request as soon as possible, through whatever channels may be available (including email and text message).
- 5.8.7 If a bereavement occurs while an employee is absent on paid leave such as annual leave, sick leave, long service leave (except where this is taken on termination of duty), then such leave may be interrupted, and bereavement / tangihanga leave granted.

5.8.8 Except as required for HR purposes, information related to any bereavement experienced by an employee will not be shared without the express consent of the employee concerned.

### **5.9 Special Leave without Pay**

5.9.1 From time to time, at the Ministry's discretion, a member may be granted special leave without pay. Special leave without pay interrupts, but does not break service.

5.9.2 Placement on return from special leave without pay of more than three (3) months is conditional on a suitable vacancy. Salary at the same level as applied prior to the member going on special leave without pay cannot be guaranteed.

5.9.3 A member who cannot be placed in employment as at the proposed date of return will continue on special leave without pay for a further period of three months, after which, if the member remains unplaced, employment with the Ministry terminates.

### **5.10 Long Service Leave**

5.10.1 Members who have completed five years' service will be granted, once only, one week Long Service Leave and an additional week for each five (5) years of service thereafter.

5.10.2 Long Service Leave entitlements may be accumulated and taken together (up to a maximum of four (4) weeks in total).

5.10.3 Prior service will be recognised in accordance with Clause 5.5.1 for the purposes of granting Long Service Leave, but only to the extent that Long Service Leave has not been taken as part of that prior service. For example, a person who has worked for another Public Service employer for eight years on joining the Ministry and has previously taken one week of Long Service Leave would have three years service recognised by the Ministry in relation to Long Service Leave.

### **5.11 Employment Relations Leave**

5.11.1 All PSA delegates will be given reasonable employment relations leave to allow for training, negotiations and meetings (also refer to Appendix 1.)

### **5.12 Parental Leave**

5.12.1 Employees are entitled to unpaid parental leave and employment protection in accordance with the Parental Leave and Employment Protection Act 1987 (PLEPA). Employees taking parental leave may be eligible for statutory paid parental leave payments in accordance with PLEPA. These payments are taxpayer funded and administered by Inland Revenue. The purpose of this Clause 5.12 is to set entitlements for members that exceed the minimum requirements of PLEPA.

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## 5 LEAVE PROVISIONS

- 5.12.2 Surplus Staffing Situation:
- a When a surplus staffing situation involves a position that is usually occupied by a member who is on parental leave, then the same surplus staffing provisions that would apply to other employees who are part of the same surplus, will apply.
  - b Any member on parental leave must be notified if their position is to be disestablished as a result of a staffing surplus.
- 5.12.3 Paid Partner's Leave: Where a member takes up to 2 weeks partner's leave in accordance with PLEPA, this will be paid.
- 5.12.4 Ex-Gratia Payment: A member who has taken at least 6 weeks primary carers or extended leave in accordance with PLEPA, and returns to work, and completes a further six months service, is eligible for an ex-gratia lump sum taxable payment equivalent to payment of six weeks' salary.
- 5.12.5 The ex-gratia payment under Clause 5.12.4 will be calculated as follows:
- a The amount of the ex-gratia payment will be calculated using the member's normal rate of base salary on the first day back at work and, subject to paragraph b, according to the member's ordinary working hours for the 30-day period immediately prior to the commencement of parental leave
  - b A member who reduces their working hours for a short period prior to going on parental leave, may request that their ordinary working hours be calculated using the 30-day period immediately prior to such reduction, and the Ministry will give due consideration to the request
  - c The ex-gratia payment will be reduced pro rata if the member has taken primary carers or extended leave for a total period of less than six weeks (for example, a member who took 3 weeks' parental leave would be entitled to an ex-gratia payment equivalent to 3 weeks' pay).
  - d Any payment for paid partners leave to the member in accordance with Clause 5.12.3 will be subtracted from the ex-gratia payment, on a pre-tax basis
  - e A member is not entitled to, and will not be paid, an ex-gratia payment if the member's partner has or will receive an ex-gratia payment in relation to parental leave from the Ministry or another Public Service employer. However, if both partners are entitled to an ex-gratia payment from a Public Service employer, the member may choose to be paid the ex-gratia payment under this agreement, provided the member provides a statutory declaration to the effect that their partner has not, and will not receive, the ex

gratia payment from the Ministry or any other Public Service employer.

**5.12.6 Annual Leave accrued during parental Leave:**

- a Despite section 42(2) of PLEPA, a member who takes annual leave following return to work from parental leave utilising leave accrued during the period of parental leave, is entitled to be paid for that leave in accordance with section 21 of the Holidays Act (that is, at the higher of average weekly earnings and ordinary weekly pay).
- b The Ministry expects members to use annual holiday entitlement accrued during a period of parental leave within the first 12 months following the member's return to work.

**5.12.7 Returning to work:**

- a Where a member returning from parental leave requests to work reduced hours the Ministry will discuss that request with the member. While agreement to the member returning to work on reduced hours cannot be guaranteed, the Ministry will endeavour to accommodate the member either by agreeing to the member's request or by reaching agreement with the member on some other part-time arrangement. Any agreement by the Ministry may include time frames around the member's return to the member's previous hours of work.
- b A member may use annual leave accumulated during parental leave to help transition back to work, e.g. using annual holiday each week or at regular intervals.

**5.13 Re-entry after Family Care**

- 5.13.1 A member who resigns to care for a family member, and then applies within two (2) years of resignation for any vacancy for which they have the skills to fill competently, will be given preferential consideration over an external candidate who is equally suitable for the role as a member. The position must be substantially the same in character and of the same or lower job size as their previous position.
- 5.13.2 For this consideration under this provision the applicant must:
  - a Give notice when resigning that they wish to take advantage of this Clause
  - b Apply to be appointed to a suitable vacancy, and state in their application that they wish to rely on this Clause
  - c Provide evidence that their family member has been in need of care. In the case of resignation for a pre-school child, a birth certificate for the child will meet the requirement

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**5 LEAVE PROVISIONS**

- d Sign a statutory declaration stating their absence has been to care for a family member and they have not been in paid employment for more than 15 hours per week with another employer.
- 5.13.3 The benefit of this provision is limited to the first role the member applies for under this Clause and any other role applied for within three (3) months from the date of that first application.

**5.14 Jury Service**

- 5.14.1 An employee will be granted paid leave for Jury Service. Expenses may be retained by the employee but all jurors' fees are to be paid to the Ministry.

**5.15 Witness Leave**

- 5.15.1 Where a member appears as a witness in a private capacity in relation to the prosecution of another person for an offence, up to three (3) days' paid leave may be granted. The member will make reasonable efforts to recover witness fees from the party calling the witness and pay the fees to the Ministry.
- 5.15.2 Where the member appears as a witness in a private capacity in any other proceeding, annual leave or leave without pay may be granted. The employee is responsible for any expenses incurred and may retain any fees, allowances and expenses awarded by the Court.

**5.16 Study Leave**

- 5.16.1 The Ministry may grant study leave and assistance to members who wish to undertake study, research or projects that are relevant to their employment and that will assist in the member's professional development.
- 5.16.2 Members should discuss their wishes before they enrol for a course of study.
- 5.16.3 The Ministry in consultation with the member will at least consider the following:
  - a the time commitment required and the workload of the employee;
  - b programme requirements such as attendance at lectures or workshops, residential modules, on-the-job or practical experience, examinations and assessments;
  - c additional support available such as use of work facilities and technology; and
  - d the impact of the leave on the work of the organisation and on the workload of the employee and others.

- 5.16.4 The Ministry and member may agree to matters such as, but not limited to:
- a Paid leave or time-off to attend courses, lectures, and vocation courses associated with correspondence study;
  - b Paid leave prior to, and for sitting the exam;
  - c Unpaid leave where the course is not specifically work related;
  - d Reimbursement of fees/costs.

**5.17 Leave to Attend Meetings of Boards, Councils and Committees**

- 5.17.1 The Ministry may approve up to six (6) days paid leave per annum to members attending meetings of Boards, Councils and Committees provided that:
- a the appointment is by Ministerial appointment;
  - b there is no difficulty releasing members from their duties;
  - c any remuneration received during paid leave is refunded to the Ministry.

**5.18 Leave for Outward Bound Courses**

- 5.18.1 Paid leave and the payment of fees will be granted for approved members to attend Outward Bound Courses.

**5.19 Leave for Civil Defence, Defence Forces, Search and Rescue and Fire Fighting**

- 5.19.1 Eligible members will be granted at the Ministry's convenience up to twelve (12) weeks paid leave for initial training and up to four (4) weeks paid leave for each subsequent year in accordance with the Volunteers Employment Protection Act 1973.
- 5.19.2 Members who attend conferences or courses in relation to emergency management sponsored or supported by the Department of Prime Minister and Cabinet may be granted paid leave at the Ministry's convenience.
- 5.19.3 Members who volunteer following or during a civil defence or search and rescue emergency, may be granted paid leave for the duration of an emergency, up to a maximum of three (3) days.
- 5.19.4 Members who have been granted approval to volunteer in relation to a civil defence or search and rescue emergency, may be granted paid leave for the duration of an emergency, up to a maximum of ten (10) days. Members who undertake such work without prior consent, may be granted leave without pay.
- 5.19.5 Members who are members of recognised fire fighting forces, may be granted paid leave for emergency callouts during normal working hours, subject to consent being obtained from the Ministry.

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## 6 WORK ENVIRONMENT AND WELLBEING

5.19.6 The Ministry's policies and procedures will have effect in relation to relevant leave arrangements and also deal with other leave relating to volunteer work.

### 5.20 Cultural Leave

5.20.1 The Ministry will provide cultural leave to support employees where the employee is attending proceedings, including but not limited to:

- a Land court hearings concerning land issues of the staff members iwi
- b Hui Raupatu (Hui regarding land claims)
- c Iwi committee elections
- d Formal signing of Waitangi Tribunal claim settlements

5.20.2 Employees will be entitled to a maximum of five (5) working days per calendar year, under this Clause, with the amount of leave on each occasion determined by the Ministry having regard to Clause 1.2.2, where relevant.

## 6 Work Environment and Wellbeing

### 6.1 Health and Safety

6.1.1 The Ministry is committed to providing a safe and healthy work environment and will comply with the requirements of the Health and Safety at Work Act 2015, its regulations and any relevant approved code of practice.

6.1.2 While at work, employees must take reasonable care to ensure their fitness for work and health and safety, and the health and safety of any other persons.

6.1.3 Employees must comply, as far as the employee is reasonably able, with the Ministry's reasonable health and safety instructions, and any reasonable health and safety policies or procedures, including those regarding the safe use of equipment. Failure to comply with the Ministry's health and safety policies or procedures may constitute serious misconduct.

6.1.4 Employees are required to report all potential hazards and risks, and to co-operate in assisting the Ministry to monitor and eliminate or minimise such hazards and risks.

6.1.5 Employees are required to report all accident or injuries or notifiable illnesses which arise out of or in the course of work under this Agreement as soon as practical after the accident or injury occurs or the illness is diagnosed.

## 6.2 Work Related Injury

- 6.2.1 If an employee suffers a work-related injury and is absent from work, the employee may be required to return to work to assist in their rehabilitation, and to undertake work that is reasonably within the employee's capabilities. This will be determined in consultation with the employee's medical practitioner and the ACC/Accident Insurer.
- 6.2.2 The Ministry may require the employee to be treated by a registered health practitioner of the Ministry's choice. In these circumstances the Ministry will pay all expenses associated with the treatment.

## 6.3 Non-Work-Related Injury

- 6.3.1 If an employee is unable to work, or is unable to work their standard hours, and is not entitled to weekly compensation under the Accident Compensation Act 2001, the employee may use their sick leave.
- 6.3.2 If an employee is entitled to weekly compensation under the Accident Compensation Act 2001, the employee may elect to use their sick leave entitlement to make up the difference between the employee's weekly compensation and the payment the employee would have received for working their standard hours of work.
- 6.3.3 If an employee suffers a non-work-related accident and is unable to perform their usual job, the employee may request to transfer to another job during the period of rehabilitation. If the Ministry agrees, the employee will be paid the appropriate remuneration for the job to which the employee is transferred.

## 6.4 Employee Welfare

- 6.4.1 The Ministry will:
  - a Provide showers where practicable;
  - b Support workplace sport teams;
  - c Encourage and support community-wide educational campaigns on health issues;
  - d Where deemed necessary, provide the services and facilities for a registered health practitioner to provide check-ups in the workplace;
  - e Agree to paid time off for appointments with registered health practitioners, where reasonable and practicable; and
  - f Continue to provide access to EAP or other professionals as needed.

## 6.5 Harassment

- 6.5.1 The Ministry's policies on harassment will have effect on all matters relating to harassment, including sexual harassment.

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## 6 WORK ENVIRONMENT AND WELLBEING

### 6.6 Domestic Violence

- 6.6.1 The Ministry recognises that when employees are affected by domestic violence in their personal life, their attendance, performance, or safety at work may be affected.
- 6.6.2 An employee affected by domestic violence—
- may take up to 10 days' paid domestic violence leave in each of the 12-month periods specified in section 72D (2) of the Holidays Act 2003; and
  - cannot carry forward any domestic violence leave not taken in any of those 12-month periods.
- 6.6.3 Employees who are affected by domestic violence may raise it and work together with their manager to identify practical measures or actions that may be taken to support the employee at work after taking into account the employee's personal circumstances. For example:
- Changes to their span or pattern of working hours, location of work or duties (including options that may be available under existing provisions for flexible work arrangements)
  - A change to their work telephone number or email address
  - Other appropriate measures agreed between the Ministry and the employee.
- 6.6.4 Employees affected by domestic violence may access domestic violence, sick, annual or other leave entitlements to enable them to address domestic violence issues. While employees are obliged to notify their manager of their absence or leave as soon as reasonably practicable, it is recognised that this may not be possible in some circumstances (such as where domestic violence has recently occurred).
- 6.6.5 Employees who seek assistance or support from the Ministry under this Clause need to comply with reasonable requests from their manager for relevant information about their personal circumstances, as personal circumstances will be a critical consideration in identifying what measures or actions may need to be taken, or continued, to support the employee at work, and to keep the employee and other staff safe at work.
- 6.6.6 Subject to meeting its obligations under the Health and Safety and Work Act 2015, the Ministry will not disclose information without the consent of the employee concerned. Where disclosure without consent is necessary to meet the Ministry's health and safety at work obligations, this will be to the least extent necessary to meet those obligations, and will be treated strictly in confidence.
- 6.6.7 Employees affected by domestic violence will have direct access to the Employee Assistance Programme.

6.6.8 This Clause 6.6 does not limit the provisions in the Employment Relations Act 2000 relating short-term flexible working arrangements for people affected by domestic violence. Domestic violence leave provided for in Clause 6.6.2 is not in addition to entitlement to domestic violence leave under the Holidays Act 2003.

## **6.7 Eye Care and Hearing Care**

6.7.1 If a member experiences eyesight difficulties the Ministry will reimburse the member the cost of:

- a an eye test upon receipt of an invoice from a registered eye specialist; and
- b the cost of lenses and frames or contact lenses or a contribution towards laser surgery for the member's eyes, if an eye test from a registered eye specialist shows that in the case of the member's first claim, prescription eyewear is needed to perform their duties, and in the case of a subsequent claim, a change in prescription eyewear is needed to perform their duties.

6.7.2 If a member experiences hearing difficulties the Ministry will reimburse the member the cost of:

- a a hearing test upon receipt of an invoice from a registered hearing specialist.
- b the cost of hearing aids or other hearing devices, or contribution towards the cost of treatment to improve the member's hearing, if a hearing test from a registered hearing specialist shows that in the case of the member's first claim, hearing aids or other hearing devices, or treatment to improve the member's hearing, is needed to perform their duties, and in the case of a subsequent claim a change in hearing aids or other hearing devices, or treatment to improve the member's hearing, is needed to perform their duties; and
- c ongoing costs involved in the operation and maintenance of hearing aids or other hearing devices

6.7.3 The maximum contribution of the Ministry to a member under any combination of Clauses 6.7.1 and 6.7.2 in any two (2) year period is \$550 plus GST. New staff members may first claim under Clauses 6.7.1 and 6.7.2 after six (6) months' employment.

6.7.4 Safe computer use practices will be observed. In particular, employees who work continuously at keyboards will be provided with relief by variations in work, or by regular spells of 10 minutes in every hour.

## **6.8 Health Checks**

6.8.1 All members are encouraged to participate in the Ministry's annual medical check up process, inclusive of any Ministry voluntary inoculation programme.

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## 6 WORK ENVIRONMENT AND WELLBEING

### 6.9 Adverse Events

- 6.9.1 In the event of an adverse or major event e.g., a natural disaster, a pandemic, severe weather events or an emergency, the Ministry in its incident management response, will consider:
- a Safety and security of staff
  - b Advice from relevant authorities
  - c Operation of essential services
  - d Security of property, assets, and records
  - e Maintenance of business operations, as far as is reasonably practicable
  - f Any other relevant information
- 6.9.2 Where it becomes necessary to close one of the Ministry's offices as a result of an adverse event, the Ministry's response to the continuation of the Ministry's functions will be, in the following order:
- a The expectation that members will work from home (or other place of their choice or which might be made available by the Ministry ("alternative place of work"))
  - b Where the best alternative place of work available to the member unavoidably compromises the member's ability to work (for example, because of childcare responsibilities), the member and the member's manager shall enter into discussions with the objective of reaching a reasonable agreement on how the member can (in order of preference):
    - c Deliver their usual work output in hours which are in part outside normal working hours; or
    - d Deliver less than their usual work output without any reduction in salary
    - e Payment of special paid leave where the member is available and willing to work but no arrangement under 6.9.2 (a). or 6.9.2 (b). is practicable, and no other alternative arrangement can be identified.
- 6.9.3 Reflecting that the arrangements which the member and the Ministry might reach for a short period of time may differ from those which they might reach over a longer period of time, the need for flexibility, and a willingness to try alternatives to determine their workability, either the member or the Ministry may at any time instigate a discussion about a change to the approach taken under 6.9.2.
- 6.9.4 The objective of both the member and the Ministry under this Clause shall be to work towards a situation where the member is able to effectively and efficiently deliver their usual work output.

## 7 Organisational Policies and Professional Development

### 7.1 Organisational Policies and Procedures

- 7.1.1 Members acknowledge and agree to comply with the Ministry's rules, policies and procedures as advised and as amended in writing from time to time. These rules, policies and procedures are readily available to all members.
- 7.1.2 The Ministry will endeavour to proactively provide members wherever possible with the opportunity to contribute towards the development and review of organisational policies. When policies are created or updated, the Ministry will provide reasonable notice to the PSA and invite them to contribute. In particular, the Ministry will endeavour to ensure that PSA involvement occurs in the early stages of the policy development/review process.

### 7.2 Equal Employment Opportunities

- 7.2.1 All terms and conditions of employment are to be implemented on the basis of the parties being committed to the principles of
- a equality of employment opportunity
  - b pay and employment equity.

### 7.3 Gender and Ethnic Pay Equity

- 7.3.1 The Ministry and the PSA are committed to closing gender, Māori, Pacific and ethnic pay gaps through collaborative action planning, guided by the Public Service Commission's Gender Pay Principles and gender and ethnic pay gap guidance.
- 7.3.2 The Ministry will develop and publish an annual action plan in collaboration with employees and the PSA. This process will include a review of progress and a discussion of future goals and actions.
- 7.3.3 The Public Service Gender Pay Principles provide the framework for our work to close gender and ethnic pay gaps. These are:
- a Freedom from bias and discrimination – Employment and pay practices are free from the effects of conscious and unconscious bias and assumption.
  - b Transparency and accessibility – Employment and pay practices, pay rates and systems are transparent, information is readily accessible and understandable.
  - c 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.
  - d Sustainability – Interventions and solutions are collectively developed and agreed, sustainable and enduring.

- e Participation and engagement – Employees, their unions and agencies work collaboratively to achieve mutually agreed outcomes.

#### **7.4 Professional Development**

- 7.4.1 The Ministry is committed to developing the competences and professionalism of all its employees. This will enable the Ministry to respond effectively to the needs of its client and stakeholders; and for employees to contribute more to the goals of the Ministry and support their own personal development and career progression.
- 7.4.2 The Ministry invests significant effort and resourcing to its Professional Development Programme (PDP) to ensure this commitment is translated into learning and development actions that will benefit employees, and add value to their contribution to the Ministry's performance as a public service organisation.
- 7.4.3 Managers and employees share the responsibility for developing performance at individual, team, group and organisational levels. They must therefore work together to develop and implement strategies and plans to meet this responsibility. Actions that will support learning and development include providing feedback, coaching and mentoring, involvement in projects, self-study and academic endeavours, attendance of training sessions and workshops (in-house and external), and secondments.
- 7.4.4 The Ministry's programmes are designed to assist employees to at least achieve the required level of competence for their current position, and to exceed expectations so as to demonstrate potential for promotion.
- 7.4.5 Managers will monitor the performance of their staff and provide feedback making use of the Ministry's systems and tools to do so. Joint planning on steps to improve performance and achieve higher levels of competence will be an essential part of discussions regarding performance and development.
- 7.4.6 Managers will wherever possible, provide their staff with access to possible development opportunities to enable them to realise their aspirations and to improve their levels of remuneration through promotion to more senior positions. Employees also have a responsibility to identify development opportunities, and to consider opportunities that may be offered to them. Formal performance reviews will take place at least once every six months, and reassess the employee's performance, competence and development plans.
- 7.4.7 The Ministry's remuneration system is linked to individual employee work performance and salary reviews to recognise employees performing at levels exceeding the requirements for their position are important components of the Ministry's goal to develop and recognise strong performance.

## 8 Leaving the Ministry of Transport

### 8.1 Termination

8.1.1 Unless otherwise set out in the employee's letter of appointment, employment may be terminated by either party giving the following notice:

- a Full-time and part-time employees – one (1) month;
- b Fixed-term employees – one (1) week.

This will not prevent the Ministry from dismissing the employee without notice in the case of serious misconduct, or any continued non-observance of any of the terms of this agreement, or the employee being found guilty of any criminal charge likely, in the opinion of the Ministry, to bring the Ministry into disrepute.

8.1.2 The Ministry may elect to pay the employee in lieu of all or any part of a notice period. Where the employment is terminated by the employee without the required notice, the employee will forfeit or pay to the Ministry the equivalent amount of remuneration for the shortfall in notice.

8.1.3 Where an employee is absent from work for more than three (3) consecutive working days without contacting the Ministry and without justifiable cause, they will be treated as having resigned their employment without notice.

### 8.2 Retirement Leave

8.2.1 Members with over ten (10) years service who are actually retiring and not taking up alternative employment will be granted retiring leave. The retirement leave calculation table is at Appendix 3. For part-time members the entitlements are pro-rated.

8.2.2 Despite Clause 8.2.1, a member who has established eligibility to retire on medical grounds will be granted a minimum of sixty-five (65) working days retiring leave regardless of the length of service.

### 8.3 Grant in Lieu of Retiring Leave

8.3.1 On the death of a member, the Ministry will approve a cash grant in lieu of retiring leave (per 8.2 above) to:

- a the surviving partner; or
- b dependent children; or
- c the estate of the deceased member.

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**9 WORKPLACE RESTRUCTURING****8.4 Medical Retirement**

- 8.4.1 An employee may be retired on medical grounds if, in the opinion of the Ministry, the employee is incapable of the proper performance of their duties and responsibilities under this agreement as a result of mental or physical illness.
- 8.4.2 Before taking any action under this Clause, the Ministry will require the employee to undergo a medical examination at the Ministry's expense by a registered medical practitioner nominated by the Ministry, or by two medical practitioners, one nominated by the Ministry and one by the employee. The Ministry will take into account any report or recommendations made available to it as a result of that examination and any other relevant medical reports or recommendations which it might receive or might be tendered to it by, and on behalf of, the employee.

**8.5 Garden Leave**

- 8.5.1 The Ministry reserves the right to place employees on 'garden leave' for all or part of their notice period where they resign, or in the event that they are offered and accept employment with an employer whose business creates a conflict of interest with the business of the Ministry, or where they are dismissed on notice.
- 8.5.2 Whilst on garden leave an employee:
- a will be paid and remain an employee of the Ministry (and remain bound by obligations of fidelity, trust, and confidentiality and good faith as well as their contractual obligations under this agreement);
  - b will not attend work, or undertake any work for the Ministry, or contact any of the Ministry's customers, clients or suppliers, except as expressly directed by the Ministry.

## **9 Workplace Restructuring**

**9.1 Introduction and Application**

- 9.1.1 Workplace restructuring will be considered and implemented in accordance with the provisions of the Ministry's policies, procedures and guidelines, including the Ministry's Change Protocol.
- 9.1.2 The PSA will be notified of any restructuring that may affect any of its members.

**9.2 Voluntary Redundancy**

- 9.2.1 Where a change proposal may result in fewer positions than there are affected Ministry staff, the Ministry may seek expressions of interest, on a without prejudice basis, in voluntary redundancy from employees.

Members may also express interest in voluntary redundancy, even if the Ministry does not seek expressions of interest.

- 9.2.2 Where expressions of interest are received, the Ministry will consider the impact of the request on its business, and on the wider State Services. It may, at its sole discretion, choose to accept any expression of interest, or to decline it where there would be an adverse impact on the business or on the wider State Services.
- 9.2.3 By way of example and without limiting the Ministry's sole discretion, voluntary redundancies may not be accepted in circumstances where:
  - a an applicant has skills and experience that the Ministry wishes to retain; or
  - b approving the voluntary redundancy may result in insufficient skilled staff from which to appoint to remaining positions in the impacted area.
- 9.2.4 Where the Ministry accepts an expression of interest and offers voluntary redundancy, written acceptance of that offer by the individual will be binding.
- 9.2.5 Where an employee accepts an offer of voluntary redundancy, their employment will end by reason of redundancy, in accordance with Clause 9.3 of this agreement.

### **9.3 Severance**

- 9.3.1 Subject to Clause 9.3.5 below, where the option of severance is applied, compensation will be paid as follows based on the member's total ordinary remuneration, including regular allowances:
  - a 16% for the first complete year of service, pro-rated for those with less than one year's service;
  - b 4% for each subsequent year of service up to a maximum of 20 years in total;
  - c 0.33% for each complete month in addition to completed years where the total service is less than 20 years;
  - d 8.33% for each of a member's dependent children;
  - e 4.165% for one other dependent person.
- 9.3.2 For the purposes of Clause 9.3.1(d):
  - a a "dependent child" is someone who is:
  - b is under the age of 18, or is aged 18 and enrolled at and attending a school; and
  - c is not living with another person in a marriage, civil union or de facto relationship; and
  - d is not financially independent; and

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## 9 WORKPLACE RESTRUCTURING

- e is either:
  - f a child of the member; or
  - g a child in respect of whom the member has guardianship or a parenting order under the Care of Children Act 2004; or
  - h a child who lives at least 103 days a year in the member's house. A statutory declaration by the member confirming that the child lives at least 103 days a year in the member's house will be sufficient evidence of that fact for the purpose of these provisions.
- 9.3.3 For the purposes of Clause 9.3.1(e) "other dependent person" means a person who receives less than the living wage and relies on the member for financial support, and either:
- a lives in the same household as the member; or
  - b as a result of a physical or mental condition is unable to protect the person's own interests
- 9.3.4 In order to be eligible for the entitlement in Clause 9.3.1(e), the member must provide reasonable evidence that they have been providing financial support within the previous six (6) months, and evidence that the person was actually relying on those payments or income to support themselves economically.
- 9.3.5 For all employees who commenced employment with the Ministry after 9 December 2016, the compensation calculated under Clause 9.3.1 above will be capped at a total maximum compensation payment of six month's base salary ordinary pay or \$50,000 (gross), whichever is greater.
- 9.3.6 Cessation leave for full-time employees will be paid as follows, subject to the leave being reduced by the amount of paid anticipated retiring or cessation leave already taken:
- a Five (5) to ten (10) years current continuous service: 22 working days;
  - b Ten (10) to fifteen (15) years current continuous service: 44 working days;
  - c Fifteen (15) to twenty (20) years current continuous service: 66 working days;
  - d Twenty (20) years or more current continuous service will receive the standard entitlement to Retiring Leave.
- 9.3.7 Part-time employees will receive this leave on a pro rata basis.
- 9.3.8 In this Clause:
- a "service" means current continuous service with the Ministry, and includes continuous service recognised under Clause 5.5 and

- b "ordinary pay" means basic taxable salary, plus regular taxable allowances paid on a continuous basis that either attract overtime or penal time payments or are paid on an hourly basis for all hours worked.

#### 9.4 Employee Protection Provision

- 9.4.1 If the Ministry proposes to restructure (as defined in section 69OI of the Employment Relations Act), and the proposal may result in the member's work being performed for a new employer, the Ministry will as soon as is reasonably practicable, taking into account commercial and confidentiality requirements:
  - a Endeavour to arrange a meeting or meetings (if required) with the new employer before the business is transferred to the new employer. In attendance at the meeting(s) will be the Ministry's representatives and representatives of the new employer.
  - b Give reasonable notice to the PSA of such meeting(s), the intended agendas and the attendees before any meeting with the new employer.
- 9.4.2 The purpose of the meeting(s) will be to:
  - a request that member(s) concerned transfer to the new employer on the same terms and conditions of employment and with continuous service; and
  - b discuss and negotiate with the new employer as to whether it is possible for the member(s) to so transfer; and
  - c if such transfer is not possible, to discuss and negotiate whether it is possible for the member(s) to transfer to the new employer on different terms and conditions of employment.
- 9.4.3 As soon as is reasonably practicable after the meeting(s) with the new employer, the Ministry will meet with PSA and/or the employees concerned. Prior to the meeting, the Ministry will provide the attendees with an intended agenda and advise them who will attend the meeting on behalf of the Ministry.
- 9.4.4 The purpose of the meeting will be to:
  - a convey the outcome of the negotiation and decision outlined above, including the basis of any offers of employment to be made;
  - b provide the employees with information about the new employer, the timetable for transition, and the process for consultation; and
  - c discuss what entitlements may be available to members who do not transfer to the new employer.
- 9.4.5 This Clause will not apply if the member's work falls within a category of work referred to in Schedule 1A Employment Relations Act 2000.

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**10 EMPLOYMENT RELATIONSHIP MATTERS**

- 9.4.6 Notwithstanding Clauses 9.3 and 9.4.1 to 9.4.4 of this agreement, where an employee's employment is being terminated by the Ministry by reason only of the sale or transfer by the Ministry of the whole or part of its functions, nothing in this agreement, or any other agreement, shall require the Ministry to pay compensation for redundancy to the employee if:
- a the new employer:
    - i has offered the employee employment in the other organisation; and
    - ii has agreed to treat service recognised by the Ministry as if it were continuous service with that organisation: and
  - b 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:
    - i all service related and redundancy conditions; and
    - ii any conditions relating to superannuation under the employment being terminated; and
  - c the offer of employment by the other organisation is an offer to employ the employee in that organisation:
    - i in the same role or a substantially similar role to that in which the employee was employed; or
    - ii in another role that the employee is willing to accept.

## 10 Employment Relationship Matters

### 10.1 Performance Problems

- 10.1.1 The following principles are to be followed when dealing with performance problems. These principles need not be followed in consecutive order.
- a If a member is not achieving the standards expected, the member's manager or supervisor will discuss the matter with the member to try to help achieve the required standard.
  - b The member will be given the opportunity to explain their behaviour and a reasonable period to amend it.
  - c The member will be advised of their entitlement to seek the assistance of a representative.
  - d If the performance does not improve to the required level within that period, a written warning will be given to the member detailing:

- i what is expected of the member in their job;
- ii where the member's performance is falling short of the required level;
- iii the consequences of continued non-performance.

## 10.2 Discipline

- 10.2.1 The following principles are to be followed when dealing with disciplinary matters, in conjunction with the Ministry's problem resolution process:
- a The member must be advised of their right to request assistance and/or representation at any stage.
  - b The member must be advised of the specific matter(s) causing concern and reasonable opportunity provided for the member to state any reasons or explanations.
  - c The member must be advised of the corrective action required to amend their conduct and given reasonable opportunity to do so.
  - d Before any substantive disciplinary action is taken, an appropriate investigation is to be undertaken by the Ministry.
  - e Depending on the seriousness of the misconduct, an oral warning should usually precede a written warning.
  - f The process and results of any disciplinary action is to be recorded in writing, sighted and signed by the member and placed on their personal file.
  - g A member aggrieved by any action taken by the Ministry must be advised of their right to pursue a grievance in terms of the personal grievance procedure.
- 10.2.2 The Ministry reserves the right to suspend the member on pay:
- a while investigating serious misconduct, negligence in the performance of the member's duties, or any other serious misconduct or repeated breach of this agreement; or
  - b where, because of a condition, illness or injury, the Ministry believes that the member constitutes an immediate hazard to him or herself, or to others.
- 10.2.3 The Ministry's relevant policies and procedures will have effect on all matters relating to discipline.

## 10.3 Dismissal

- 10.3.1 Dismissal for poor performance or for serious misconduct will be in terms of the Ministry's relevant policies and procedures.

## 11 EMPLOYEE REPRESENTATION

### 10.3.2 Misconduct or Poor Performance:

- a Only the Chief Executive has the power to dismiss;
- b Before any decision is made to dismiss an employee, the Ministry must follow the disciplinary procedure specified in Clause 10.2.

### 10.3.3 Serious Misconduct:

- a The Chief Executive may dismiss an employee without notice for serious misconduct or any continued non-observance of any of the terms of this agreement, or being found guilty of any criminal charge likely to bring the employee or the Ministry into disrepute.

## 10.4 Resolving Employment Relationship Problems

### 10.4.1 The Ministry's Resolving Employment Relationship Problems (Appendix 4) will have effect regarding all matters relating to grievance and dispute resolution.

## 11 Employee Representation

### 11.1 The relationship between the parties, and their respective rights and obligations are as set out in Appendix 1: Recognition and Employment Representation Agreement.

## 12 Signatories

For and on behalf of  
the Ministry of Transport:



Audrey Sonerson, Chief Executive

16 March 2023

Date

For and on behalf of the New Zealand Public Service Association Incorporated:



Alex Davies, Assistant Secretary

15/03/2023

Date

# Appendix 1 Recognition and Employment Representation Agreement

## Recognition

- 1 The Ministry (“Ministry”) recognises the Public Service Association Incorporated (“PSA”), its delegates, officials and officers, as representing the collective and individual interests of its members.
- 2 The Ministry acknowledges the right of the PSA to elect, select and support its representatives according to its rules.
- 3 The Ministry and the PSA will agree engagement processes and structures for delegates and managers to meet regularly and to further the relationship between them.
- 4 The Ministry will provide information on new staff to enable PSA delegates to meet new staff. The Ministry will provide new employees with information about the union, including relevant contact details. The PSA will provide the relevant information to be given to employees.
- 5 The PSA will be given an opportunity to participate in the Ministry’s induction programme for new staff.
- 6 The Ministry will periodically provide the PSA, where reasonable and practicable, with relevant information related to the collective agreement, including the location and number of members and employees who come under the coverage clause of the agreement. The arrangements for such will be agreed between the parties.
- 7 The Ministry and the PSA may agree other arrangements for maintaining, establishing or further developing the relationship between them.

## Access

- 8 PSA representatives may enter a Ministry workplace for purposes relating to members’ employment and other PSA business, including member recruitment at reasonable times during work hours, providing Ministry operational requirements are met.
- 9 PSA delegates and representatives’ access to a workplace or work area will follow normal notification protocols, and observe all Ministry safety, health or security procedures.

## Delegates and Facilities

- 10 The Ministry will promote and support the constructive role of delegates in the workplace.
- 11 Reasonable time will be allocated to delegates to carry out their role effectively, providing operational requirements are met. This includes time for recruitment, to meet with new and potential members, other delegates and with PSA officials regarding employment matters and legitimate PSA business.
- 12 The parties will agree an allocation of a reasonable number of paid days, inclusive of any statutory entitlements, to enable delegates to attend training, including union delegate training.
- 13 The Ministry will provide reasonable access to Ministry facilities for delegates to carry out their role. This includes, where practicable, for reasonable access to a workstation (with word

processing, email, printing and external internet capability), photocopying and facilities for communication with members.

- 14 In addition, members will be allowed reasonable access to the union's external website.
- 15 In using these facilities, delegates and members will observe all the Ministry's normal standards and policies that apply to making use of such facilities.

### Deductions

- 16 The Ministry undertakes to collect PSA membership subscriptions by automatic deduction from members' fortnightly pays, with the written authorisation of each member, and will remit these deductions to the PSA at a frequency in line with the Ministry's pay periods. These arrangements are subject to any provisions separately agreed between the Ministry and the PSA.
- 17 When remitting deductions, the Ministry will provide an electronic deduction schedule which allows the PSA to account for whom, and over which period, membership fees have been deducted.
- 18 Where practicable, the Ministry will make arrangements to advise the PSA whenever deductions cease due to a member commencing a period of leave without pay; and to arrange for the recommencement of deductions when the member returns from a period of leave without pay.

### Union Meetings

- 19 PSA members are entitled to attend, on ordinary pay, at least two union meetings for the purposes of discussing employment matters, up to a total of four hours in each calendar year. The number and duration of these meetings will be agreed within the total annual maximum of four hours, inclusive of any statutory provisions.
- 20 The PSA will provide the Ministry at least 14 days notice of the date and time of any such union meeting.
- 21 The Ministry will be consulted regarding any request for Union meetings, and the PSA will make arrangements with the Ministry for the Ministry's normal operations to continue.
- 22 Paid time or leave to attend meetings is only available for actual attendance at union meetings, and where the employee would otherwise be working for the Ministry during the meeting. The PSA will provide the Ministry with a list of names of members who attended the meeting and the time at which the meeting finished.
- 23 The Ministry and the PSA may agree additional and reasonable allocations of time for union meetings.
- 24 Agreed feedback and consultation meetings over collective employment matters are not a debit against any allocation of time for union meetings.

## Appendix 2 Ministry of Transport Job Structure

As at February 2023 the Ministry's Job Structure and grades, based on Korn Ferry job sizing, is set out in the table below. The salary ranges for these grades are available on the Ministry's intranet and are updated each year in line with independent market survey information provided by Korn Ferry.

Table 1 Job Structure & Remuneration Data 1 February 2023



Grade	Role Titles	90%	120%
21	Director System Strategy and Investment, Director System Regulatory and Design, Director System Performance and Governance, Director Auckland, Chief Financial Officer, Director NZSAR Director Recreational Safety & Search & Review, Director ALR, Director Road to Zero	\$186,628	\$248,837
20	Manager Resilience & Security, Manager Mobility & Safety, Manager Economic Regulation, Manager Analytics & Modelling , Manager Regulatory Policy, Manager Strategic Policy & Innovation, Manager Investment, Manager Demand Management & Revenue, Manager Environment & Emissions Policy Design , Manager Environment& Emissions Strategy, Manager Placemaking & Urban Development, Manager Supply Chain, Manager Governance, Manager Programme Assurance and Commercial, Manager Engagement & Communications, Manager Human Resources, Chief Legal Adviser & Manager Procurement, Chief Economist and Manager Research Economics & Evaluation, Manager Ministerial Services, Manager IT, Associate Director ALR, Manager EPO, Delivery Entity Operations Lead, Funding, Finance & Investment Lead, Manager Generational Investments Unit	\$160,650	\$214,200
19	Auckland Strategic Programme Lead, Urban Development and Environment Lead (ALR), Treaty Partnership Lead	\$137,323	\$183,097
18	Manager Business Support, HR Business Partner, Principal Adviser OD, Finance Business Partner, Principal Adviser Strategic Financial Management, Principal Policy Adviser, Principal Adviser Governance, Principal Adviser Engagement & Communications, Principal Solicitor, Principal Economist, Principal Evaluation, Principal Adviser – Maritime Security, Principal Data Analyst, Principal Adviser Ministerial Services, Auckland Principal Adviser, Financial Controller, Team Leader Official Correspondence, Procurement Business Partner, Risk Business Partner, Deputy Chief Legal Officer, Policy Delivery Lead , Portfolio Manager, Programme Manager	\$119,438	\$159,251
17	Senior Policy Adviser, Senior Solicitor, Senior Adviser Online Channels, Senior Adviser Engagement & Communications, Senior Adviser Governance, Senior Adviser Knowledge Management, Senior Economist, Senior Evaluation Adviser, Senior Data Analyst, NZSAR Senior Adviser, NZSAR Support Programme Coordinator, NZSAR Senior Information Analyst,	\$100,976	\$134,634

## APPENDIX 2 MINISTRY OF TRANSPORT JOB STRUCTURE

Grade	Role Titles	90%	120%
	Systems Accountant, Senior Adviser Official Correspondence, Senior Financial Accountant, Senior Management Accountant, Senior Adviser Hei Arataki, Senior Licensing Adviser, Senior Recruitment Adviser, Team Leader Business Support, Senior Adviser Corporate Accountability, Auckland Senior Adviser , ALR Senior Adviser		
16	Policy Adviser Level 2, Crown Accountant, Corporate Accountant, NZSAR Training Coordinator, Solicitor Level 2, Business Applications Adviser	\$84,146	\$112,194
15	Policy Adviser Level 1, Solicitor Level 1, Adviser - Governance, Adviser – Legal & Procurement, Adviser - Engagement & Communications, Recruitment Adviser, Adviser – Official Correspondence, Programme Coordinator EPO, Reporting Analyst EPO, Adviser, Recreational Safety & Search & Rescue Review, Adviser -OD, Adviser – Ministerial Services, Adviser – Auckland, Adviser – Economics, Adviser- Evaluation, Data Analyst, HR Adviser	\$72,774	\$97,032
14	Graduate Adviser, Accounts Officer, Private Secretary Support, Executive Assistant to Chief Executive, Project Coordinator	\$63,482	\$84,643
13	HR Coordinator, Executive Assistant to Deputy Chief Executive, NZSAR Project & Team Administrator, Personal Assistant	\$56,867	\$75,822
12	Facilities & Business Support Coordinator, Business Support Coordinator	\$51,764	\$69,019

## Appendix 3 Remuneration structure 1 July 2023

<b>1 July 2023</b>										
<b>Steps</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>	<b>21</b>
<b>1</b>	55,764	60,867	67,482	76,774	88,146	104,976	123,438	141,323	164,650	190,628
<b>2</b>	57,395	62,684	69,543	79,175	90,963	108,411	127,550	146,090	170,205	197,203
<b>3</b>	59,486	64,968	72,077	82,060	94,278	112,361	132,198	151,415	176,478	204,389
<b>4</b>	61,516	67,185	74,537	84,860	97,495	116,195	136,710	156,582	182,500	211,364
<b>5</b>	63,422	69,201	76,773	86,982	99,933	119,100	140,127			
<b>6</b>	65,327	71,217	79,009							
<b>7</b>	66,598	72,560	80,499							
<b>8</b>	67,833	73,904	81,990							
<b>8+</b>										
<b>Maximum 120%</b>	73,999	80,622	89,443	101,832	116,994	139,434	164,051	187,897	218,913	252,541

## Appendix 4 Calculations of Retirement Leave

All service is calculated on the basis of a calendar year.

Table 2 Entitlement (in working days) with service of years and months specified.

Months:	0	2	4	6	8	10
	Days	Days	Days	Days	Days	Days
10 years	22	23	24	24	25	26
11 years	26	27	28	29	29	30
12 years	31	31	32	33	34	34
13 years	35	36	36	37	38	39
14 years	39	40	41	41	42	43
15 years	44	44	45	46	46	47
16 years	48	49	49	50	51	51
17 years	52	52	53	54	54	55
18 years	56	57	58	59	59	60
19 years	61	61	62	63	64	64
20 years	65	65	65	65	65	65
25 years	65	66	66	67	68	69
26 years	69	70	71	71	72	73
27 years	74	74	75	76	76	77
28 years	78	79	79	80	81	81
29 years	82	83	84	84	85	86
30 years	86	87	88	89	89	90
31 years	91	91	92	93	94	94
32 years	95	96	96	97	98	99
33 years	99	100	101	101	102	103
34 years	104	104	105	106	106	107
35 years	108	109	109	110	111	111
36 years	112	113	114	114	115	116

**0 APPENDIX 4 CALCULATIONS OF RETIREMENT LEAVE**

<b>Months:</b>	<b>0</b>	<b>2</b>	<b>4</b>	<b>6</b>	<b>8</b>	<b>10</b>
37 years	116	117	118	119	119	120
38 years	121	121	122	123	124	124
39 years	125	126	126	127	128	129
40 years	131					



## Appendix 5 Resolving Employment Relationship Problems

### What is an Employment Relationship Problem?

An employment relationship problem includes a personal grievance, a dispute or other problem relating to your employment relationship with the Ministry of Transport. It does not include any problem to do with negotiating new terms and conditions of employment.

### Raising an Employment Relationship Problem

If you think you have an employment relationship problem, you must raise this with your manager at the earliest opportunity, in an endeavour to resolve the matter promptly by direct discussion. If you don't feel you can approach your manager, you can talk with another manager, a Deputy Chief Executive, a PSA delegate or organiser or Human Resources.

In some cases, there is a time limit on when you have to raise the problem – see the “Personal Grievances” section below.

When raising the problem, it is important to clearly state:

- that there is a problem
- the nature of the problem
- the expected solution(s) to the problem.

You may bring a PSA delegate or organiser or another support person or representative with you to the discussion.

### Resolving the Problem

Reasonable steps will be undertaken by all persons involved to resolve the issue in good faith without the need for further intervention. This will include identifying and confirming the facts, clearing up any assumptions or misunderstandings and talking to each other about possible solutions.

If the matter was not resolved by this initial process, you may raise the problem by writing to your manager, their manager or Human Resources covering the following:

- details of the problem or grievance
- why you feel aggrieved
- what solution you seek to resolve the matter.



## Personal Grievances

A personal grievance means any grievance that an employee may have against the Ministry because of a claim:

- that the employee has been unjustifiably dismissed
- that the employee's employment, or one or more conditions of the employee's employment is or are or was affected to the employee's disadvantage by some unjustifiable action by the Ministry
- that the employee has been discriminated against in their employment
- that the employee has been sexually harassed in their employment
- that the employee has been racially harassed in their employment
- that the employee has been subject to duress in their employment in relation to membership or non membership of a Union or employee's organisation
- that the Ministry has failed to comply with specific sections of the Employment Relations Act, 2000
- that the Ministry has, in relation to the employee, engaged in adverse conduct for a prohibited health and safety reason or contravened section 92 of the Health and Safety at Work Act, 2015.

## Time Limit for Raising a Personal Grievance

A personal grievance must be raised within 90 days from the date the action giving rise to the grievance occurred or came to the notice of the employee, whichever is the latter.

The grievance is 'raised' as soon as you inform the Ministry (verbally or in writing) that you consider you have a personal grievance you want addressed.

If you raise a personal grievance outside the 90-day period, the Ministry can choose to accept the late grievance or choose to reject it. You may apply to Employment Relations Authority to raise the grievance out of time.

## Choices of Procedures – discrimination or harassment

In circumstances involving discrimination or harassment, as an alternative to the procedures in the Employment Relations Act 2000 the employee has the option of laying a complaint under the Human Rights Act 1993. The employee should seek independent advice on the options. Such advice may be obtained from the PSA, Human Rights Commission, or the Mediation Service.

## Services available to help resolve employment relationship problems

If the matter cannot be resolved internally, you or the Ministry may request the assistance of a mediator. The Mediation Service of the Ministry of Business, Innovation and Employment (MBIE) offers free information and dispute resolution services. For further information go to <https://www.employment.govt.nz/resolving-problems/steps-to-resolve/mediation/what-is-mediation/> or call freephone 0800 209 020 Parties also have the option of getting advice from other sources.

If mediation does not resolve the problem, either or both parties can refer the matter to the Employment Relations Authority for determination. Either party may appeal the decision of the Employment Relations Authority to the Employment Court.

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