

Kainga Ora - Homes and Communities Collective Agreement

TERM: 3 April 2023 - 30 June 2025



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Useful Contact Details 2023

- PSA New Zealand Public Service - 0508 367 772 <https://www.psa.org.nz>
- People Hub - 0800 824 925 People.Hub@kaingaora.govt.nz
- EAP (Employee Assistance Programme) - 0800 327 669 Our [Employee Assistance Programme](#)
- UniMed - 0800 600 666 <https://www.unimed.co.nz>
- AON Insurances (life, trauma and income protection) - 04 819 4077 www.Aon.co.nz
- IRD (working for Families) - 0800 227 773 <https://www.ird.govt.nz/topics/working-for-families>
- Family Violence Helpline - 0800 456 450
- Ministry of Business Innovation and Employment - 0800 209 020 [MBIE Information](#)
- Money Talks Free financial helpline - 0800 345 123 [About Money Talks](#)
- FinCap free budget advice 300 sites in NZ www.fincap.org.nz/ourservices/

Atamai linked Policies

[SS-POL-109 Health and Wellbeing Entitlements](#)

[SH-POL-105 Leave Policy](#)

[SH-GDL-105 Leave Guide](#)

[Public Service Commission Standards of Integrity and Conduct](#)

[POL-337 Standards of Integrity and Conduct](#)

[POL- 337a Standards of Integrity and Conduct procedure](#)

[SS-PRO-151 Raise a Bullying and Harassment Issue](#)

[SH-POL-111 Conflicts of Interest and Gifts Policy](#)

[SH-GDL-103 Declare and manage conflicts of interest guideline](#)

[SH-PRO-700 Declare and manage conflicts of interest](#)

[POL-338 Protected Disclosure Policy](#)

[POL-338A Protected Disclosure Policy Guide](#)

[POL-336 Health safety and security](#)

[POL-336A Policy Guidance – Health Safety and Security](#)

[H-126 Procedure: Change Management](#)

[SH-POL-110 Change Management Policy](#)

[SH-POL-103 Remuneration Policy](#)

Atamai link Remuneration, Industry rates, pay setting process, Remuneration Committee

Section 1: Statement of the Parties

1.1 Introduction

Kāinga Ora – Homes and Communities aspires to be a Crown Owned Entity leader and employer of choice by providing outstanding service, acting with integrity, and valuing people, which contributes to and supports Kāinga Ora's Objectives and Values.

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

Kāinga Ora and PSA aim to work together to enhance the quality of services provided by Kāinga Ora, increase job satisfaction for employees, and facilitate PSA's participation in decision-making within Kāinga Ora.

1.2 Principle Based Collective

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

- Strategic Relationship and working together
- Kāinga Ora's Values
- Good Faith
- Good Employment Principles

Each section in the Collective Agreement is organised as an overarching statement, a purpose statement, operating principles, followed by the entitlements.

1.3 How We Work Together

Kāinga Ora and PSA agree to:

- Conduct all dealings in “good faith”.
- Maintain open and regular communication to keep each other informed on any issues of significance.
- Problem solve issues of concern promptly.
- Reach decisions on projects by consensus, where possible, and respect each other's right to disagree.
- Share any information that is relevant to the other party, except where there is a specific prohibition.

Kāinga Ora and PSA representatives will meet to problem solve any issues arising from this Collective Agreement and to review and develop information required to support the Collective Agreement.

1.4 Ō Tātou Uara – Our Values

Kāinga Ora's Values unite us as an organisation, reflecting the best of who we are now and who we want to be for the future. They describe the mind-sets and behaviours we believe are most important to enable us to achieve our vision. They are vital in guiding how we will work every day – and we are all responsible for owning and living them.

Each of our values comes with its own described behaviours and a whakataukī. This helps make sure we understand the values and know how to demonstrate them in everything we do

Manaakitanga - People at the Heart

To live Manaakitanga we:

- + We respect each person and their whakapapa
- + Show integrity in everything we do
- + Inspire trust by trusting others
- + Show aroha and empathy for each other
- + Actively listen to understand
- + Support each person to achieve their aspirations
- + Celebrate what we achieve, individually and personally.

Mahi Tahi – Better Together

To live Mahi Tahi we:

- + Welcome and embrace diverse perspectives
- + Involve people in a timely and meaningful way
- + Recognise the strength of connection between people, communities and whenua
- + Generously share ideas, knowledge and information
- + Trust in each other's expertise and abilities
- + Question and challenge constructively
- + Take responsibility and do what we say we will do.

Whanake – Be Bold

- + Think outside the box, finding new ways to do things
- + Speak up when we believe there is a better way
- + Hold ourselves to a high standard
- + Approach challenges with courage and persistence
- + Respond to changing circumstances by being agile and adaptable
- + Learn from each other and from our experiences
- + Understand and own the impact of our actions

1.5 Good Employment Principles

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

1.6 Te Tiriti o Waitangi

As an organisation, Kāinga Ora are committed to grounding ourselves in Te Ao Māori and recognising our heritage and obligations through all of our operations.

We will continue to develop our organisational capability and capability of our employees, to meet our statutory obligations, fulfil our duties under Te Tiriti o Waitangi and Te Ture Whenua Māori Act 1993, and support our people to effectively establish and maintain strong and trusted relationships with Iwi/rōpū Māori.

Kāinga Ora's commitment to our employees includes the Mātauranga Māori Programme, which is designed to build the cultural capability and capacity of Kāinga Ora – so that we better understand why we need to implement policies and practices that reflect Māori needs and aspirations including those of our Maori employees.

The Mātauranga Māori Programme learning programme focuses on four key capabilities:

- Te Tiriti o Waitangi
- Our Commitment to Māori
- Te Reo Māori
- Tikanga Māori

Kāinga Ora recognises Māori Delegates, Te Rūnanga o Ngā Toa Āwhina (the Māori structure of the PSA) and PSA principles as part of the PSA's commitment to Te Tiriti o Waitangi.

These principles are:

- Kotahitanga- unity and solidarity
- Rangatiratanga- Empowering Maori leadership
- Kaitiakitanga- Protection of Maori to fair and secure working conditions
- Manaakitanga- Health and wellbeing
- Wairuatanga- Cultural behaviour
- Whakahiaito Umanga- Career development
- Whanaungatanga- personalise whānau
- Whakamana- Effectiveness

1.7 Gender Pay Principles

1. Freedom from bias and discrimination - Employment and pay practices are free from the effects of conscious and unconscious bias and assumptions based on gender.
2. Transparency and accessibility - Employment and pay practices, pay rates and systems are transparent; information is readily accessible and understandable.
3. 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.
4. Sustainability - Interventions and solutions are the result of consultation and all things being equal are developed and agreed, sustainable and enduring.
5. Participation and engagement - Employees, their unions and agencies work collaboratively to achieve mutually agreed outcomes.

Supporting this commitment, the parties will be cognisant of the points below:

- a) That gender bias and discrimination can occur at every point throughout the employment cycle including recruitment, remuneration, training and development opportunities, career progression, access to leave, and responses to family and caring responsibilities including flexible and part-time work arrangements.
- b) That the working environment for all workers should be free of gender-based inequalities and discrimination and in which all can achieve their full potential regardless of gender.
- c) That Kāinga Ora will take affirmative steps to eliminate the gender pay gap and to address any current and historical systems, behaviours, action and attitudes within the organisation that have contributed to the gender pay gap and to gender inequality.
- d) that undertaking relevant and appropriate training relating to gender stereotyping and conscious/unconscious bias training may be necessary.
- e) That focus should be given to identified areas of concern including ensuring recruitment, selection and hiring processes are free from gender bias and in encouraging women to take on roles in traditionally male dominated work areas/roles.
- f) That flexible working arrangements in relation to hours of work, days of work and place of work should be the default position unless there is a good business reason why this cannot be accommodated.
- g) That Kainga Ora should collect, analyse and share data associated with gender inequalities and closing gender pay gaps.

1.8 Application of the Agreement

This Agreement supersedes and disposes of all previous Agreements, both verbal and written, that may have applied, except the agreed terms and conditions as are contained in letters of appointment received from Housing New Zealand, HLC, KiwiBuild and Kāinga Ora and accepted by employees prior to the execution of this agreement until such time as they are updated.

The Appendix attached to this Agreement includes additional terms and conditions of employment and is intended to have contractual effect.

1.9 Policies and Procedures

This Collective Agreement is supported by Kāinga Ora's policies and procedures, which can be accessed on the Atamai (intranet), or requested from the employee's leader. Electronic hyperlinks to the relevant policies and procedures are also included in this document for ease of reference. Employees are required to make themselves aware of, and comply with all applicable policies and procedures.

Kāinga Ora may make changes to policies and procedures from time to time, including introducing new policies, or amending or withdrawing existing policies. Kāinga Ora will consult with the PSA about any substantive changes to its policies, prior to effecting such changes.

Changes to any policies and procedures will not constitute a variation as defined in 2.4 of this Agreement.

Section 2: Technical Provisions

2.1 Parties

The parties to this agreement are the Kāinga Ora (the employer) and the New Zealand Public Service Association (PSA) (the union representing Kāinga Ora employees).

2.2 Coverage

This Agreement is made in terms of the Employment Relations Act 2000. It shall apply to Kāinga Ora and to all permanent and fixed term employees of Kāinga Ora who are members of the PSA with the exception of:

- a) The Chief Executive
- b) Deputy Chief Executives, General Managers
- c) People Leadership Team, Senior People Partners, People Partners, The Principal Employment Relationship Specialist or equivalent position.

2.3 Term

This Collective Agreement commences on 3 April 2023 and expires on 30 June 2025.

2.4 Variation

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

2.5 Integrity

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

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

Kāinga Ora and PSA recognise that development of this Agreement may have resulted in errors that may alter the original intent. Where errors are identified, it is agreed that the matter will be reviewed as per clause 1.3.

2.6 Minimum Conditions

Kāinga Ora and employees may agree terms and conditions in excess of those contained in this Collective Agreement.

Section 3: Public Service Association

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

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

3.1 PSA Facilities

3.1.1 Recognition

Kāinga Ora recognises the PSA, its delegates, officials and officers, as representing the interests of its members. A Delegate Protocol has been agreed and is attached to this agreement (refer Appendix 3).

Kāinga Ora and PSA will agree engagement processes and structures for delegates and managers to meet regularly and to further the relationship between them.

Kāinga Ora will provide new employees with information about the PSA, including relevant contact details. The PSA will provide the relevant information to be given to employees.

Kāinga Ora will periodically provide the PSA, where reasonable and practicable, with information related to the location and number of members and employees who come under the coverage clause of the agreement.

Kāinga Ora and the PSA may agree other arrangements for maintaining, establishing or further developing the relationship between them.

3.1.2 Delegate Training and Activities

Kāinga Ora and PSA acknowledge the importance and the benefits of delegates in the workplace and want delegates to be well trained.

Kāinga Ora and PSA will identify training needs of delegates and together develop an annual training programme.

The Employment Relations Act makes provision for unions to send their members on courses to learn more about employment relations. Employment Relations Education Leave is leave on pay and is in addition to annual and special leave.

Kāinga Ora will permit delegates reasonable paid time to carry out their role effectively within the workplace (subject to arrangements agreed between the PSA and Kāinga Ora dealing with notice, timing etc). This includes reasonable time for recruitment, to meet with new and potential members, other delegates and PSA officials over employment related matters.

When delegates are required to attend training or union activities, including Employment Relations Education Leave, they will obtain the prior approval of their manager.

Due to the nature of rostering in Kāinga Ora Call Centres the PSA will make best endeavours to provide as much notice as practicable (ideally not less than one month) for planned union

meetings and training for Call Centre Delegates. It is recognised that this will not be possible for some union activity, such as Call Centre Delegates supporting members.

3.1.3 Access

The provisions of the Employment Relations Act will apply in respect of union access to Kāinga Ora workplaces. PSA representatives may enter the workplace for purposes relating to members' employment and/or other union business, including recruitment at reasonable times during work hours. PSA representatives accessing the workplace will follow normal notification protocols, and observe any established safety or health or security procedures.

3.1.4 Deduction of PSA Subscriptions

Kāinga Ora shall deduct PSA membership fees from the salaries of employees when authorised in writing by the employees, and shall remit such subscriptions to the PSA.

3.1.5 PSA Meetings

PSA members will have the opportunity to attend two two-hour meetings, per annum held during work time, to conduct PSA business, in accordance with the Employment Relations Act. PSA meetings will be agreed in advance by management, so that business requirements are maintained. The PSA will give Kāinga Ora reasonable notice and Kāinga Ora will not unreasonably withhold agreement for these meetings.

Paid leave is only available for actual attendance at PSA meetings where the employee would otherwise be working for Kāinga Ora during the meeting.

The PSA shall provide Kāinga Ora with a list of names of PSA members who attended the meeting and the time at which the meeting finished.

Kāinga Ora and the PSA may agree additional allocations of time for paid PSA meetings.

3.1.6 Facilities

Kāinga Ora will provide reasonable access to facilities for delegates to carry out their role.

Where practicable this includes, access to a workstation (with word processing, email, Microsoft Teams, Zoom and external internet capability), photocopying facilities, and facilities for communication with members including meeting spaces, tele-conferencing facilities, notice boards, internet, mail, telephone and email, on a reasonable use basis.

Where the additional cost to Kāinga Ora is more than nominal, the PSA must obtain the agreement of Kāinga Ora, prior to incurring the expense. If Kāinga Ora does not agree to meet these costs, they must either not be incurred or be reimbursed by the PSA.

PSA members will be allowed reasonable access to the PSA's external website. In using these facilities, delegates and members will observe all Kāinga Ora's normal standards and policies that apply to such facilities.

Section 4: Workplace Flexibility

Kāinga Ora and our employees take a flexible approach to when and how we work in order to meet our personal, team, customer and Kāinga Ora business needs. Workplace flexibility means thinking outside the square, accepting that people are different, being open to new processes, systems, greater self-management and good communication. Policy and process information about Flexible Working by Default arrangements and the Working from Home Guide are posted on [Atamai](#), the Kāinga Ora intranet.

4.1 Workload Management

Workload management ensures work is allocated fairly and completed efficiently.

Kāinga Ora will meet changing workload needs by effective management and resourcing. This will involve using different responses according to the needs and abilities of staff, the type of work and the opportunity to develop employees where possible. Participation in reaching decisions will enable ownership.

Where an employee has concerns that their workload may be creating an unsafe work environment, they should raise this with their manager, the People Team, the Health Safety and Security team, Health and Safety Representative or the PSA. Where such issues are raised Kāinga Ora shall consider what action may be appropriate to address them.

4.2 Hours of Work

Work-life balance is about helping staff to maintain healthy, rewarding lifestyles that will in turn lead to improvements in productivity and performance. Strategies to achieve balance will differ between business groups depending on their function, the types of work roles they offer, and their workforce profile.

We will ensure that high levels of health and safety are maintained in balance with the business needs in order to operate effectively.

4.2.1 Standard Hours

Unless otherwise agreed in an employer's letter of engagement, the standard hours of work for a full-time employee are 40 hours per week.

An employee and Kāinga Ora may mutually agree changes to their individual hours of work in writing.

All employees will be entitled to two consecutive days off per week.

Employees may be required to work outside these hours, by mutual agreement, or at weekends on occasion, in order to meet the requirements of their position.

By prior arrangement, where additional hours are worked, recognition/compensation for these hours may be mutually agreed. Employees may be granted time off in lieu of additional hours worked, subject to the prior approval of their manager.

Where an employee is required to work on a normal day off, they will receive a minimum payment of three hours' time off in lieu, or three hours pay at their ordinary pay rate.

4.2.1.1 On-Call Provisions

Employees rostered on call weekdays Monday to Friday shall receive \$30 per 24 hour (day) roster period

Employees rostered on call on weekends and Public Holidays receive \$50 per 24 (day) hour roster period

4.2.2. Rest and meal breaks

You are entitled to reasonable rest and meal breaks to be taken at times agreed with your manager.

One unpaid meal break of one hour must be taken at a time agreed with your manager provided that you may not work more than 5 hours continuously (including rest breaks) without taking your unpaid meal break. The meal break may be reduced to 30 minutes with the prior agreement of your manager.

A paid rest break of up to 15 minutes must be taken in each period before and after the main meal break or after 3 hours work. Your manager may require you to take a rest break before three hours of work have been completed. Your breaks are to be taken during your normal hours of work.

Note: For purposes of clarification a 10 hour day would have 1 unpaid meal break of up to one hour and three paid rest breaks

4.3 Customer Support Centre Staff Hours of Work

The Customer Support Centre is a 24 hour a day, 7-day a week operation. Customer Support Advisors (CSA's) are rostered on shifts between the hours stipulated in their letter of offer. Rosters will be published two weeks in advance. Unless otherwise agreed, regardless of shift, each roster should allow Customer Support Advisors to have two consecutive days off per week not including any agreed overtime.

Unless otherwise agreed, the minimum off duty period between the rostered finishing time for any shift and the commencing time for the following shift shall be 9 hours provided that if any agreed overtime is worked, not less than 8 hours shall be allowed between the finishing time of one shift and the commencing time of the next shift provided that when an employee is rostered on-call and, following a further 9 hour break, is called out to work overtime within two hours of their ordinary start time, they shall be paid overtime up to their ordinary start time and not be entitled to a nine hour break.

Customer Support Advisors shall have the ability to change shifts with one another (on a non-permanent basis) provided that:

- the approval of the appropriate person is obtained; and
- such changes do not involve the payment of additional overtime or other penalties, or any other additional costs for the Kāinga Ora; and
- the Customer Support Advisors concerned hold the same skills; and
- the exchange complies with the 'minimum hours off between rostered shifts' clause, as set out above; and

- the exchange does not result in the employee working any additional days within one pay period.

Rest and meal breaks will be provided in accordance with the Employment Relations Act.

Existing PSA members as at the date of ratification who currently receive a shift allowance will be entitled to retain that allowance as an individual term, and this will be confirmed in writing to the employees concerned.

4.4 Business Expenses

Employees will be reimbursed for their work-related expenses on an actual and reasonable basis.

Section 5: Employee Well-being

We are committed to the well-being of employees. We recognise that a healthy employee is more effective as a colleague and contributes better to a productive workplace.

Employees make their best contribution when they are recognised and supported to achieve a balanced and rewarding life. We all have a responsibility to support others in good health and well-being. The continuous review of work environments, practices and relationships will assist well-being.

5.1 Workplace Health and Safety

Kāinga Ora are committed to, and have a responsibility to provide healthy and safe work environments.

The PSA also has a commitment to developing healthy and safe work environments through active involvement of PSA members.

All staff have a responsibility to identify then eliminate, or minimise hazards in a timely and appropriate manner. Each workplace will have systems for resolving health and safety issues and personal security issues and will have emergency procedures in place with appropriate training. Where Kāinga Ora controls property it will meet recommended building and health and safety standards

Kāinga Ora conducts regular health and safety meetings in Auckland and Wellington. Two or as otherwise agreed number of PSA Health and Safety representatives will be invited to these meetings.

5.2 Employee Health and Safety Equipment

5.2.1 Eye Test

Permanent Kāinga Ora employees are entitled to an annual eye test and prescription eye wear which Kāinga Ora will pay costs to a maximum of \$450 (inclusive of GST) through a Kāinga Ora nominated provider or alternatively Kāinga Ora will reimburse up to this amount upon the production of receipts.

Employees can attend their eye test during work hours however; they need to arrange an agreed time with their manager before making an appointment with the optician.

The employee can confirm on Atamai how to access the eye care policy and application processes. The payment may include lenses (including contact lenses and prescription sunglasses), frames and actual and reasonable costs for an eye examination.

If the eye test does not show any need for new or replacement glasses, reimbursement or cost of only the eye test will be covered.

If the eye test discloses that glasses or a new prescription are required, the employee may be entitled to a yearly reimbursement of the cost of the examination, lenses including contact lenses and frames upon production of receipts to a maximum of \$450 inclusive of the cost of an eye test.

If the account or receipt is greater than the specified amount above, Kāinga Ora will pay up to the amount of the maximum entitlement of \$450 (inclusive of GST) and the employee will remain responsible for the difference.

Note: The policy extends to contact lenses, and prescription sunglasses.

5.2.2. Flu Vaccination

All employees are entitled to a free annual influenza vaccination. The vaccination is optional.

SS-POL-109 Health and Wellbeing Entitlements

5.2.3 Provision of Personal Protective Equipment (PPE)

The Health and Safety at Work (General Risk and Workplace Management) Regulations 2016, require us to provide workers with PPE that is suitable for the nature of the work and any risks associated with that work.

To this end, Kāinga Ora provides a PPE matrix which can be accessed through the Health and Safety Tool Kit and Atamai (online), Kāinga Ora's intranet.

5.2.4 Adverse Events

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

- Safety and security of staff
- Advice from relevant authorities
- Operation of essential services
- Security of property, assets and records
- Maintenance of business operations, as far as is reasonably practicable.
- Any other relevant information

(a) In the event that a decision is made to close a worksite where employees are available and willing to work and where it is agreed no other alternative working arrangement is practicable, special paid leave may be granted and will not be unreasonably withheld.

(b) When conditions make travel to work inadvisable or unsafe, it may be agreed that it is more appropriate for the employee to work from home or at another suitable location. Where this is not possible, special leave may be granted at the employer's discretion.

5.3 Approved employee support provider (Employee Assistance Programme)

All staff are entitled to three confidential approved employee support provider counselling sessions provided by the approved employee support provider Services to help them deal with personal and work issues which can affect work performance.

People Leaders, by consulting a Senior People Partner or an Occupational Health Lead (or equivalent designate), can authorise a further three sessions if it is considered that these extra sessions would be beneficial. Alternatively, if an employee is uncomfortable asking their People Leader to authorise EAP sessions, they can contact a Senior People Partner

5.4 Kāinga Ora Insurances

Kāinga Ora currently provides all eligible permanent staff members who work 20 hours or more per week a suite of insurance policies (Staff Health Insurance Plan, Staff Trauma Cover, Staff Income Continuance Cover and Staff Life Insurance), through an external insurance provider. This insurance cover is subject to the terms and conditions as imposed by the external insurance provider outlined in the relevant policy documents.

Life Insurance – Fixed Term employees

Life insurance cover for fixed term employees commences at the beginning of a fixed term contract that is six months or more. All eligible fixed term employees who work 20 hours or more per week, including cumulative and consecutive fixed term arrangements are entitled to life insurance only, at a level of \$50,000. Eligibility for cover ceases on fixed term employees turning 70 years of age.

Note: Eligibility to life insurance ceases if a fixed term employee works less than 20 hours a week or reduces their hours to below 20 hours a week

Kāinga Ora retains the right to modify, replace or withdraw any insurance cover from time to time, following consultation with affected staff. Refer to detail on Kāinga Ora's Suite of Insurances on Atamai, Kāinga Ora's intranet.

Eligible new staff are covered from the date they began with Kāinga Ora and with the exception of the Staff Health Insurance Plan; staff are not required to complete an application form to become eligible for these insurance policies.

SS-POL-109 Health and Wellbeing Entitlements

5.5 Leave

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

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

A further description of leave entitlements is set out in Appendix 1

5.5.1 Sick Leave and Wellness Leave

From employment start date with Kāinga Ora, employees are entitled to 15 days sick and domestic leave and a further 15 days after the completion of 12 months service.

There after employees are entitled to 15 days sick leave per annum.

An employee's sick leave entitlement is to cover situations where an employee reports they are unwell, is sick or injured and/or has to care for a family or household member who through illness or injury has become dependent on them.

Kāinga Ora acknowledge that people sometimes feel unwell. Kāinga Ora is committed to working with our leaders to ensure there is consistency of approach and application of sickness and wellness leave.

Where wellness and sick leave is requested the people leader and employee will discuss the circumstances to establish what support services are appropriate, available and accessible.

Like-wise Kāinga Ora and the PSA recognise that on occasion there may be consequences following conversations with people who are not applying sick leave and wellness leave as it is intended. This extends to 'over using'.

In the event that an employee declines requests to provide a medical report(s) or professional evidence in response to concerns raised with them about their use of sick leave and or wellness leave, or where there are concerns that the employees' health or conduct may be affecting their safety and/or the safety of others in the workplace, Kāinga Ora will be limited to the information available when determining decisions in respect of the employees' circumstances.

Employees are required to notify their manager of any absences as soon as possible. To assist with accurate wages, time record and leave recording, other than in exceptional circumstances, this notice would be given during the week (or pay-cycle) that the absence occurs to avoid incidents of salary overpayment or underpayment and the need to recover or back pay salary. If a person is unable to enter the time record the leader will arrange to make the entry on their behalf.

Unused sick leave may be accumulated for use in future years; therefore, there is no cap on this accumulation.

No sick leave deduction will be made for approved absences of up to four hours,(for example but not limited to, to allow staff to attend medical appointments for themselves or their dependents or due to temporary illness of short duration of the employee or their dependents). Notification of absence will be provided by the employee to managers at the earliest opportunity. In addition, reasonable evidence (for example an appointment or specialist letter, medical certificate or payment receipt) may be required in support of the paid absence. Where an absence is not considered reasonable the request may be declined and sick leave may apply.

In the event that an employee has no accumulated sick leave entitlement, the employee may, at their manager's discretion:

- a) Anticipate up to five days sick: and/or
- b) Use their annual leave entitlement instead; and/or
- c) Take leave without pay
- d) On a case-by-case basis and with appropriate delegated authority, discretionary paid leave may be approved.

[SH-POL-105 Leave Policy](#) and [SH-GDL-105 Leave Guide](#)
[SS-POL-109 Health and Wellbeing Entitlements](#)

5.5.2 Long Term Illness and Medical Retirement

Kāinga Ora will always do its best to provide continued employment when employees are prevented from attending work owing to long term or recurring illness or injury. There is, however, a limit on how long a position can be kept open.

In the event that an employee is unlikely to be able to return to their former position within the foreseeable future, by reason of sickness or ill health, based on an assessment by an appropriately qualified medical practitioner, or at the employee's request, one of two medical practitioners, in accordance with clause 5.5.2.1 below, and there are no suitable alternative redeployment opportunities available, Kāinga Ora may terminate their employment. In such circumstances, Kāinga Ora shall pay employees a total amount equivalent to one month's gross salary in lieu of notice, together with any outstanding accumulated sick leave, being full satisfaction of all obligations Kāinga Ora has to employees under this agreement.

Employees on extended leave for illness and or injury of more than four weeks are required to provide the employer with regular updates/contact on their progress and expected return to work timetable. The appropriate timing of updates/contact should be discussed between the employee and employer to assist with supporting planning and exploring return to work programme options.

Kāinga Ora will continue to pay base medical cover for eligible employees who are on extended unpaid sick leave. Any premiums related to additional personal or family medical cover will continue to be the responsibility of the employee

Where the employee believes their illness and or injury is work-related they must inform the employer at the earliest opportunity when possible by recording details in the health and safety incidents register.

SH-POL-105 Leave Policy and SH-GDL-105 Leave Guide

5.5.2.1 Medical Examination

Where Kāinga Ora is concerned about use of sick leave, or if the employee is away from work for more than two weeks, or there is a concern about whether an employee's health may be affecting their safety and/or the safety of others in the workplace, Kāinga Ora can request the employee to undergo a medical examination with a practitioner nominated by Kāinga Ora at Kāinga Ora's cost.

Kāinga Ora will request that the employee shares the medical report in confidence with Kāinga Ora for the purposes of assisting with facilitating a return to work and or identifying ways the employer and employee can collaboratively address health considerations in support of the employees' wellbeing and or recovery.

Kāinga Ora will take into consideration medical practitioner preferences expressed by the staff member in terms of undertaking the examination(s). At the employee's request Kāinga Ora shall endeavour to provide the employee with a choice of two different appropriately qualified medical practitioners. Kāinga Ora acknowledges that an employee may seek a second opinion from a medical practitioner and that this will be at the employee's expense, and in order to be considered, shall be provided to Kāinga Ora within a reasonable timeframe.

The report will be provided to the employee first, who will, within five working days have the opportunity to confer with the medical practitioner who will redact any irrelevant information.

The medical practitioner will then send the report on to Kāinga Ora as soon as practicable. The report will be treated in the strictest confidence.

In the event that an employee declines requests to provide a medical report(s) or professional evidence in response to concerns raised with them about their use of sick leave, or where there are concerns that the employees' health or conduct may be affecting their safety and/or the safety of others in the workplace, Kāinga Ora will be limited to the information available when determining decisions in respect of the employees' circumstances and continued employment

5.5.3 Bereavement/Tangihanga Leave

Bereavement leave gives an employee time to grieve and to take care of matters to do with the Tangi/bereavement. This can be taken at any time and for any purpose relating to death, miscarriage, or stillbirth. People planning to have a child through surrogacy or adoption are also eligible in the event of a miscarriage, stillbirth, or death. Employees are not required to produce proof of pregnancy, miscarriage, or stillbirth.

Kāinga Ora supports employees taking reasonable time off on pay when they need to meet their obligations and/or pay respects to a deceased person with whom they have a close association.

This includes supporting the bereaved to attend to any obligations they may have to be with whānau and friends. Kāinga Ora also acknowledges that the definition of whānau members includes whāngai, and that the construct of 'family' is on a continuum and is not limited to that of any single culture.

Kāinga Ora recognises that bereavements/tangihanga leave may involve cultural responsibilities and/or international travel.

Applications for additional leave may be made in accordance with Kāinga Ora Leave Policy Guide SH-GDL-105' (see Atamai).

Unless otherwise approved, annual leave may also be used for bereavement leave to a maximum of five days if bereavement leave is exhausted.

[SH-POL-105 Leave Policy](#) and [SH-GDL-105 Leave Guide](#)

5.5.4 Parental Leave

Parental leave, which is leave without pay, is available in accordance with the Parental Leave and Employment Protection Act 1987.

Employees must put their parental leave application in writing to their manager three months before taking parental leave. A certificate from a doctor/specialist/midwife stating the anticipated date of delivery must be included with the application.

5.5.4.1 Parental Leave Allowance

Kāinga Ora has a paid parental leave allowance that is paid to all eligible staff granted parental leave (in accordance with the relevant legislation) and who work 20 hours or more per week.

This includes the government's paid parental leave payment plus a Kāinga Ora 'top up allowance' equivalent to six weeks' ordinary pay.

Staff employed on fixed term employment agreements are not eligible for the six-week Kāinga Ora top up allowance.

In the event that both parents are employed by Kāinga Ora and are eligible for the payment, only one parent is entitled to a payment (this is consistent with the existing provisions of the Act which allows parents to share the leave entitlement subject to the approval of the manager).

Staff must notify Kāinga Ora before the birth or adoption of a child, as to which partner will receive the payment; provided that the partner has been granted approval to take parental leave as well (i.e. both parents have agreed to share the 52- week parental leave entitlement). If the nominated partner returns to work before six weeks from the beginning of parental leave, then the entitlement will cease from the date of returning to work (this includes where the partner is on reduced hours).

Staff planning to return to work from Parental Leave must give their manager 21 days' notice in writing.

5.5.4.2 Kāinga Ora KiwiSaver Contribution

Kāinga Ora will continue to pay the Kāinga Ora employer KiwiSaver contribution to people on eligible parental leave.

5.5.4.3 Medical Cover

Kāinga Ora will continue to pay base medical cover for eligible employees who are on parental leave. Any premiums related to additional personal or family medical cover will continue to be the responsibility of the employee.

5.5.4.4 Annual Leave Accrued on Parental Leave

When you return from Parental leave, Kāinga Ora will pay annual leave accrued during the time you are on primary carer leave for up to twelve months from the date of your return at the greater of your average weekly earnings or your ordinary rate of pay when you take that leave.

5.5.4.5 Partner Leave

If you are a spouse or partner of a primary carer (person on parental leave) and you work for Kāinga Ora on a permanent or *fixed term basis, Kāinga Ora will support you with two week's paid partner leave.

You can take the applicable paid partner's leave anytime from a month before the due date and up to six months after the birth or adoption. You will need to discuss the timing of this paid leave, and whether it is taken in one block, with your manager.

Note 1: *this provision will apply to fixed term employees provided their fixed term continues for not less than one month from the time they return from Paid Partner leave. Paid partner leave is not payable on leaving Kāinga Ora, or as part of a one-month notice period.

Note 2: Where the role of primary carer is shared, partner leave may be taken by one partner, not both.

SH-POL-105 Leave Policy and SH-GDL-105 Leave Guide

5.5.5 Annual leave

All employees are entitled to five weeks paid annual leave at the end of each year of their employment.

If an employee (or a person who depends on them for care) becomes sick or injured for three or more consecutive days, during a period of annual leave, the employee may take sick leave, provided they notify their manager at the time and produce a medical certificate, wherever practicable.

If an employee suffers bereavement whilst on annual leave, they will be entitled to take bereavement leave, provided they notify their manager at the time, wherever practicable.

Leave entitlements are accrued on a monthly basis. A maximum of five days' annual leave can be anticipated with the manager's approval.

Annual leave should be taken in the year it falls due. Leave can be accumulated but should not exceed 1.5 times the staff member's annual entitlement. At 40 days' annual leave entitlement or in accordance with SH-POL-105 Leave Policy Guide, whichever is higher, managers will discuss the accumulated leave with their staff member to agree if additional leave can be accumulated taking into account the needs of the organisation and the personal circumstances of the staff member. Taking of leave will not be unreasonably withheld.

Staff are allowed at least two weeks of their annual holidays to be taken in one continuous break.

Taking of annual leave must be agreed between the manager and the staff member. If agreement cannot be reached the manager must give 14 days' notice for the staff member to take leave.

5.6 Public Holidays

All employees are entitled to the public holidays outlined in the Holidays Act 2003: Christmas Day, Boxing Day, New Year's Day, 2 January, Waitangi Day, Good Friday, Easter Monday, Matariki, ANZAC Day, Reigning Sovereign's Birthday, Labour Day and anniversary of the province.

If employees are required to work on a public holiday, they will receive payment at one and a half times their relevant daily pay for hours worked. If that day was one that would otherwise be a working day for that staff member, they will also receive an alternative holiday to be taken in agreement with their manager.

5.7 Long Service Leave

Effective from 1 July 2008, all employees are entitled to long service leave on the following basis:

- After 10 years continuous Kāinga Ora service an employee is entitled to 2 weeks long service leave to be taken in one period, within 2 years of qualification.
- After 15 and 20 years continuous Kāinga Ora service an employee is entitled to 1 week long service leave to be taken in one period, within 2 years of qualification.
- After 25 and 30 years continuous Kāinga Ora service an employee is entitled to 1 week long service leave to be taken in one period, within 2 years of qualification.
- After 35 and 40 years continuous Kāinga Ora service an employee is entitled to 1 week long service leave to be taken in one period, within 2 years of qualification.

For implementation purposes only, as at 1 July 2018 all eligible employees with greater than 35 years continuous Kāinga Ora service will receive a maximum of 1 week's long service leave to be taken within 2 years. Any future long service leave entitlements will need to be taken in one period within 2 years' qualification. Long service leave is not payable when an employee leaves Kāinga Ora.

Taking of long service leave must be agreed between the manager and the employee.

5.8 Leave Without Pay

Employees who have exhausted their annual leave entitlement are able to apply for leave without pay. However, there is no entitlement to leave without pay, and it will be provided at Kāinga Ora's discretion.

5.8.1 Leave Without Pay Applications

In considering applications for leave without pay, managers must consider the:

- Reason for the request
- Position held by the staff member and the length of leave requested
- Ability to cover the staff member during their absence
- Length of their employment with Kāinga Ora.

Note: Leaders must also ensure that the employee is aware that the date used to calculate leave on return from LWOP may differ to the employees' service anniversary date.

5.9 Study Leave

Kāinga Ora may, at its discretion, approve up to five days paid study leave per annum.

A contribution toward the cost of papers can also be paid on successful completion of those papers. This must be agreed by the manager before undertaking the study.

5.10 Jury Service

Employees on jury service will continue to receive their ordinary pay. Fees paid to the employee in respect of jury service must be reimbursed to Kāinga Ora, however expenses may be retained by the employee.

5.11 Volunteers Employment Protection Act 1973.

Qualifying employees are entitled to Volunteers Leave in accordance with the Volunteers Employment Protection Act which allows employees to take leave while they do Armed Forces: full-time or part time voluntary training or service (unpaid) and /or active operational service, if they are called up or volunteer in a 'Situation of National interest', war or emergency.

5.12 Emergency Response and Civil Defence Training

Subject to business needs and prior consultation, at the sole discretion of an employee's Leader/Manager, where practicable and reasonable, the Leader will endeavour to accommodate an employee's request(s) to take paid leave to:

Attend Conferences or courses sponsored or supported by the National Emergency Management Agency, Civil Defence, Fire and Rescue, or Emergency Medical Services.

Participate in emergency management and search and rescue up to three days for one-off emergencies and up to ten days for approved volunteers supporting emergencies.

5.13 Kāinga Ora Volunteer Day

Kāinga Ora will recognise local management approved 'Kāinga Ora' volunteer day activities' outside of work hours and reimburse with TOIL.

5.14 PSA Day (member only)

Members of the PSA are entitled to a paid PSA Day each calendar year. A single PSA day can be carried over to the next calendar year (accumulate to a maximum of two days in any calendar year) and if not used will be forfeit. On leaving Kāinga Ora, a maximum of one (1) PSA day can be cashed up. As with other leave, PSA members will enter PSA Day leave and engage with People Leaders in advance of taking PSA Day leave

5.15 Recognition of Prior Service

For the purposes of calculating entitlement to long-service leave for permanent and fixed term employees, Kāinga Ora will recognise previous service within the public sector back to May 2003.

Kāinga Ora will recognise previous service within the public sector as noted below:

- a) Public service departments and departmental agencies as listed in Schedule Two of the Public Service Act 2020.
- b) The following non-public service departments:
 - i. New Zealand Police
 - ii. New Zealand Defence Force
 - iii. Parliamentary Counsel Office.
- c) Crown Entities as listed in Schedule One of the Crown Entities Act 2004
- d) Predecessor agencies to Kāinga Ora and HLC and those in a) and b) above.
- e) Any subsequent departments, agencies and organisations that may be included in the Kainga Ora Recognition of Prior Service Policy.

The list of qualifying entities and agencies, and the application process for Recognition of Prior Public Sector evidence of service are found in:

POL-368 Policy: Recognition of Prior Service

Section 6: Employment Relationship

The employment relationship is guided by the workplace values and good employment principles. Kāinga Ora and the PSA aim to have positive employment relationships at all levels with all groups within Kāinga Ora. Both parties believe this can be achieved by working together collectively and cooperatively, to achieve Kāinga Ora's Statement of Intent.

Both Kāinga Ora and PSA believe that a successful relationship is built on mutual trust and respect and agree that good faith forms the cornerstone of that relationship.

Kāinga Ora and the PSA acknowledge that Kāinga Ora is made up of diverse groups of employees that need flexible solutions in order for their needs and issues to be dealt with in a fair manner. Diversity means that sometimes in order to be fair employees are treated differently.

6.1 Conduct and Integrity

Kāinga Ora expects employees to act with integrity. The Kāinga Ora Standards of Integrity and Conduct Policy and the Public Service Commission Standards of Integrity and Conduct sets out expected standards of conduct. Both documents are readily available and are discussed with employees on their appointment to Kāinga Ora.

It is the responsibility of employees to familiarise themselves with these documents.

[POL-337 Standards of Integrity and Conduct](#)
[POL 337a Standards of Integrity and Conduct procedure](#)
[SS-PRO-151 Raise a Bullying and Harassment Issue](#)
[www.psc.govt.nz](#)

6.1.2 Confidentiality and Security of Information

Employees are responsible for maintaining the security of information held by Kāinga Ora. All work that is produced in the course of employment is the property of Kāinga Ora and Kāinga ora is entitled to any copyright or other intellectual property rights for this work.

Any information, which employees acquire either directly or indirectly as a result of employment by Kāinga Ora, is deemed to be confidential to Kāinga Ora and such information shall be treated in the strictest confidence.

At no time, during employment with Kāinga Ora may employees disclose this information to any person unless it is a necessary part of the normal course of the performance of their duties or with the prior written approval of the Chief Executive.

Kāinga Ora Standards of Integrity and Conduct and the State Services Standards of Integrity and Conduct sets out expected standards of behaviour with regard to confidentiality and security.

[POL-338 Protected Disclosure Policy](#)
[POL-338A Protected Disclosure Policy Guide](#)
[POL-337 Standards of Integrity and Conduct](#)
[POL 337a Standards of Integrity and Conduct procedure](#)
[www.psc.govt.nz](#)

6.1.3 Conflicts of interest

A conflict of interest may arise where an employee's interests or activities outside of Kāinga Ora (including their personal relationships):

- Influence or impact, or have the potential to influence or impact, their work at Kāinga Ora; or
- Are perceived, or have the potential to be perceived, as influencing or impacting their work at Kāinga Ora; or
- Have the potential to, or do in fact, damage or undermine the image and reputation of Kāinga Ora.

Further information about what may constitute a conflict of interest or potential conflict of interest can be found in Kāinga Ora's policy on Conflicts of Interest.

Any actual, potential or possible conflicts of interest shall be immediately disclosed to the employee's manager.

Kāinga Ora and the employee will use a problem solving approach to identify the level of risk and how this can be managed.

[SH-POL-111 Conflicts of Interest and Gifts Policy](#)

[SH-GDL-103 Declare and manage conflicts of interest guideline](#)

[SH-PRO-700 Declare and manage conflicts of interest](#)

6.2 Forward Conversations

Kāinga Ora's framework for growing performance and personal development will enable our people to live our values, and deliver results.

6.2.1 Performance Management Procedures

When implementing a performance management process Kāinga Ora will endeavour to:

- Discuss and identify performance issues with an employee at regular coaching and/or performance meetings.
- Where appropriate, will attempt to resolve the issue at a low level in the first instance.
- Act in a manner which is fair and reasonable in all the circumstances.
- Discuss the need for corrective action and document the performance standards which need to be addressed.
- Provide the employee with a reasonable opportunity to demonstrate improvement.
- Discuss and review progress with the employee and provide further support and coaching as appropriate.
- Ensure the employee is aware of the concerns regarding their performance, prior to issuing any performance related warnings, or dismissal.

6.3 Disciplinary Procedures

The guiding principles in all disciplinary processes will be respect for the mana of the person, support, and fairness. Processes will recognise the mutual obligations of the relationships that employees have to each other in the workplace and the need to maintain confidence and trust between people on the job and in the community.

Kāinga Ora policy relating to disciplinary procedures needs to be understood alongside both the State Services Standards of Integrity and Conduct and Kāinga Ora's Values so that employees are fully aware of the expected standards of behaviour/conduct required by Kāinga Ora.

The following procedures apply to instances of alleged misconduct and serious misconduct, to the extent that it is reasonably practicable in the circumstances.

6.3.1 Disciplinary Procedures

When managing situations of alleged misconduct or serious misconduct, Kāinga Ora will endeavour to:

- Where appropriate, attempt to resolve the issue at a low level in the first instance (informal).
- Act in a manner which is fair and reasonable in all the circumstances.
- Ensure the employee is made aware of the allegation/s against them, and the possible consequences if the allegation/s are substantiated.
- Provide the employee with an opportunity to respond to the allegations.
- Invite the employee to be accompanied by a representative or support person at disciplinary meetings.
- Properly consider any explanation offered by the employee, prior to making a decision on the appropriate action, if any, to take.
- Ensure that if dismissal is contemplated, the employee is advised that this is a possible consequence.

6.3.2 Suspension

Following due process, Kāinga Ora may suspend an employee on full pay if it is deemed inappropriate for the employee to remain at work while allegations of misconduct or serious misconduct are investigated, or in the event that the employee's performance creates a potential serious risk to Kāinga Ora. Prior to doing so, Kāinga Ora will advise the employee of its concerns and allow them an opportunity to comment on the appropriateness of the proposed suspension.

[POL-337 Standards of Integrity and Conduct](#)
www.psc.govt.nz

6.4 Problem Resolution

This includes any dispute, personal grievance, or any other problem relating to or arising out of the employment relationship but does not include any problem with agreeing new terms and conditions of employment. The procedures for resolving any employment relationship problem are as provided for in Part 9 and Part 10 of the Employment Relations Act 2000.

If an employment relationship problem occurs, it should be raised with the manager, the managers' manager, HR or the PSA as soon as possible. The manager or appropriate person will arrange to meet as soon as practicable, to discuss and respond to the problem.

Every effort will be made to resolve the problem internally. If the problem cannot be resolved internally then either or both parties may request help from the Ministry of Business Innovation and Employment, Mediation Service. If the matter remains unresolved an application can be

made to the Employment Relations Authority for an investigation and determination and subsequently to the Employment Court.

If Kāinga Ora considers that it has an employment relationship problem with an employee and wishes to attend mediation in an attempt to resolve this problem, the employee agrees to attend mediation at Kāinga Ora's request.

The employee has 90 days in which to raise a personal grievance (verbally or in writing) with Kāinga Ora from the date on which the grievance occurred or came to your notice. The employee may seek a representative, including a union to help or to represent them during any meeting relating to an employment relationship problem.

Kāinga Ora has a Standards of Integrity and Conduct Policy, which has more details on complaints, grievances, and harassment. For information in relation to this policy refer to the Kāinga Ora intranet/Atamai.

[POL-337 Standards of Integrity and Conduct](#) and [POL 337a Standards of Integrity and Conduct procedure](#)

[SS-PRO-151 Raise a Bullying and Harassment Issue](#)

Section 7: Organisational Effectiveness

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

7.1 Appointment Process

Kāinga Ora is committed to employing the best person for every position through a recruitment and selection process that is transparent, fair and consistent, and which supports the future development of Kāinga Ora.

Appointment processes may be applied flexibly to meet requirements of a position.

[H-112 – Kāinga Ora Recruitment Policy](#)

7.2 Induction

Kāinga Ora will provide appropriate induction and training to support employees to perform their roles within Kāinga Ora.

The induction course introduces employees to Kāinga Ora. The induction process ensures employees understand where they fit within Kāinga Ora, what they can expect from Kāinga Ora and what Kāinga Ora expects of them so that they can perform effectively. The PSA will have the opportunity to introduce and promote PSA activity.

For core operation roles, Kāinga Ora will provide technical training.

7.3 Learning and Development

Kāinga Ora wants employees to succeed in their positions, and encourages their success by ensuring they are well supported with regard to their learning and development needs. Employees are more successful when they are supported and share responsibility for their learning.

Kāinga Ora Learning and development opportunities may include secondment, undertaking of higher duties, or project work.

Learning and development needs will be discussed regularly at touch base meetings. All Kāinga Ora staff will have the option of an individual Learning and Development Agreement, which will be reviewed at least annually.

Staff may be eligible to apply for a grant relating to learning and development opportunities.

Employees are able to obtain additional information about learning and development and study grants by reviewing the Learning and Development on the Job policy.

7.4 Remuneration Principles

The Key Principles which underpin Kāinga Ora’s Remuneration approach are:

- a) Kāinga Ora’s remuneration strategy, systems, policies and processes:
 - Support Kāinga Ora’s business strategy and goals, organisational capability, and focus on delivery;
 - Provide enough flexibility to attract and retain the people needed both now and into the future;
 - Ensure affordability and sustainability and meet the standards of fiscal prudence required by Government;
 - Deliver a remuneration package to employees that recognises the value of the role to Kāinga Ora;
 - Demonstrate equity, openness and transparency;
 - Ensure that remuneration is based on a combination of factors including:
 - i. Kāinga Ora’s remuneration strategy & framework
 - ii. Organisational performance
 - iii. Relevant market pay rates to inform remuneration bands
 - iv. Market movements
 - v. Government expectations
 - vi. Affordability & sustainability.
 - vii. CPI, LCI and other relevant factors
- b) Remuneration rates will be published annually on Kāinga Ora’s Intranet and is contained in Appendix 1.
- c) Kāinga Ora undertakes to engage with the PSA as soon as practicable in the budget cycle, and no later than end of February, to discuss the remuneration components of the budget.
- d) Kāinga Ora and the PSA agree to meet in May of each year to discuss the remuneration market review information, based on the March quarter external market data.
- e) A general adjustment will be negotiated annually with the PSA taking into consideration factors listed above in clause 7.4. (a). All positions will be sized using a reputable and proven job evaluation system.

SH-POL-103 Remuneration

7.5 Leaving Kāinga Ora

We accept that employees leave for a variety of reasons and we act appropriately in each case.

We will ensure that the processes and communications are respectful to people and will work to end the employment relationship positively. All employees are offered the opportunity to complete and/or participate in an exit interview.

When an employee who is a member of the PSA ends their employment by resignation, they must give no less than one month notice in writing to the appropriate manager. This provision also applies to current PSA members as at 19 November 2021, recruited from abroad, whose initial appointment letters require three (3) months' notice to be applied if they wish to end their employment within the first 24 months of employment.

Employees recruited from abroad who join the PSA after 19 November 2021, and who, according to their initial appointment letters, are required to provide three months' notice in writing to the appropriate manager if they wish to end their employment by resignation within 24 months from the date they start in their role, will need to give three months' notice. After 24 months tenure when an employee ends their employment by resignation, they must give no less than one month notice in writing to the appropriate manager.

Notice periods may only be varied by mutual agreement.

7.6 Abandonment of Employment

In the event that an employee fails to report for work for three consecutive days, without notification to their manager, they will be considered to have abandoned their employment. Kāinga Ora shall make reasonable attempts to contact the employee.

This will not apply where for genuine reason the employee is prevented from communicating to the employer in spite of all reasonable steps being taken by the employee.

Section 8: Management of Change

8.1 Change is an inevitable and on-going process in the workplace

Change needs to be managed to ensure that business performance is maintained, that the process is respectful of people and the best possible outcomes are reached for all parties. All change will be managed in accordance with this change process.

These provisions provide a framework for managing change that occurs when:

- Changes are being made to organisational structures; or
- Employees' positions no longer exist; or
- The nature of the work employees do is significantly different; or
- Changes to the location of position(s) need to take place.

8.1.1 Union Consultation

Principles

The best outcomes will be achieved when change is based on the following principles:

- Wherever possible, change maximises opportunities.
- The process is flexible, timely, open, equitable and transparent.
- The process is consistent with organisational values.
- Employees are given support through the process and, if a surplus staffing situation exists, then subject to providing information to their People Leader confirming arrangements, affected employees can be released to attend interviews and/or engage in other activities when transitioning to a new role, whether internal or external to the organisation.
- All parties will act in good faith.

The PSA will be notified of change proposals in advance of any affected members, so that the union can support and advise members through the change process. The more significant the proposed change, and/or the more significant the potential impact on the members, the more advance notice will be given to the union, but it should never be less than one full business day.

Kāinga Ora will provide the PSA with at least the following:

- A list of all the members who are in roles that are affected by a change proposal (directly impacted), how their role is affected, and their locations
- The change proposal document
- The date and time that the information will be shared with the relevant Kāinga Ora staff (so that the PSA can contact these members as soon as possible after this)

Examples of proposed changes that are likely to be considered less significant are changes only to job titles or reporting lines. Examples of changes that are likely considered more

significant are matters such as changes of roles, changes to roles, reductions of roles, and, of course, where there could be potential redundancies because of a proposed change. Kāinga Ora will, where practicable, meet with the PSA and employee(s) and provide the rationale behind the proposal. Employees on parental or extended leave must also be provided with information and must have the opportunity to provide their feedback as part of the consultation process.

PSA members and employees are entitled to have reasonable time to prepare their submissions within working hours, if necessary, after discussion with their manager, their PSA Delegate(s) and/or Organiser(s), and, importantly, with other colleagues.

There will also be adequate time allowed for Kāinga Ora leadership to properly consider the feedback provided, and make any relevant modifications to the change proposal before making any proposed or final decision.

During the consultation phase, where practicable it is important to keep the PSA and employees informed of progress on a regular and on-going basis.

8.1.2 Affected Employees

Employees are ‘affected’ by a management of change situation where their positions are significantly affected by the Employer requiring:

- a reduction in the number of employees; and/or
- changes to employees’ current positions; and/or
- changes to terms and conditions; and/or
- changes to staffing or work practices affecting employees; and/or
- changes to the work location.

8.1.3 Impact on Roles

Once the outcome of the consultation process has been determined Kāinga Ora must determine the employment status of each affected employee and notify them accordingly.

8.2 Process

If a change management proposal proceeds the employment status of each employee will fall into one of the following categories:

8.2.1 Reconfirmed Positions

Reconfirmation is the process of confirming employees in positions where the following criteria are met:

- the new job description is the same (or substantially similar) as the employee’s current position;
- the salary for the position is the same;
- the terms and conditions of employment are no less favourable; and
- the location is the same or within a reasonable travelling distance.

Where there is more than one clear candidate for reconfirmation to a position, a fair selection process shall operate.

8.2.2 Ring Fenced Selection Pool

Subject to consultation with the PSA and staff, where there is a group of employees whose positions would have been confirmed positions except for the fact that there are more employees than positions within the new structure, these employees will be placed in a selection pool in which the available positions will be ring-fenced for those employees only.

Employees who are unsuccessful in a ring-fenced selection process will be deemed to be in a disestablished position.

8.2.3 Redeployment

Kāinga Ora will, in the first instance, consider whether it is practicable to offer new positions, created as part of the change process, to affected employees, taking into account the affected employees' skill sets and experience. This will form part of the consultation process.

Kāinga Ora shall redeploy only those employees whose skills, experience and competencies can be matched with those required in the new positions. Reasonable and practicable options for retraining to match the requirements of the new position will be considered.

Employees in disestablished positions will be encouraged to apply for new positions or other vacancies within Kāinga Ora. Criteria for selection will be as outlined in the position description for the vacant role and a fair selection process will apply.

Employees in disestablished positions, who are successful in obtaining another role within Kāinga Ora, will be redeployed with continuity of service, and on the terms of service and conditions of employment applicable to the new position.

8.3 Reasonable offer (into a suitable alternative position)

An affected employee who is not placed in a position by reconfirmation, the ring-fenced selection pool or internal appointment processes, may be made a reasonable offer of a suitable alternative position(s).

A suitable alternative position is one:

- where the employee accepts the offer; or
- that involves duties that are not unreasonable taking into account the employee's skills, knowledge, experience, attributes and qualifications; and
- where the employee could be expected to carry out those duties with a reasonable amount of training and development; and
- where the location of the new position is within a reasonable travelling distance; and
- where the salary is the same or the employee agrees to an equalisation allowance paid in accordance with this clause; and
- where the terms and conditions are no less favourable overall.

The consideration of what constitutes a suitable alternative position should, as far as possible, recognise the employee's needs.

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

8.4 Disestablished

If, having considered redeployment options with the employee, Kāinga Ora is unable to identify any alternatives to redundancy which are suitable, the employee will be provided with 4 weeks' notice of the termination of their employment in writing.

8.4.1 Options

Kāinga Ora will communicate with employees in disestablished positions regarding:

- Opportunities for appropriate redeployment and/or transition work (which are encouraged by Kāinga Ora);
- The personal support available; and
- Their role they will undertake during any notice period.

8.4.2 Retraining

While unable to provide any guarantees, wherever practicable Kāinga Ora will give consideration to up-skilling and retaining employees whose positions have been disestablished.

8.4.3 Equalisation Allowance

Kāinga Ora may at its discretion offer an equalisation allowance to an employee where the employee accepts redeployment to a position at a lower rate of salary than the role the employee occupied immediately prior to the restructuring.

Any equalisation allowance paid will be the difference between the rate of salary for the disestablished position and the rate of salary for the redeployed position (including any subsequent salary increases during the period of the equalisation allowance). Where Kāinga Ora agrees to pay an equalisation allowance it will apply for a minimum of 12 months and will not exceed 24 months.

By agreement between Kāinga Ora and the employee concerned, up to 25% or as otherwise agreed amount of the total equalisation allowance payable over a period may be paid as a lump sum (less tax) on the employee's acceptance of the redeployment. The balance of the allowance will then be paid fortnightly for the agreed remaining period.

In any case, where Kāinga Ora elects not to pay an equalisation allowance, it will provide written confirmation and explanation of its decision to the employee.

8.4.4 Relocation

Where, at Kāinga Ora's request, there is a change to the place of work of an employee within the same general locality, or to a different geographical location, Kāinga Ora may, at its sole discretion, pay a relocation allowance for a fixed period as a contribution to the employee's increased travel costs.

Where Kāinga Ora agrees to pay a relocation allowance it will apply for a minimum of 12 months and will not exceed 24 months.

In any case, where Kāinga Ora elects not to pay a relocation allowance, it will provide written confirmation and explanation of its decision to the employee.

8.4.5 Support available during the review process

Kāinga Ora appreciates that reviews and restructures are difficult and recognises that this process can be stressful for some people. It also acknowledges that it is almost impossible to separate personal and family considerations from work during these times. The Employee Assistance Programme (approved employee support provider) can be contacted for support during the change process. The approved employee support provider will provide confidential support for employees and family members directly affected by the restructuring.

Help with interviewing skills and CV preparation can be arranged for employees who are applying for roles within a new structure. Employees should contact their manager or HR to arrange this assistance.

Employees whose employment is terminated by reason of redundancy will be provided with reasonable career transition support by a service provider appointed by Kāinga Ora in consultation with the employee. Assistance will be available with CV writing; interview skills; and skills assessment and will be tailored to meet individual requirements.

8.5 Redundancy

Where the employee's position becomes surplus to the requirements of Kāinga Ora, redundancy compensation will be payable as follows:

- a) Six weeks salary for the first year of continuous service, or part thereof, with Kāinga Ora (calculated at the rate of total ordinary pay for the preceding 12 months);
plus two weeks salary for each subsequent completed year of continuous service (calculated on the same basis);
any further completed month(s) of service will be paid on a pro rata basis (calculated at 0.833 day pay per completed month).
- b) The total gross amount payable by way of redundancy compensation shall not exceed the equivalent of twenty-eight weeks base salary, or \$30,000 (gross), whichever is the greater.
- c) For the purposes of this provision 'total ordinary pay for the preceding 12 months' is defined as the actual gross earnings received for the preceding 12 months or part thereof, exclusive of benefits.
- d) Previous service with Housing Corporation of New Zealand, Housing New Zealand Limited, HLC, KiwiBuild and Kāinga Ora will be counted if service is continuous, and if redundancy compensation has not previously been paid in respect of that service.
- e) Payment of redundancy compensation shall be in addition to and not in substitution for any period of notice provided in this Agreement, or any payment in lieu thereof.

Employees whose employment is terminated by reason of redundancy will be provided with reasonable career transition support, by a service provider appointed by Kāinga Ora in

consultation with the employee. Assistance will be available in CV writing, interview skills, and skills assessment, and will be tailored to the employee's individual requirements.

8.6 Technical Redundancy

Redundancy compensation shall not be paid to employees whose employment has been terminated by Kāinga Ora by reason only of the transfer by Kāinga Ora of the whole or part of its business, if:

- a) the new organisation responsible for the operations transferred:
 - i. has offered the employee suitable alternative employment in the operation or the part being transferred; and
 - ii. has agreed to treat service with Kāinga Ora as continuous service; and
- b) the conditions of employment offered to the employee by the new organisation are the same as or not less favourable than the employee's existing conditions of employment, including:
 - i. any service-related conditions; and
 - ii. any conditions relating to redundancy; and
 - iii. any conditions relating to superannuation; as
 - iv. under the employment being terminated.

8.7 Employee Protection

8.7.1 This clause applies in all situations where a change to Kāinga Ora's business will mean the work performed by an employee is to be done for a new employer (because of contracting out, sale of business etc.) In situations covered by this clause, Kāinga Ora will take the following steps as soon as is reasonably practicable:

- a) Give affected employees and the PSA notice of:
 - i. The proposed change;
 - ii. Who the proposed new employer is;
 - iii. Whether the proposed new employer intends to take on some or all affected employees;
 - iv. Whether the proposed new employer is a party to a collective employment agreement that covers the work to be done by affected employees; and
 - v. That if they do not transfer to the proposed new employer, their employment will be terminated on the grounds of redundancy.
- b) Advise the proposed new employer that affected employees are members of the PSA.
- c) Facilitate direct discussions between the PSA and the proposed new employer about the terms and conditions of affected employees.

8.7.2 If the proposed new employer is a party to a collective agreement that covers the work to be done by affected employees, Kāinga Ora will negotiate with the proposed new employer for affected employees to be offered terms and conditions which are on no less favourable terms and conditions of employment as the terms and conditions of this agreement

8.7.3 If the proposed new employer is not a party to a collective agreement that covers the work to be done by affected employees, the employer will negotiate with the proposed new employer for affected employees to be offered terms and conditions which are on no less

favourable terms and conditions of employment as the terms and conditions of this agreement.

8.7.4 In all cases the employer will negotiate with the proposed new employer for employees' length of service to be recognised for the purposes of service-related entitlements.

8.7.5 If affected employees elect not to transfer to the proposed new employer, the terms of the redundancy clause contained within this agreement will apply.

SH-POL-112 Change Management Policy
SH-126 Change Management Guideline

The Parties have executed this Collective Agreement on the 13th day of June 2023.

SIGNED for and on behalf of the Employer,
Kāinga Ora – Homes and Communities, by its duly
authorised representative.

Andrew McKenzie
Chief Executive
Kāinga Ora – Homes and Communities

SIGNED for and on behalf of the appropriate employees,
by the duly authorised representative of the
New Zealand Public Service Association.

Cheryl Reynolds
Assistant Secretary
Public Service Association

Appendix 1

SALARY RATE TABLES 2023 - 2025

Printed pro 2023 Salary Rate Offer Effective 3 April	RATE	Printed 2024 Salary Rate Offer 1 April 2024
\$ 240,191	S7	\$ 245,841
\$ 207,347	S6	\$ 212,997
\$ 206,329	S5	\$ 211,979
\$ 184,887	S4	\$ 190,537
\$ 177,669	S3	\$ 183,249
\$ 152,028	S2	\$ 156,839
\$ 146,518	S1	\$ 151,164
\$ 127,648	17	\$131,727
\$ 108,859	16	\$112,375
\$ 92,211	15	\$ 95,227
\$ 80,094	14	\$ 82,594
\$ 70,735	13	\$73,235
\$ 64,334	12	\$66,834
\$ 59,471	11	\$61,971

Effective 3 April 2023 \$500* one off lump sum payable to PSA members in employment with Kāinga Ora on 7 July 2023, to be paid during July

Year 2 (2024) One off \$500* gross lump sum to all employees in employment on 1 April paid in the first pay of April 2024

*All rate increases and lump sum payments are pro rata for part-time and casuals

Employees on ‘Grand parented’ rates or on rates subject to equalisation: a new salary rate will be effective 3 April 2023, with a \$4000 increase subjected to the rate increase off-setting on their substantive salary rate i.e the rate for the role. This means they will receive an adjustment to the salary rate, or a one off lump sum payment of \$4000, or a combination of the two (up to \$4000).

‘Grand parented’ or on rates subject to equalisation; The salary rate will be calculated on the 1 April 2024, rate increase, and will be subjected to rate increase offsetting applied as per 2023 on their substantive salary rate i.e. the rate for the role.

Appendix 2

The Protocol for Public Service Associate Delegates within Kāinga Ora

1. Purpose

1.1 This protocol sets out the respective roles and responsibilities of Public Service Association (PSA) delegates and Kāinga Ora – Homes and Communities leaders in respect of union related activities within Kāinga Ora.

1.2 This protocol should be read in conjunction with Section 1 of the Collective Agreement.

2. Introduction

2.1 The PSA is a well organised union that:

- has active, well trained delegates who have the support and confidence of members;
- demonstrates leadership and guidance;
- demonstrates sound union principles, based on collectivism; and
- accepts the responsibility of representing its' members in the workplace and within union structures.

2.2 The PSA is a democratic organisation that provides leadership and advice on professional and industrial matters. PSA delegate/representatives play an essential role as the face of the union they represent in the workplace and in union structures, in respect of the collective and individual interests of PSA members.

Kāinga Ora's purpose is building lives and communities by Kāinga Ora people. He pukenga wai, he nōhanga tāngata; he nōhanga tāngata, he putanga kōrero.

2.3 Ō Tātou Uara – Our Values

Kāinga Ora's Values unite us as an organisation, reflecting the best of who we are now and who we want to be for the future. They describe the mind-sets and behaviours we believe are most important to enable us to achieve our vision. They are vital in guiding how we will work every day – and we are all responsible for owning and living them in everything we do.

Our values are:

- Manaakitanga – People at the Heart
- Mahi Tahi – Better Together
- Whanake – Be Bold

2.4 This protocol recognises the rights of PSA members and delegates at Kāinga Ora to be involved in PSA activities, and sets out for members and Kāinga Ora leaders:

- the rights, roles and responsibilities of the parties when PSA members and delegates are required to represent fellow union members in employment matters, on working groups and in union structures;

- the support Kāinga Ora and the PSA will provide to ensure the effective operation of delegates/representatives in their roles; and
 - the position on induction for new staff.
- 2.5** Kāinga Ora and the PSA will agree to engagement processes and structures for delegates and Kāinga Ora leaders to meet regularly and to further the relationship between them.
- 2.6** Kāinga Ora and PSA acknowledge that some delegates/workplace representatives have a particular role (e.g. National Delegate, National Delegate Convenor or Network Convenor), which places further demands on their time from both Kāinga Ora leadership and the union.
- 2.7** Due to the nature of rostering in Kāinga Ora Call Centres the PSA will make best endeavours to provide as much notice as practicable (ideally not less than one month) for planned union meetings and training for Call Centre Delegates. It is recognised that one month's notice will not be possible for some union activity, such as Call Centre Delegates supporting members.

3. PSA Delegate responsibilities in Kāinga Ora

3.1 Delegates are elected by members in worksites. Their key responsibilities can include:

- to champion and promote constructive engagement with Kāinga Ora;
- provide leadership and advice on PSA issues within the workplace;
- represent and support members in employment matters;
- develop and represent the collective view of members;
- hold membership meetings as appropriate;
- identify issues and work constructively with Kāinga Ora leaders to seek resolution in a timely manner and at the appropriate level;
- support members to participate in decision-making at the workplace and in union structures;
- receive and disseminate union information so that it is easily accessible to members;
- act as a means of communication between paid union officials, other delegates and members in the workplace;
- advance and promote the strategy and goals of the PSA;
- recruit new members to the PSA, including participating in formal induction sessions;
- participate in committees of delegates within the workplace;
- ensure that they attend relevant educational forums (PSA and Kāinga Ora provided) to develop and maintain understanding of employment and workplace relations and related topics;
- promote the objectives of the Health and Safety in Employment Act (1992) and work with Kainga Ora on health, safety and wellbeing \ issues; and
- represent members and the union at pre-negotiation meetings, negotiations, ratification meetings and working parties.

3.2 National Delegates

The worksite delegates elect the national delegates. The role of the national delegates is to:

- provide leadership to delegates and members in Kāinga Ora
- determine PSA structures and processes within Kāinga Ora
- engage strategically with Kainga Ora and Kāinga Ora leaders
- maintain a Kāinga Ora-wide view
- demonstrate and promote the principles outlined in Section 1 of the Collective Agreement.

Kāinga Ora agrees that national delegates will be allowed an appropriate amount of paid employment time on national delegate business;

3.3 National Convenor

The national delegates elect the national convenor. The role of the national convenor is to organise and lead the national delegates, and be a key point of contact between Kāinga Ora and the PSA.

In recognition of the role the national convenor plays, Kāinga Ora agrees that the national convenor, in addition to other agreed involvement, will be allowed up to 20 hours per month of paid employment time for national convenor business unless otherwise agreed.

The overall time commitment will be governed by the respective complexity and other imperatives of any prevailing issue(s), for example collective bargaining, work associated with meeting delegates, PSA members, PSA officials, Kāinga Ora leaders or new employees.

4. Delegate Responsibilities outside Kāinga Ora – Homes and Communities

4.1 Delegates can also be elected or nominated to:

- Participate in the decision-making processes of the PSA on national bodies; and
- represent the PSA on working groups, delegations and at conferences.

5. Responsibilities of the union and the employer

It is acknowledged that for PSA delegates to fulfil their obligations the following requirements are to be met;

5.1 The PSA will:

- promote constructive engagement and acknowledge the value and role of Kāinga Ora leaders in the workplace
- provide Kāinga Ora with the names and workplace of all their respective delegates representatives after the workplace AMM or other delegate elections;

- provide Kāinga Ora with the names and workplace of all members elected to national bodies and the proposed annual schedule of meetings;
- provide Kāinga Ora with the names and workplace of all members elected to negotiation teams as part of the bargaining process agreement for each respective negotiation;
- giving the manager as much advance notice as possible of any activity; and
- have regard to the operational requirements of Kāinga Ora

5.2 Kāinga Ora leaders will:

- champion and promote constructive engagement and the value and role of the PSA delegate in the workplace.
- allow reasonable paid time for union delegates to discharge their responsibilities (see section 3);
- allow reasonable time for union delegates to meet on a regular basis;
- allowing union delegates/representatives reasonable use of Kāinga Ora facilities to discharge their duties, including communication systems, IT systems, and meeting rooms;
- in addition to the above, Kāinga Ora will provide paid leave for union delegates representing members and the union at pre-negotiation meetings, negotiations, ratification meetings and in working parties;
- providing paid travel expenses for union delegates representing members and the union at working parties, as approved by the General Manager People Governance and Capability providing paid leave for union delegates who are elected to the wider union structures, e.g. Sector Committees, PSA networks or PSA Congress;
- where agreed, granting paid leave and expenses for union delegates to attend personal grievances and disputes;
- if a manager becomes concerned about the amount of time being spent on delegate duties, or the nature of the activities being undertaken during such time, the matter can be raised directly with the delegate or PSA, People Leaders or relevant People Partner.

6. Induction for new staff in regard to union membership

6.1 PSA will liaise with Kāinga Ora People Partners and People Capability Team regarding a process for induction, which will:

- provide new staff with an introduction to the union delegate;
- bring to the attention of and make available application forms and promotional material to new staff;
- provide the opportunity for a union presentation as part of any induction course for new employees.

7. Training

- 7.1 The parties are committed to having well trained, resourced delegates and acknowledge the benefits of allowing them to attend paid educational leave courses.
- 7.2 The purpose of the educational leave is to increase delegate's knowledge about employment relations, employees and employer and promoting the objectives of the Employment Relations Act, especially good faith.
- 7.3 This may constitute joint training by PSA and Kāinga Ora or PSA delivered training. To this end the General Manager People, Governance and Capability and the National PSA Organiser will annually agree on programmes in which delegates and Kāinga Ora leaders may jointly participate.



Andrew McKenzie
Chief Executive
Kāinga Ora – Homes and Communities



Cheryl Reynolds
Assistant Secretary
Public Service Association

Date: 13th June 2023