



Collective Agreement

This is a collective agreement pursuant to the Employment Relations Act 2000

Between

Te Tari Ture o te Karauna - Crown Law

and

The Public Service Association – Te Pūkenga Here Tikanga Mahi

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1. CROWN LAW/PSA RELATIONSHIP

1.1 Introduction

1.1.1 This Collective Agreement (CA) provides minimum terms and conditions of employment for PSA members. This collective agreement should be managed and applied with good faith. The parties to this collective agreement recognise that their interests are mutually dependent. Our relationship agreement sets out the principles and provides a framework for the way we work together.

1.2 Ngā Kaupapa

1.2.1 Crown law and PSA agree these principles can help guide and support the parties. The PSA Ngā Kaupapa give a cultural insight into Te Ao Māori and outline our underpinning engagement behaviours.

- Rangatiratanga: empowering Māori leadership
- Whānaungatanga: encouraging personalisation and high trust
- Kaitiakitanga: protecting Māori to secure working conditions and cultural identity
- Manaakitanga: encouraging health and well-being in the workplace
- Wairuatanga: promoting cultural behaviour
- Whakahiaito Umanga: career development
- Whakamana: developing effectiveness
- Kotahitanga: building solidarity and unity

1.3 Relationship principles – Spirit of Partnership

1.3.1 Crown Law recognises the spirit of partnership with those involved in its operation, and the importance it plays.

1.3.2 Crown Law leadership and the PSA's relationship is based on the following underpinning principles and expectations:

- Respect for the independence of each organisation, including recognition of each other's specific responsibilities and accountabilities and their mutual and differing interests.
- That wherever possible issues are resolved at the lowest level close to where they arise.
- Acknowledgement that as the collective representative and leader of its members in Crown Law, the PSA is a key stakeholder.
- A relationship based on honesty and 'no surprises'.
- Information sharing.

- Timely and effective participation in decision-making processes.
- Advancing the effectiveness of Crown Law and its ability to provide quality services and outcomes for both clients and employees, and to manage within the resources available and meet its statutory obligations.
- The use of a problem-solving approach to address issues aiming to build a view that is generally acceptable; and
- An undertaking to engage with each other in good faith at all times.

2. ORGANISATION AND STRUCTURE

2.1 Introduction to Crown Law

- 2.1.1 Crown Law provides legal advice and representation services to the government in matters affecting the executive government. The services provided include matters covering judicial review of government actions, constitutional questions including Te Tiriti o Waitangi issues, the enforcement of criminal law and the protection of revenue. Crown Law also administers the prosecution process in the criminal justice system, in particular, Crown prosecutions.
- 2.1.2 Crown Law's vision is to build a better Aotearoa through responsible, lawful government. Crown Law's purpose is summarised in the following statements:
- Legal experts: We are experts in public, criminal, constitutional and Te Tiriti o Waitangi law; enabling Government to pursue its policy objectives according to law.
 - Kaitiaki of the rule of law: We support the Law Officers (the Solicitor-General and Attorney-General) to determine the Crown's view of the law.
 - System leaders: We provide leadership for the networks of Crown Solicitors, public prosecuting agencies and in-house Government lawyers.
- 2.1.3 Crown Law is committed to ensuring Te Ao Māori and te Tiriti inform how we work. Crown Law team members strive to demonstrate the following Ways of Working in our interactions with each other, our clients and in all we do.
- We take pride in all we do
 - We value our differences
 - We look after the mana of other people
 - We recognise our impact on others
 - We care about each other
- 2.1.4 As a public sector agency Crown Law works to deliver government commitments across the sector, honouring the Public Services Act and guided by the core principles and values of the public service in our work.

- 2.1.5 Crown Law is committed to having an inclusive, respectful, and responsive organisational culture which enables good and safe working conditions, equitable career opportunities and maximum participation for all employees. All employees will have equal opportunity for recruitment, development, and promotion regardless of gender, family responsibilities, ethnicity, disabilities, sexual orientation or age. All reasonable accommodations will be made to ensure full engagement in the workplace for employees with disabilities. Refer to Employment Relationship Policies (Doc 445175).
- 2.1.6 Employees are required to abide by the Standards of Integrity and Conduct at all times.
- 2.1.7 Managers will support a family friendly workplace with particular reference to considering the needs of those supporting dependants.
- 2.1.8 Managers will work towards developing an increasingly diverse workforce representative of the population it serves.
- 2.1.9 Crown Law and the PSA commit to ensuring that everyone is treated with dignity and respect at work, and to support positive workplace behaviours. This also relates to relationships with stakeholders and volunteers.
- 2.1.10 Crown Law recognises violence, bullying, harassment and discrimination are hazards to be managed under the Health and Safety at Work Act 2015 and will take all reasonably practicable steps to manage these hazards.

3. REPRESENTATION/DELEGATE FACILITIES

- 3.1 Crown Law recognises the PSA as the representative of employees who have given appropriate authorisation.
 - 3.1.1 The PSA shall have a right of access in accordance with prevailing legislation.
 - 3.1.2 In addition, Crown Law recognises the role of union delegates as advised by the Union and will allow such delegates reasonable time and resources to carry out their functions and will support delegates in their role.
- 3.2 After reasonable notice, Crown Law shall provide the PSA with four hours of paid time per year to conduct union meetings with members.
- 3.3 The frequency, timing and duration of such meetings shall be determined by mutual agreement with Crown Law, on the basis that arrangements are made to ensure that Crown Law's operations continue during such meetings. The approval of Crown Law shall not be unreasonably withheld.
- 3.4 The Employment Relations Act provides for employment relations education leave. It is the PSA's responsibility to allocate such leave in accordance with prevailing legislation.

4. INTRODUCTION

4.1 Scope, term and coverage

- 4.1.1 This Collective Agreement constitutes a collective agreement under the Employment Relations Act 2000. This Agreement applies from the date of ratification and expires on 1 December 2024.
- 4.1.2 The parties to this Agreement are:
- Te Tari Ture o te Karauna – Crown Law – (Crown Law); and
 - New Zealand Public Service Association – Te Pūkenga Here Tikanga Mahi (“the PSA” or “the Union”).
- 4.1.3 This Collective Agreement applies to employees of Crown Law, excluding the Solicitor-General, Deputy Solicitors-General, Deputy Chief Executive, third tier managers and above, and Human Resources Advisory employees. Provided the coverage clause applies, all employees who are or become members of the PSA are covered by this agreement.
- 4.1.4 An employee’s personal terms of employment comprise this Collective Agreement and the additional matters, which are confirmed in their appointment letter, or have been or are subsequently agreed in writing between Crown Law and the employee. The appointment letter specifies such matters as the position, reporting line, remuneration and any other condition(s) that are in addition to, or are more advantageous than, those set out in this Agreement.
- 4.1.5 The terms and conditions of this agreement shall also apply to any new employee during the first 30 days of their employment provided that employee’s work is covered by the collective. The terms shall no longer apply beyond that time unless the employee joins the Union.
- 4.1.6 Other Crown Law policies and procedures also apply to employment. Such policies and procedures may be amended by Crown Law from time to time (following consultation with PSA/delegates where the proposed amendment would have a significant impact on employment for one or more employees) to the extent they are not inconsistent with this Agreement.
- 4.1.7 For any new employee whose work is covered by the coverage clause Crown law shall:
- 4.1.7.1 Inform the employee they may join the Union and advise the Union delegate within a week of the employee commencing employment; and
 - 4.1.7.2 Provide a copy of this agreement to the employee and explain that they will be covered by its terms but only for the first 30 days unless they join the Union.

4.2 Variation

- 4.2.1 This Agreement may be varied during its term by agreement between the parties using the same ratification procedure as was used for the settlement of this agreement.
- 4.2.1 Where the proposed change only affects a group of employees the variation shall be voted on by those employees only.
- 4.2.2 Any agreed variation will be recorded in writing.

4.3 Savings

- 4.3.1 It is not intended that this Agreement should operate to deprive employees of a benefit if the failure to make reference to that benefit was omitted from this Agreement by error or oversight. Crown Law and the PSA would discuss an equitable solution to any problems or issues.
- 4.3.1 Agreed additional terms to this agreement should be recorded in writing by Crown Law and the employee and will continue to apply.
- 4.3.2 Crown law and the PSA have recorded by letter the names of employees who were covered by the Crown Law Office Collective Employment Contracts which expired 30 June 1993 and 30 June 1996 and the detailed conditions contained in those collective contracts that continue to apply to those employees.

4.4 Working Together

- 4.4.1 Crown Law wishes to provide a service to the public service, which is focused, responsive, timely and of high quality.
- 4.4.2 The success of Crown Law meeting its vision is the result of teamwork with people working together in a spirit of partnership. Crown Law is committed to promoting harmony and ensuring that consultation and co-operation are the basis for relationships amongst all people at Crown Law. Crown Law aims to have effective communication so that discussions on matters arising out of employment can be initiated by employees or their Manager.
- 4.4.3 Where any party considers a meeting should be called to discuss any matter, such meetings may be held on terms mutually agreed.

4.5 Te Tiriti and Māori perspective

- 4.5.1 Crown Law is committed to fulfilling its Crown obligations and upholding the principles of Te Tiriti in partnership with Māori. This involves being responsive to the needs and perspectives of Māori in every facet of its business and day to day practice. Crown Law will involve Māori employees in the design and implementation of policies and practices to develop the capability of the organisation in order to deliver appropriate quality services to Māori.

Development of Te Reo Māori me ūna Tikanga

4.5.2 Crown Law respects and supports the use of te reo Māori me ūna tikanga in the workplace. Where an employee chooses to develop their skill and knowledge of te reo Māori me ūna tikanga, the employee may apply to Crown Law for support towards the following course related costs:

- Tuition fees
- Study related resources
- Carparking, Wānanga travel and expenses
- Koha

Please note, that once approved, receipts where applicable will be required for reimbursements. Where tutorials and or lectures/classes occur during work hours the employee's attendance will be classified as work related and taken into consideration when reviewing the employee's workload.

4.5.3 Courses approved under this clause must be of a different nature or complexity than courses already offered by/through Crown Law for the development of cultural competence of Te Reo Māori me ūna tikanga. Employees who wish to make a claim under this clause must have endeavoured to engage with their manager and have documented discussions and goals in progress under their personal development plan. Where this has not been demonstrated, applicants may be required to provide additional supporting information.

4.6 Official Languages

4.6.1 Crown Law acknowledges their role in promoting and supporting the knowledge and use of New Zealand's official languages (Te Reo Māori, New Zealand Sign Language, and English). Employees can seek approval to access funding to meet the costs and as appropriate time to attend classes/courses.

4.7 Good Employer

4.7.1 Crown Law operates under the Good Employer requirements set out in section 73 of the Public Service Act 2020 which provides for recruitment, terms of employment, conditions of work, fringe benefits and opportunities for training, promotion and transfer to be undertaken or offered without preference being given on the basis of sex, sex characteristics, gender identity, gender expression, marital status, religious or ethical belief, sexual orientation, colour, race, ethnic or national origin, or age. Crown Law is focused on inclusiveness in the workplace and takes steps to ensure conscious or unconscious bias does not impact on decision making.

4.8 Good Faith Principles

4.8.1 Crown Law and employees recognise that their interests are mutually dependent. Therefore, in addition to any mandatory good faith principles, the parties recognise the following:

- 4.8.1.1 The importance of employee views being taken into account, because the relationship between Crown Law and employees is a key determinant of Crown Law achieving its goals.
- 4.8.1.2 The importance of the workplace relationships between employees and their Manager to resolve issues in the first instance. Crown Law encourages and emphasises early resolution, fostering a high trust environment, and direct discussions between Employees and their Managers in a timely way when an issue arises. (The parties acknowledge that employees may seek to be represented at any time).
- 4.8.1.3 The importance of the role of the PSA as the representative of its members employed in the business.
- 4.8.1.4 Crown Law is a stronger workplace when employees are involved in decisions we need to make.

5. DUTIES

5.1 Employee Development

- 5.1.1 Crown Law has a strong emphasis on developing employees. Provision of in-house programmes cover such areas as the practice and development of the law, information resources, technology, leadership development and business practices. Participation and attendance at external seminars and conferences is actively encouraged.
- 5.1.2 Professional development may include leave to enable employees to undertake a course of study to complete relevant qualifications, to attend courses and seminars and to undertake research projects which are relevant to Crown Law, and which facilitate an employee's growth and development. Employees may also be reimbursed for course fees for approved study, in accordance with Crown Law's Study Assistance Policy (7198384).
- 5.1.3 All permanent counsel who do not hold a practising certificate will, as soon as practicable for everyone after their appointment, undertake the Professional Legal Studies Course, without loss of salary. The course fees shall be paid by Crown Law.
- 5.1.4 Crown Law encourages employees to seek out alternative training and development opportunities to the above, and to discuss these with their Manager.

5.2 Hours of Work

- 5.2.1 Crown Law supports a balance between personal and family commitments and working responsibilities while ensuring that operational needs are met. Employees will be allowed flexibility in how they work so long as operational business requirements are met.
- 5.2.2 Crown Law typically operates within a working window of 7.00 am and 7.00 pm Monday to Friday. The standard hours for full time employees are 7.5 hours per day and 37.5 hours per week. Employees' weekly hours of work will be set out in their appointment letter. Crown Law recognises it may be necessary to work hours

outside or in excess of normal business hours in order to satisfy client or business needs from time to time.

- 5.2.3 Wherever practical, employees will be given the opportunity to work flexible hours including the opportunity to work part-time or on a job share basis. If employees wish to change the hours they work each week, i.e. move from full time to part time or vice versa, or work more flexibly, they should discuss this with their Manager. If agreed, a letter noting changes to their terms and conditions of employment will then be agreed. Agreement will not be unreasonably withheld.
- 5.2.4 Employees considering requesting a change in their hours of work should also discuss with their Manager the impact on salary and benefits including superannuation and leave etc. When considering requests for changes to hours of work, Crown Law will consider workplace, client, and fellow employees' interests, while also giving weight to the employee's request.
- 5.2.5 Where an employee who works part time works on one of their regular days off, that person can elect whether to take a day in lieu at another time or be paid for the day worked.

5.3 Breaks

- 5.3.1 The timing of breaks should occur in a manner which best suits both the employee and the team's needs.
- 5.3.1 For a full-time employee, a normal day's work typically includes one unpaid lunch break of up to one hour and two paid 15-minute breaks. Part time employees will receive breaks as appropriate for their hours. Employees are encouraged to take these breaks away from their workstation or the office.
- 5.3.2 Employees are encouraged to move, to stretch, to take time away from their desk, and to have screen free time throughout the course of the day.

5.4 Flexible Working

- 5.4.1 As a public service department, Crown Law operates on a flexible by default setting. Public service guidance on flexible working, and Crown Law's own practice, is expected to evolve over the term of this collective. The following sets out the foundations for flexible working, and employees and managers should ensure they stay current with Crown Law policies.
- 5.4.2 Flexible working for Crown Law employees means the hours, days, and place of work can be discussed and agreed between the employee and manager and may vary on an informal and as-agreed basis from time to time. While most employees typically work within a working window of 7.00 am and 7.00 pm Monday to Friday, flexible working arrangements give employees more options to manage their work/life balance while ensuring that Crown Law meets our business needs.
- 5.4.3 We recognise that some roles may have greater flexibility than others, and that business requirements can arise at short notice that may reduce flexibility. Crown Law promotes a work environment that is built on trust and good faith, which provides flexible work arrangements that best suit each individual, their team and Crown Law.

- 5.4.4 Most flexible working arrangements at Crown Law should be informal – that is, the manager and employee agree a work schedule and location that enables the employee to meet business needs, while ensuring they are not working unnecessarily long hours. Such an arrangement varies from time to time and does not change the employee's terms and conditions in the way that a formal flexible work arrangement does.
- 5.4.5 Consideration should be given to ensuring that proper breaks are taken when working flexibly, using 5.3.1 as a guide.
- 5.4.6 Managers and employees will work together to enable flexible working arrangements, whether formal or informal, that:
- a) Enable the employee to meet the requirements of their role.
 - b) Are consistent with relevant Crown Law policies and employer obligations (including health and safety, security).
 - c) Are consistent with the training and development needs of the employee.
 - d) Ensure a fair balance of flexible working within the employee's team.
 - e) Provide reasonable notice to managers and teams.
 - f) Ensure business needs are met.
 - g) Enable managers and employees to adjust schedules to meet work commitments, without working unnecessary additional hours.

Informal flexible working arrangements

- 5.4.7 Very few roles operate independently from others at Crown Law, and so adjusting an employee's workplace or schedule can impact others in unexpected ways. Managers and their teams are encouraged to establish an agreement identifying how their team will balance flexible working with business needs, including relevant considerations such as:
- whether a certain number of staff or certain roles are needed at the office at given times to meet operational business requirements
 - any obstacles that limit the ability of some or all team members to work flexibly
 - when and how the team will notify the manager and each other of their work schedule and location.
- 5.4.8 When managers and their teams have identified obstacles to team members working flexibly, Crown Law shall work to reduce those obstacles, wherever practicable, to enable all employees to enjoy a reasonable opportunity to work flexibly.

Formal flexible working arrangements

- 5.4.9 Wherever practical, employees will be given the opportunity to work flexibly including the opportunity to work part-time or on a job share basis. If employees wish to change the hours, days or primary place of work, e.g. move from full time to part time or vice versa, move offices or work primarily from home, they should discuss and agree this with their Manager, who will provide a variation letter noting changes to their terms and conditions of employment.
- 5.4.10 Agreement will not be withheld unless the proposed arrangements are inconsistent with the factors listed at 5.3.6.
- 5.4.11 If a formal request is declined, Crown Law will attempt to find a compromise solution, and provide reasons and an indication of the length of time for which the reasons for refusal are likely to apply. The employee and manager should work to resolve any obstacles that would prevent flexible working once identified and agree a timeframe for doing so.

Working additional hours

- 5.4.12 Crown Law accepts that at times employees may need to work additional hours to meet specific business requirements. However, Crown Law expects additional hours to be an exception to normal practice and expects managers and employees to work together to manage workloads as far as practicable to ensure any additional hours are strictly necessary to meet business needs and are reasonable in the circumstances. Managers and employees should discuss hours regularly and on an ongoing basis to enable workloads to be managed.
- 5.4.13 Where additional hours can be avoided, they should be. Crown Law expects this to be managed by adjusting employee's work schedules over a day, week, fortnight, or, in rare cases, longer, to suit. Where this is not practicable and additional hours cannot be avoided, there are different processes and entitlements for counsel and non-counsel roles. Employees should refer to the relevant section below.

Flexi-Time and TOIL – Counsel roles

- 5.4.14 This section applies to those employees in counsel roles. Those in non-counsel roles should see section 5.4.26 on Working additional hours: Strategy & Corporate roles.
- 5.4.15 Crown Law differentiates between *moderate* additional hours (i.e. up to 90 hours a fortnight) and *considerable* additional hours (i.e. over 90 hours a fortnight).

Up to 90 hours a fortnight

- 5.4.16 Where some additional hours cannot be avoided and are agreed by the employee and their manager to be necessary, Crown Law expects informal "flexi-time" to be used to broadly balance workloads and hours across up to four weeks. For instance, counsel needing to work additional hours over a fortnight might work shorter hours in the following week; or they may not work at all on a usual work-day to balance their schedules and commitments. In discussion with their manager, they would agree a flexi-time arrangement to ensure appropriate rest after periods of higher intensity work.

- 5.4.17 Flexi-time is not a leave entitlement calculated on an hour for hour basis. Flexi-time is informal, agreed between the employee and their manager, and should reflect the specific circumstances that required the additional hours (for instance, the amount of effort and time required and spent, the notice and timeframes involved, what other support the employee had, and any other relevant factors).
- 5.4.18 This emphasis on agreement between the employee and their manager reflects the importance of advance discussion about what level of overall effort and resourcing can be accorded a particular piece of advice or litigation matter. Working additional hours on a file will not always be appropriate when other priorities and work being undertaken by other counsel are taken into account.

Over 90 hours a fortnight

- 5.4.19 In cases where considerable additional hours are required and cannot be managed through the informal application of flexi-time (i.e. **over 90 hours a fortnight**), employees may access Time Off in Lieu (TOIL). TOIL is intended to enable the employee to rest, and managers should agree with employees a reasonable timeframe when the time off will be taken.
- 5.4.20 Where additional hours are worked in excess of 90 hours per fortnight (as approved by the counsel's Manager, acknowledging that approval after the fact is sometimes appropriate), TOIL will be accrued at one hour for every hour worked.
- 5.4.21 For the avoidance of doubt, hours worked during the weekend that qualify for weekend TOIL can, at the counsel employee's election, either be included as part of the 90 hours or can be taken as weekend TOIL. Hours worked cannot be used to qualify for both weekend TOIL and TOIL under this clause.
- 5.4.22 The current policy, Flexible Weekend Work/Time Off In Lieu/Refresher Leave Guidelines, apply to both counsel TOIL clauses. Either party can seek the agreement of the other to amend the guidelines at any time.

Weekend Work

- 5.4.23 Where it is agreed between the employee and Manager that weekend work is unavoidable and required to meet business requirements, consideration should be given to whether the time can be taken within 4 weeks or whether TOIL should be applied.
- 5.4.24 When weekend work is required and TOIL is used, it will be granted on a one for one hourly basis for all hours worked across the weekend.
- 5.4.25 If flexi time is selected, every effort should be made to ensure the employee can take the time within 4 weeks. If, the employee has been unable to use the time within 4 weeks the employee can request that the time is transferred to TOIL.

Strategy and Corporate roles

5.4.26 Any Strategy and Corporate employee (including any employee who works part time) who is required to work in excess of 8 hours in a day, or 40 hours in a week is entitled to the following:

- to have the additional hours paid as overtime. Overtime is paid at the rate of time one and half (T1 1/2); and
- if required to work on a Saturday or Sunday, to be paid a minimum payment of three hours at the appropriate rate; or
- to take the equivalent additional time worked at a later mutually agreed date as time off in lieu (TOIL). Any time in lieu balance must be reduced to zero before annual leave is used.
- The employee shall advise their Manager of whether they elect to take time in lieu or to be paid overtime.

A minimum of half an hour lunch break must be taken in accordance with the Employment Relations Act 2000. Any additional time worked in a lunch period may be considered as overtime if prior approval is sought from a line Manager.

6. REMUNERATION

6.1 Remuneration

6.1.1 The purpose of this section is to describe the principles and operation of Crown Law's remuneration system.

6.1.2 Crown Law's remuneration structure is based on:

- A set of standard pay bands
- A salary calculation point for each pay band.

6.1.3 There are six guiding principles for remuneration at Crown Law. The principles will remain consistent over time; however, the order of the priorities may change depending on organisational objectives, market relativity, and other such factors:

- Transparency
- Affordable and Sustainable
- Competitive in the public sector market
- Take into account retention and recruitment
- Flexibility
- Administratively simple

6.1.4 Crown Law is committed to the Kia Toipoto Principles which provide a framework for creating environments free of ethnic or gender-based inequities, based on collaborative action between Crown Law, employees and unions.

6.2 Salary Scales

6.2.1 The salary scale for each pay band is shown in the printed rates attached as Appendix 1.

6.3 Step Progression

6.3.1 Employees covered by this agreement shall progress through the steps within their band annually until they reach the maximum step of the band. Movement will be on the 01 July each year with effect from 1 July 2023.

6.3.2 To be eligible for step progression the following conditions must be met:

6.3.2.1 Employed as a permanent employee, starting in the position before 1 April of that year.

6.3.2.2 Employed as a fixed term employee for 12 months or more, as at 1 April of that year.

6.3.2.3 Not on a formal Performance Improvement Plan.

6.4 Kia Toipoto

6.4.1 Kia Toipoto builds on the successful Public Service Gender Pay Gap Action Plan 2018-20, and the Gender Pay Principles, but goes further, with specific actions and milestones to address the workplace drivers of gender, Māori, Pacific, Asian and ethnic pay gaps.

6.4.2 Crown Law and the PSA are committed to implementing the Kia Toipoto—the Public Service Gender, Māori, Pacific and Ethnic Pay Gaps Action Plan. The Kia Toipoto goals set out in Kia Toipoto 2021-2024 Public Service Action Plan are to:

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

Kia Toipoto focusses on key focus areas, these are:

1. Transparency – Ensuring information about policies and remuneration are accessible and publishing annual pay gaps action plans.
2. Equitable Pay Outcomes – ensuring starting salaries are not influenced by bias, monitoring pay gaps, use of pay equity processes to reduce impact

- of occupational segregation.
3. Effective career and leadership development - working to improve gender and ethnic representation at all levels by ensuring equitable career progression opportunities.
 4. Eliminating bias and discrimination – working to ensure our HR and remuneration policies and processes are free from bias and discrimination and building cultural competence.
- 6.4.3 In accordance with Kia Toipoto, Crown Law, in partnership with the PSA and people networks, will develop and publish an Action Plan (including data) then, will meet quarterly to monitor our progress toward our action plan.
- 6.4.4 Further information and guidance to support the achievement of the Kia Toipoto milestones is available from Te Kawa Mataaho the Public Service Commission.

6.5 Performance Review

- 6.5.1 Crown Law recognises contribution and good performance and supporting improved performance, including by regular informal feedback, coaching, development, and performance conversations.
- 6.5.2 Employees will have an annual performance review. This review will focus on an employee's performance assessed against the duties and responsibilities of the position, and the extent to which performance and development objectives have been attained and desired competencies exhibited.

6.6 Higher Duties Allowance

- 6.6.1 Where an employee is asked to act in a position that is higher than their substantive position for more than 10 days, an allowance of 10% of the employee's current salary will be paid for the entire period in which the employee is acting into the higher role, in accordance with the Higher Duties Policy ([doc 769507](#)).

6.7 On-call and Call-back Allowance

- 6.7.1 All permanent and fixed-term employees employed by Crown Law in the IT Team have access to an on-call allowance, where there is a business requirement for them to be on-call outside of standard business hours. This is in accordance with the On-call and Call-back Allowance Policy ([doc 4999277](#)).

6.8 Expenses

- 6.8.1 Employees will be reimbursed for any reasonable expenses incurred wholly and necessarily in the course of their duties. Where practical such expenses require approval in advance.
- 6.8.2 These expenses can include childcare costs incurred where an employee is required to travel or to work outside normal working hours and where normal family arrangements to provide care are not available. Childcare costs normally incurred by the employee will not be reimbursed.

6.9 Deductions

- 6.9.1 On termination of employment Crown Law may make reasonable deductions from an employee's pay (including from the final pay). Specific deductions will be made after consulting with the employee, including deductions for leave taken in advance, cost of unreturned property of Crown Law, or any debt owing to Crown Law, whatever it may be.
- 6.9.2 Employees authorise Crown Law to make lawful deductions from their pay in accordance with the Wages Protection Act 1983.
- 6.9.3 Provided it has been both authorised by the employee and advised to Crown Law in writing, Crown Law will deduct union fees from the salary of employees covered by this agreement and remit them and a list of employees for whom deductions were made to the PSA at regular intervals. How this is to occur will be agreed between Crown Law and the PSA.

7. BENEFITS

7.1 Professional Memberships

- 7.1.1 Crown Law will support employees to obtain and maintain professional membership relevant to their roles (such as Law Society practicing certificates or membership of Chartered Accountants Australia and New Zealand). The employee bears final responsibility for all administrative requirements to maintain and renew these memberships.
- 7.1.2 Crown Law will pay the required fees to maintain the memberships.

7.2 Support Employees Flexibility Payments

- 7.2.1 Permanent Employees (bands 11-13) will receive an annual payment of \$500 gross in recognition of the ongoing flexibility and support they provide.
- 7.2.2 This payment will be made in the first full pay period in December of each year.
- 7.2.3 The payment shall be pro-rated for new employees who become entitled to this contribution after December in each year.
- 7.2.4 Employees who are employed on a casual or fixed term basis are not entitled to receive the Flexibility payment.
- 7.2.5 If, at the conclusion of the casual or fixed term arrangement, or earlier, the employee becomes permanent or the employment goes beyond 12 months, the employee will receive the payment from that date on a pro-rated basis. The full payment will then be made when the next due date for the payment falls due.
- 7.2.6 An employee who is on leave without pay and returns to work part way through the year will receive the payment on a pro-rated basis on their return.
- 7.2.7 An employee who is on parental leave and returns to work part way through the year will receive the full amount of the payment on their return.

8. SAFETY AND WELLBEING

8.1 Crown Law recognises health and safety is a shared responsibility and is committed to the health and safety of employees. To achieve this, Crown Law and employees must work together to reduce risks in our workplace and continually look for ways to improve our health and safety performance. Success also depends on each individual's personal responsibility to health and safety. Please refer to our Health and Safety Policy ([doc 3469206](#)).

8.2 Health and Wellbeing

- 8.2.1 It is essential that when employees present themselves for work, they are fit to carry out their assigned duties. Crown Law recognises that a person with impaired work performance should receive early assistance. The parties will promote the employee and employer taking joint responsibility in relation to this matter, making the workforce aware of their responsibilities in relation to health and safety in the workplace and to reinforce the importance of self-management of well-being and performance.
- 8.2.2 All occupational health concerns should be reported immediately to the Manager or Human Resources.
- 8.2.3 Where Crown Law has reasonable cause to be concerned about an employee's health, whether due to illness or injury, they may be required to undergo a medical examination by a medical specialist nominated by Crown Law. This is to allow an assessment of their suitability for work based rehabilitation programmes or to enable an informed decision to be made regarding their continued employment. The cost of such examinations will be paid by Crown Law. If an employee does not agree to undergo such medical examination, Crown Law may make its decision on the basis of any other information to hand at the time.
- 8.2.4 Counsel employees are encouraged to make use of the Law Society's National Friends Panel, when required.

8.3 Safety

- 8.3.1 Compliance with all applicable legislation, including the Health & Safety at Work Act 2015 is required.
- 8.3.2 Crown Law observes the preferred work practices set out in the Approved [Code of Practice](#) for the use of visual display units in the place of work.
- 8.3.3 Safety hazards will be identified and eliminated where practicable, or isolated or minimised.
- 8.3.4 A Health and Safety Committee has been established for the office and will operate to make recommendations on Safety and Well-being policy. The PSA is entitled to have representation on the Committee.
- 8.3.5 All employees must take all reasonable steps to report any work accident or near miss to their Manager as soon as practicable, and have it recorded in the accident register.

8.3.6 Accidents and injuries can be prevented, and employees are required to participate in any Crown Law safety programme and be responsible for knowing and following the Safety and Wellbeing rules or applicable guidelines.

8.4 Occupational Overuse Syndrome (OOS)

- 8.4.1 There is a risk OOS can result when a workstation is set incorrectly, where safety guidelines are not followed and at times when there is heavy workload.
- 8.4.2 Employees are encouraged to use the guidelines given by Crown Law to ensure their workstation is correctly adjusted, and that attention is paid to taking regular breaks from the keyboard, in conjunction with regular exercises.
- 8.4.3 Any employee who feels discomfort should advise their Manager or Human Resources, so that work can be done to resolve the problem.

8.5 Safety and Wellbeing Policies

8.5.1 Crown Law's Safety and Wellbeing Policies, including the Health and Safety Policy and Guidelines, Alcohol policy, Worker Participation Agreement, Driving Policy, and the various hazard management plans apply. All employees have an obligation to comply with them.

8.5.2 Crown Law operates an Employee Assistance (EAP) policy.

8.6 Accident Compensation and Rehabilitation

8.6.1 For employees who are injured at work our objective is to implement programmes to contribute to the successful rehabilitation and safe return to work as soon as possible. This will involve consultation with the employee concerned and may require consideration of expert medical opinion. It is an employee's responsibility to participate in approved rehabilitation programmes.

8.7 Health and wellbeing contribution

8.7.1 In January of each year Crown Law will make an annual payment of \$300 gross to permanent employees to encourage and promote personal health and wellbeing. The payment shall be pro-rated for new employees who become entitled to this contribution after January in each year.

8.7.2 Employees who are employed on a casual or fixed term basis are not entitled to receive the Wellness payment.

8.7.3 If, at the conclusion of the casual or fixed term arrangement, or earlier, the employee becomes permanent or the employment goes beyond 12 months, the employee will receive the payment from that date on a pro-rated basis. The full payment will then be made when the next due date for the payment falls due.

8.7.4 An employee who is on leave without pay and returns to work part way through the year will receive the payment on a pro-rated basis on their return.

8.7.5 An employee who is on parental leave and returns to work part way through the year will receive the full amount of the payment on their return.

9. SUSTAINABILITY

- 9.1 The parties will work together to ensure that Crown Law Office is carbon neutral from 2025.
- 9.2 In order to achieve carbon neutrality from 2025, Crown Law will:
- a) Measure, verify and report on Crown Law's emissions, annually.
 - b) Introduce a plan to reduce Crown Law's gross emissions by 2025 (**the plan**) which will set ambitious, practicable gross emissions reduction targets, measured against a base year set by Crown Law and based on the reduction potential within Crown Law.
 - c) Offset remaining gross emissions from 2025 to achieve carbon neutrality; and
 - d) Will pursue these objectives in accordance with the requirements of the Carbon Neutral Government Programme and the aims and objectives of Climate Change Response (Zero Carbon) Amendment Act 2019 and the Paris Agreement.
- 9.3 Crown Law will work with employees to achieve carbon neutrality from 2025 by:
- a) Regularly providing information to employees about Crown Law's carbon footprint, in sufficient detail for them to understand how the different roles within Crown Law contribute towards Crown Law's total carbon footprint.
 - b) Providing employees with an opportunity to contribute to the plan.
 - c) Consulting with employees about measures to reduce the carbon footprint which are likely to have a significant impact on their work.
 - d) Supporting employees in taking steps to reduce their own workplace carbon footprint, insofar as consistent with operational business requirements.
 - e) Ensuring that, insofar as practicable, measures to reduce carbon emissions do not disproportionately, negatively impact any particular group of employees and that the burden of any unavoidable negative impacts are shared equitably across the office; and
 - f) Establishing a sustainability policy, which will include the plain, and make it easily accessible to employees.
- 9.4 There will be a Sustainability Officer, with at least 0.2 FTE (to be reviewed after 12 months), whose duties shall include:
- a) Implementation of the plan and any other aspects of the sustainability policy.
 - b) Reporting regularly to the Leadership Team and the Sustainability Committee on progress towards achieving carbon neutrality.
 - c) Meeting regularly with the Sustainability Committee to discuss the implementation of the plan.

- d) Ensuring that the carbon implications of significant proposed changes to Crown Law operations and conduct of business are drawn to the attention of the Sustainability Committee and the Leadership Team.
 - e) Communicating with employees about the implementation of the plan and other sustainability measures.
 - f) Delivering at least one annual sustainability presentation to employees; and
 - g) Providing new employees with sustainability information as part of their induction.
- 9.5 There will a Sustainability Working Group whose membership shall include:
- a) A representative from the Leadership Team.
 - b) An employee representative from the PSA; and
 - c) Insofar as practical, employees from different work groups within Crown Law.
- 9.6 The Sustainability Working Group will:
- a) Work with the Sustainability Officer to agree the plan for approval by the Leadership Team.
 - b) Meet regularly with the Sustainability Officer to review progress in implementing the plan and the implementation of other aspects of the sustainability policy.
 - c) Recommend changes to the plan or other aspects of the sustainability policy for consideration by the Leadership Team.
 - d) Raise with the Sustainability Officer any concerns or queries expressed by employees in relation to sustainability matters.

10. LEAVE

10.1. Public Holidays

10.1.1 Subject to the following, public holidays shall be in accordance with the Holidays Act 2003. Unless otherwise agreed the recognised holidays are:

Christmas Day
Boxing Day
New Year's Day
The second day of January
Waitangi Day
Good Friday
Easter Monday
Anzac Day
The birthday of the reigning sovereign
Matariki
Labour Day
Anniversary Day

- 10.1.2 Generally, employees are not required to work on public holidays. If an employee is instructed to work on a public holiday, they are entitled to their usual salary payment for the day plus an additional half time rate for the time they worked on the holiday, or if the day would not otherwise have been a working day the employee will receive payment for the hours worked at time and a half rate with a minimum payment of three hours. If the day for them would otherwise be a working day, then they will also be entitled to an alternative day's holiday.
- 10.1.3 If, within 12 months of it falling due, there is no agreement about the timing of the alternative holiday, an employee must give no less than 14 days' notice of the date they intend to take the alternative holiday. After 12 months of it falling due the employee may ask to exchange the day off for a day's pay, or the Manager, per the HR delegations, can give the employee 14 days' notice of the date they are required to take the alternative day.

10.2 Crown Law Days

- 10.2.1 Crown Law is closed over the Christmas/New Year period. During this period three additional paid holidays ("Crown Law Days") are provided to all employees.
- 10.2.2 Crown Law days are the three scheduled to working days between Christmas and New Year, excluding statutory holidays.
- 10.2.3 Generally, employees are not required to work on Crown Law days. If an employee is instructed to work on a Crown Law day, they are entitled to their usual salary payment for the day plus an additional half time rate for the time so worked on the day, or if the day would not otherwise have been a working day the employee will receive payment for the hours worked at time and a half rate with a minimum payment of three hours. If the day for them would otherwise be a working day, then they will also be entitled to an alternative day's holiday.
- 10.2.4 If, within 12 months of it falling due, there is no agreement about the timing of the alternative holiday, an employee must give no less than 14 days' notice of the date they intend to take the alternative holiday. After 12 months of it falling due the employee may ask to exchange the day off for a day's pay, or the Manager, per the HR delegations, can give the employee 14 days' notice of the date they are required to take the alternative day.

10.3 Annual Leave

- 10.3.1 Subject to the following, annual leave will be in accordance with the Holidays Act 2003.
- 10.3.2 Corporate and Strategy employees and Assistant Crown Counsel are entitled to four weeks annual leave. On completion of the fifth year of continual service with Crown Law these employees will be entitled to five weeks' annual leave.
- 10.3.3 Crown Counsel and Senior Crown Counsel employees will be entitled to five weeks annual leave.
- 10.3.4 Annual leave may be taken as it accrues, i.e. in advance. If an employee is employed on a fixed term agreement to work for less than 12 months, leave taken in advance will require the approval of the Manager per HR delegations.

- 10.3.5 Generally annual leave should be taken within the year following that in which it is earned – e.g. leave earned in 2022 must be taken by December 2023.
- 10.3.6 All leave is subject to approval in advance and applications must be made on the proper form.
- 10.3.7 Leave in advance of it accruing may be granted with appropriate management approval. Crown Law may recover any advanced leave where an employee leaves Crown Law prior to becoming entitled to the advanced leave.

10.4 Sick Leave

- 10.4.1 Sick leave can be used as required to support employees due to illness, injury or for the purposes of the employee's overall wellbeing. Sick leave can also be used for employees to care for others for example a partner or dependent.
- 10.4.2 Employees will be entitled to 10 days sick leave per year increasing to 15 days per year after two continuous years of service.
- 10.4.3 Unused sick leave will carry forward from one year to the next and accumulate up to a maximum of 120 days.
- 10.4.4 Employees on fixed term agreements will receive 1 day sick leave up front per month worked up to a maximum of 10 days' sick leave. For example someone working on a fixed term agreement employment for up to 1 month will receive 1 day's sick leave. Someone employed on a fixed term agreement between 4 and 5 months will receive 5 days' sick leave. Where an employee is employed on a fixed term agreement and the agreement is extended rolled over or made permanent, the amount of any unused sick leave will be added to the employee's new sick leave balance.
- 10.4.5 Generally medical certificates are not required but Crown Law may require an employee to provide proof of injury or sickness if sick leave absence covers three or more consecutive calendar days, that is whether or not they would ordinarily be working days for the employee.
- 10.4.6 Where Crown Law has reasonable cause to be concerned about an employee's chronic use of sick leave or the authenticity of sick leave, the employee may be required to provide proof of injury or sickness for absences including for single days, and the employee may be required to undergo a medical examination by a medical specialist, at Crown Law's expense.
- 10.4.7 An employee who is unable to attend work is required to advise Crown Law of their absence prior to their start time. In some situations – e.g. hospitalisation as a result of an accident – it is accepted this may be impracticable.
- 10.4.8 Employees are not required to take sick leave to cover medical appointments during work hours, where they require two hours or less. In most cases, these can be managed through flexible working. If it cannot be managed through flexible working, reasonable paid time will be provided.

10.5 Bereavement/Tangihanga Leave

- 10.5.1 Crown Law recognises that grief affects people differently and that cultural responsibilities vary between different communities. It is a stressful time so manaakitanga and care for wellbeing is a primary concern before, during and after the tangihanga/bereavement. Crown Law will treat employees with respect, dignity, and empathy, acknowledging that each bereavement and each employee's circumstances are different.
- 10.5.2 Employees may need leave at different times during a grieving process, including:
- a) **leading up to a bereavement:** such as during palliative care
 - b) **during a bereavement:** such as during the loss of a pregnancy, termination, miscarriage or still birth
 - c) **after a bereavement:** such as travelling to and or arranging or attending a tangihanga, hora kōhatu, funeral or equivalent event; or settling an estate.
- 10.5.3 Managers will consider options to enable the employee to meet their personal needs, obligations, and responsibilities to the tupāpaku/deceased and/or their loved ones. This may include extending paid leave, or where ongoing support is required, managers will explore options with the employee such as working flexibly or remotely, or special leave.
- 10.5.4 Bereavement is not exclusive to biological or family relationships. Crown Law recognises close associations exist across a range of relationships, including friends, ex-partners, whāngai, business or work associates, or mentors/mentees.
- 10.5.5 The minimum bereavement leave entitlements are:
- 3 days' paid leave on the death of family member or equivalent.
 - 1 day's paid leave on the death of any other person to which the employee has a close relationship.
 - 1 day's paid leave to attend an unveiling or equivalent.
 - These provisions apply to virtual attendance or participation as well as in person.
- 10.5.6 Crown Law acknowledges that in many cases, more than the minimum entitlements will be appropriate.
- 10.5.7 When discussing bereavement leave requirements with employees, managers must decide as quickly as possible and shall take into account reasonable travel needs in Aotearoa New Zealand and overseas.
- 10.5.8 Where an employee suffers a bereavement while on another form of leave, except for public holidays, that period of leave will be recorded as tangihanga/bereavement leave.

10.6 Parental Leave/Adoptions/Whāngai

- 10.6.1 Subject to the following, parental leave shall be granted in accordance with the Parental Leave and Employment Protection Act 1987.
- 10.6.2 Employees are encouraged to make use of development opportunities while on parental leave, if this is something the employee wishes to do.
- 10.6.3 The purpose of parental leave is to support:
 - a) family and whānau well-being – primary carers, surrogates and whānau can bond with their new baby/child.
 - b) improved health outcomes for mothers/birthing parents and baby/child – mothers/ birthing parents can recover from birth and return to work without negative consequences to their health and that of the baby/child.
 - c) the equitable sharing of unpaid work in families and whānau – fathers/spouses/partners share leave, parenting and caring responsibilities.
 - d) the retention of parents and primary carers in the workforce - who can return to paid work without disadvantage to their position or pay.
 - e) income stability for families and whānau – the parental leave payment provides a period of financial security during leave.
- 10.6.4 Parental leave and parental leave payments will be provided to eligible employees in accordance with the Parental Leave and Employment Protection Act 1987. Further information about statutory parental leave and parental leave payments and eligibility can be found on the [employment.govt.nz/leave-and-holidays/parental-leave website](http://employment.govt.nz/leave-and-holidays/parental-leave).

Entitlements

Keep In Touch Days

- 10.6.5 When an Employee on parental leave wishes, they may make use of keeping-in-touch days. Employees may perform up to 40 hours of paid work while receiving parental leave payments, provided this is not within 28 days of the birth of the child.

Professional Certification / Development (Counsel Employees only)

- 10.6.6 Counsel employees are entitled to (but do not need to) retain their practicing certificate while on parental leave. Employees will be responsible for completing CPD requirements while on parental leave. Crown Law will assist employees with their CPD requirements as if they were not on leave.

Professional Certification / Development (non – counsel)

- 10.6.7 Employees are encouraged to make use of development opportunities while on parental leave, if this is something the employee wishes to do. Crown Law will assist employees as if they were not on leave.

Employer Parental Leave Allowance

- 10.6.8 If an employee takes parental leave, they will be entitled to an allowance which will be equivalent to six weeks' pay based on your remuneration and FTE, prior to commencing parental leave.
- 10.6.9 All full time employees who are entitled to parental leave under the Act can on completion of a further six (6) months' continuous service, receive an ex-gratia payment equivalent to the salary they were on prior to the commencement of parental leave equivalent to thirty (30) working days, less income tax. Payments will be pro-rated accordingly for part time employees. For example, an employee contracted to work 22.5 hours per week, will receive a payment equivalent to eighteen (18) days, less income tax. Where both partners are employed by Crown Law, only one partner will be entitled to receive a payment under this clause. The purpose of the parental leave payment is to encourage employees to return to work following a period of parental leave and unless otherwise agreed, will be paid six months after the employee's return to work.
- 10.6.10 Employees who are on parental leave and have given Crown Law notice of their intention to return to work, and are then made redundant, are eligible for payment of the ex gratia payment they would have received had they been able to return to work on the date they notified to Crown Law.
- 10.6.11 The allowance of the equivalent of six weeks' pay can be used in the following ways to support parents returning to work:
- Returning to work on a part-time basis and having your pay topped up for a defined period up to the equivalent six weeks' pay.
 - Topping up the statutory payments to the equivalent of the six weeks' pay for an agreed period.
 - An employee is paid a lump sum at a time agreed between the employer and employee which could be before, during or following parental leave.
- 10.6.12 Once agreement has been reached on how the allowance will be applied it cannot be changed without agreement from both parties. However, it is recognised that parental commitments can produce significant costs and financial pressures and Crown Law will not unreasonably withhold agreement to a request for changes made by the employee.
- 10.6.13 The allowance will be pro-rated if the primary carer or spouse/partner takes less than six weeks leave.
- 10.6.14 Any payments made prior to parental leave may be recovered if the employee does not return to work following parental leave.

Progression/pay review on parental leave

- 10.6.15 Any progression/pay review processes will include employees on parental leave. If these processes occur while the employee is on parental leave, the progression/pay review will be applied from the date of the employee's return to work.

Change Management

- 10.6.16 In the event that an employee's position becomes affected by change during a period of parental leave, the employee will be notified and consulted in terms of the Managing Change provisions contained in this Agreement.
- 10.6.17 If an employee on parental leave is made redundant through the Managing Change provisions of this Agreement, then for the purposes of calculating redundancy compensation the salary will be that which applied on the commencement of the taking of parental leave.
- 10.6.18 Employees continue to accrue annual leave during a period of parental leave. Crown Law will pay all annual leave taken following the return from parental leave on the basis of the employee's ordinary pay. Where the provisions of the Parental Leave and Employment Protection Act 1987 give a higher rate of payment, the Act will apply (i.e. payment on the basis of the employee's average weekly earnings for the 12 months).

10.7 Long Service Leave

- 10.7.1 All employees covered by this Agreement will be entitled to paid Long Service Leave after completing 10 years' service with Crown Law.
- 10.7.2 The entitlement shall be: One week after 10 years' service, then one week five yearly thereafter.
- 10.7.3 Long Service Leave can be taken in increments of one day or as one continuous period (one week) or split over multiple days up to five days in total, before the next entitlement becomes due.
- 10.7.4 Entitlements not taken before the next entitlement becomes due will lapse, unless written approval from the Manager per the HR delegations has been obtained prior to the period expiring.
- 10.7.5 Unused Long Service Leave is unable to be cashed up and therefore if an employee leaves Crown Law, for any reason, prior to using their Long Service Leave, the leave will be forfeited.
- 10.7.6 Where the employee is deceased, any outstanding long service leave will be paid in the final pay.

10.8 Jury or Witness Service

- 10.8.1 Any employee who undertakes Jury Service or appears as a witness will continue to be paid their salary.
- 10.8.2 Employees should return to work, as soon as practical, on any day they are excused from serving. Employees will be required to pay to Crown Law any fees they receive from the Court. Employees may retain the travelling expenses paid by the Court.

10.9 Service recognition for leave purposes

- 10.9.1 For the purposes of calculating continuous service for annual leave and long service leave entitlements, Crown Law will recognise prior service from 10 June 2011 with:
 - other departments of the Public Service (as specified in the First Schedule of the State Sector Act 1988)
 - New Zealand Defence Force
 - New Zealand Police
 - New Zealand Security Intelligence Service
 - Parliamentary Counsel Office.
- 10.9.2 The following criteria apply:
 - there will be no recognition of previous service where that service was followed by a break in service of 15 months or more or where that service ended with a redundancy/severance payment
 - a break in service of over 3 months and less than 15 months interrupts but does not break service
 - where a break in service is less than 3 months, the service is considered continuous
 - service which has previously given rise to an entitlement to long service leave which the employee has taken will not be recognised under this provision.
- 10.9.3 For the purposes of recognising service the employee will be required to:
 - notify the employer of any service they wish to have credited, and seek confirmation of service from their previous employer(s); and
 - provide evidence of prior service, including long service leave taken in any previous entitlement confirmation that the service did not end with a redundancy or severance payment.
- 10.9.4 The employer will maintain a record of this prior service for the purposes of calculating leave entitlements.

10.10 Special Leave

- 10.10.1 Special Leave provides Crown Law and employees additional flexibility to manage unexpected or discrete events that impact individuals or organisations, where other types of leave (e.g. annual or sick leave) are judged inappropriate or insufficient. Crown Law cares about the wellbeing of its people and recognises that at different times people require different levels of support. Crown Law recognises that by helping reduce short term stress involved in navigating unforeseen events, it supports employees' well-being and better enables them to perform their roles.
- 10.10.2 Accessing either paid or unpaid Special Leave should be done in consultation with an employee's manager. Crown Law will provide appropriate support which recognises the needs of the individual, impact on the business and organisational relativities. While it is not a requirement to exhaust leave balances prior to taking special leave, consideration should be given to the amount of time needed, employees' leave balances, alternatives such as flexible working, reduced hours, or alternative working locations. If there are no suitable alternatives, or if special leave is deemed more appropriate, special leave will be applied in line with Crown Law's leave policy. In most cases, paid special leave will apply initially.
- 10.10.3 The circumstances in which special leave may be appropriate may include but will not be confined to:
- a) Inability to work as a result of the office being closed and lack of access to remote working for reasons outside the employee's control.
 - b) Major disruptive events in the employee's personal life.
 - c) Unforeseen family or other personal obligations that require a particular commitment for a short term.
 - d) Events which are required to meet cultural obligations (e.g. land court hearings concerning land issues of the employee's iwi/hapū and related hui).
 - e) Other unforeseen events.
- 10.10.4 Reasonable requests for special leave will not be refused. If a request for special leave is declined the employee will be provided with an explanation.
- 10.10.5 Employees should understand their leave requirements and how to apply for each form of leave if the need arises. However, Managers and HR recognise employees may not always have a clear understanding of the most appropriate form of leave available in particular circumstances or may not know about or feel comfortable requesting special leave. They should ensure that employees are not disadvantaged by this:
- a) if an employee requests annual, sick or another category of leave in circumstances in which special leave may be more appropriate, Managers and HR should discuss and agree with the employee which leave category will be applied.

- b) If an employee requests special leave without pay but the manager and HR believes they may be entitled to pay, the Manager should raise it with the employee.
 - c) If a request for special leave is declined and the employee is not satisfied with their manager's reasons, that employee may request HR review the decision.
- 10.10.6 If an employee feels uncomfortable or uncertain for any reason about approaching their manager to access special leave, they should approach a member of the HR team for support and advice.

11. FAMILY VIOLENCE

- 11.1 If an employee notifies their manager that they are experiencing family violence in their personal life their manager will work with them to identify practical measures or actions that may be taken to support the employee at work. Examples of actions that may be considered include:
 - 11.1.1 changes to their span or pattern of working hours, location of work or duties (including options that may be available under existing provisions for flexible work arrangements);
 - 11.1.2 a change to their work telephone number or email address; and
 - 11.1.3 other appropriate measures agreed between Crown Law and the employee.
- 11.2 Employees who experience family violence will be entitled to 10 days' paid leave where the employee qualifies for such leave by reason of their circumstances. While employees are required to notify their manager of their absence on leave as soon as reasonably practicable, it is recognised that this may be delayed in some situations (such as where family violence has recently occurred).
- 11.3 Employees who seek assistance or support from Crown Law under this clause have an obligation to comply with reasonable requests from their manager for relevant information about their personal circumstances, it being recognised that personal circumstances will be a critical consideration in identifying what measures or actions may need to be taken, or continued, to support the employee at work, and to keep the employee and other employees safe at work.
- 11.4 Employees experiencing family violence will also have direct access to EAP.
- 11.5 Crown Law also encourages employees experiencing family violence to contact Shine's national, free to call Helpline (0508-744-633). This operates seven days a week, throughout the year, from 9 am to 11 pm. The Helpline offers confidential support; information; risk assessment, safety planning and legal advice; and referrals to local services.
- 11.6 No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of being affected by family violence.

12. GENERAL

12.1 Conflict of Interest

- 12.1.1 While employed by Crown Law employees must not act in competition to Crown Law, either in the course of their employment or in preparing themselves for future business ventures.
- 12.1.2 Any employee intending to undertake secondary employment should discuss the matter with their Manager before any such arrangement is entered into. The Solicitor-General, Deputy Solicitor-General or Deputy Chief Executive must agree in writing to all secondary employment undertaken by Crown Law employees. Crown Law will only restrict secondary employment where it has genuine reasons based on reasonable grounds. For example, in order to protect its intellectual property, reputational interests or to prevent a conflict of interest which cannot be managed or where such secondary employment would impair the Employee's ability to complete their normal work to the full and reasonable satisfaction of Crown Law. Refer to Declarations of Interest as an Employee of Crown Law ([Doc 2447287](#)) and the Secondary Employment Policy ([doc 747941](#)).

12.2 Intellectual Property

- 12.2.1 Employees must disclose to Crown Law all improvements, processes or systems made or discovered by an employee relating to the business of Crown Law. Any such material shall be the sole property of Crown Law.
- 12.2.2 All work produced by an employee in the performance of any duties shall be the property of the Crown and the Crown shall be entitled to any copyright or merchandising rights in or arising from such work. In the event that the work is of a specialist nature and involves contribution outside normal professional working hours, Crown Law may negotiate compensation according to the value of the work or intellectual property that results from the work. If Crown Law and the employee agree to market the work, intellectual property, or product, then any such arrangement shall be the subject of a separate agreement.

12.3 Confidentiality

- 12.3.1 We all recognise the importance of maintaining confidentiality. No employee shall, whether during their employment or at any time after termination of employment (except in the proper course of their duties or as required by law) disclose to any person, firm or company any trade secrets or confidential documents, information, correspondence, processes, or dealings concerning the organisation, business, or finances of Crown Law or of any employee or client of Crown Law which has or may come to their knowledge in the course of their employment. This restriction shall cease to apply to information or knowledge, which may come into the public domain (other than as a result of unauthorised or wrongful disclosure).
- 12.3.2 Except in the proper performance of their duties, employees must not remove, copy or disseminate without approval, any Crown Law information, manual, report, file, or other data either in printed or electronic form.
- 12.3.3 The above restrictions apply during the course of employment, and afterwards.

12.3.4 Any breaches of these confidentiality provisions are considered most serious and are subject to disciplinary action.

12.4 The Computer System

- 12.4.1 The use of Crown Law's Email and Internet systems is governed by a set of guidelines designed to protect both the employee and Crown Law. These guidelines, which are a condition of employment, set the standards of appropriate behaviour for any employee when using the Email and Internet from Crown Law's system. Crown Law may modify these guidelines from time to time and advise employees accordingly.
- 12.4.2 Employees have the privilege of using such systems for personal use, providing such use is not excessive, does not interfere with their work and is not illegal or defamatory.
- 12.4.3 The use of such systems at any time in a manner that breaches the law, Crown Law's policy or reasonable standards of decency is prohibited and subject to the disciplinary procedure. Please refer to Crown Law's Acceptable use of Mobile Devices Policy ([doc 5461208](#)).
- 12.4.4 Please note that while such systems are the property of Crown Law, they are not confidential and may be reviewed by management or external resources.
- 12.4.5 Employees are prohibited from copying software that is protected by copyright or a licensing agreement for personal or business purposes, unless written approval is first granted by the owner or licensor of the software concerned.
- 12.4.6 The introduction of any software into the computer network is prohibited unless authorised by the Chief Information Officer.

12.5 Immunity

- 12.5.1 Crown Law employees are immune from liability in civil proceedings for good-faith actions or omissions in pursuance or intended pursuance of their duties, functions, or powers, in accordance with s 86 of the Public Service Act.

12.6 Unwelcome behaviour

- 12.6.1 Crown Law is strongly committed to safeguarding employees from any form of harassment, discrimination or bullying and accordingly this behaviour is totally unacceptable and will not be tolerated. If an employee wants to raise any such issue they may discuss it with their Manager, someone from the HR team, the PSA Delegate or Organiser or one of the designated contact people. Refer to the Unacceptable Behaviour Policy and Guide ([doc 3897676](#)) and the Sexual Harassment Policy ([doc 5031730](#)).

12.7 Use of Position for Personal Gain or Advantage

- 12.7.1 Unless otherwise agreed, employees should not use their position or knowledge gained during employment or any Crown Law assets, for personal financial gain or advantage. Please refer to the Declarations of Interest as an Employee of Crown Law Policy ([doc 2447287](#)).

12.8 Personal Information & Privacy

- 12.8.1 In order to maintain accurate records, it is important that employees notify Crown Law of any change of address or other relevant information, including emergency contact details.
- 12.8.2 The requirements of the Privacy Act 2020 affect all persons who collect, hold, use, or disclose personal information. The Act imposes legal requirements on such persons to provide access for individuals to their own personal information, and places limits on the disclosure of personal information to third parties. Crown Law also has an obligation to assist in the protection of the identity of whistle-blowers under the Protected Disclosures Act 2022 by making best endeavours to keep information confidential.
- 12.8.3 Crown Law holds personal information on individual employees for the purposes of recruitment, payroll, annual performance reviews, training, and any other information relevant to the employment of that person.
- 12.8.4 This information is held on a personal file. All employees have the right to view this information upon request.

12.9 Media

- 12.9.1 Crown Law has a policy for its dealings with the media, and all employees are required to comply with it. The Executive Advisor to the Solicitor-General is the principal person who deals with the media. If employees receive a request from the media, please contact the Executive Advisor to the Solicitor-General. Employees should not make comment to the media except for as provided in the Media Policy ([doc 4801332](#)).

12.10 Conduct

- 12.10.1 All employees are expected to comply with the [Standards of Integrity and Conduct as issued by the Public Services Commission](#) and Crown Law policies and procedures as well as any ethical standards applying to employees by virtue of their membership of a professional body. Employees are also expected to comply with the Crown Law Professional Standards. Crown Law may amend the Professional Standards and policies and procedures from time to time and advise employees accordingly. Any such amendments shall not be inconsistent with this Collective Agreement.

12.11 Adverse Events

- 12.11.1 In the event of an adverse or major event e.g. a natural disaster, a pandemic, severe weather events or an emergency situation, Crown Law 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 such as the application of special leave, where appropriate
- 12.11.2 Where adverse events occur consideration will be given to the application of special leave.
- 12.11.3 Crown Law will ensure PSA is engaged in order to ensure the perspectives of employees are represented whenever practicable.

13. TERMINATION

13.1 Notice

- 13.1.1 Employees are encouraged to discuss any decision to resign with their Manager or someone from the HR team, prior to taking action.
- 13.1.2 Unless otherwise agreed, notice of termination of employment applies as follows - three months' notice for Counsel, and one month for other employees. Dismissal without notice applies in the case of serious misconduct.
- 13.1.3 On termination a certificate of service will be provided on request.

13.2 Retirement on Medical Grounds

- 13.2.1 Crown Law reserves the right to terminate an employee's service on medical grounds if at any time the employee becomes disabled and therefore unable to fulfil the requirements of the job. Where termination on medical grounds is contemplated, Crown Law shall require the employee to undergo an examination by a registered medical practitioner. Any medical report arising from such examination shall be taken into consideration (along with any report submitted by the employee) before a final decision is made. Crown Law shall bear the costs of such examinations.
- 13.2.2 An employee will generally be regarded as being unable to perform their duties if as a result of illness or injury the employee has been unable to work for six consecutive months; and has become incapacitated to such an extent that it is unlikely that the employee will be able to engage in any work for which the employee is reasonably qualified by education, training, or experience.

14. MANAGING CHANGE

14.1 Managing change

- 14.1.1 Crown Law recognises any change may have an impact on our people and is committed to ensuring that any change being considered remains focused on our ways of working.

14.1.2 Change may be large or small. It may affect a structure, technology, or a process. Where change will have a significant impact, it will be managed in accordance with the following principles:

- Crown Law will communicate the need for change early and actively and will make all reasonable efforts to help employees understand why change is being explored or introduced.
- Consultation will be early, ongoing, honest, and timely: where significant change is contemplated, Crown Law will consult affected employees and the PSA at the earliest opportunity and provide regular updates on progress and decisions.
- Consultation will be genuine: the parties recognise that consultation requires genuine consideration of their respective positions. Employees and the PSA will have a genuine opportunity to influence the change.
- The change process will be transparent: the process by which change will be progressed will be clearly advised to all affected employees and the PSA.
- Wherever practicable, the PSA will be given an opportunity to have a representative on the body charged with managing the process of significant change, e.g. the project team.
- The timeframes for change will reflect the needs of Crown Law and of individual employees. Every effort will be made to ensure that both business service delivery and employee wellbeing is maintained.

14.1.3 Crown Law will work to ensure as far as possible the security of employment for its permanent employees.

14.1.4 However, it is recognised changes in Government policy, demand for services, levels of funding or the need for organisational change (which may include changes in work methods or technology) may lead to a requirement for a reduction in employee levels or the re-organisation of work.

14.1.5 In such circumstances, Crown Law will consult with the PSA at the earliest practical time. Crown Law recognises consultation with all parties is a legal requirement for any change process. Refer to the Managing Change Policy and Procedure ([doc 4381771](#)).

14.1.6 The final decision on any change will be made by the Chief Executive after consultation and consideration of any feedback from the PSA and employees.

14.1.7 During any period of change Crown Law will ensure appropriate support is provided to employees including access to an Employee Assistance Programme.

14.2 Redundancy

14.2.1 If after appropriate consultation with the PSA and potentially affected employees an employee's position has become surplus to requirements and where there are

no suitable alternative positions available, and any other reasonable options have been explored the employee will become redundant.

- 14.2.2 In cases of redundancy, affected employees shall be given three months' notice of the termination of their employment.
- 14.2.3 Redundancy compensation shall be as follows:
 - 14.2.3.1 twelve week's salary; plus
 - 14.2.3.2 two weeks for every subsequent completed year in excess of five years of continuous service with Crown Law; up to
 - 14.2.3.3 a maximum of 30 weeks' salary.
- 14.2.4 No redundancy compensation shall be paid to an employee if the employee is employed on a casual, temporary, or fixed term basis.
- 14.2.5 No redundancy compensation shall be paid to an employee who has been offered a suitable alternative position within Crown Law on substantially similar or overall no less favourable terms and conditions of employment, in a suitable capacity (some training may be required) or a different capacity that the employee is willing to accept.
- 14.2.6 No redundancy compensation is payable in the circumstances provided for in s 87 and 88 of the Public Service Act.

14.3 Employee Protection Provision

- 14.3.1 In the event of restructuring during the term of this agreement that includes the transfer of all or part of Crown Law, Crown Law shall endeavour to secure employment with the new employer for all employees affected. In negotiating with the prospective employer Crown Law's objective will be to arrange for continued employment with the new employer on existing terms and conditions of employment.
- 14.3.2 As soon as possible after the transfer is formalised, affected employees will be provided with information about the new employer, whether affected employees will be offered employment by the new employer, the basis of any such offer, the timetable for the transition, and the process for consultation.
- 14.3.3 If an employee's role is directly affected and they do not receive an offer of employment from the new employer, their employment with Crown Law will cease and they will be made redundant, in which case the redundancy notice and formula applies.
- 14.3.4 If an employee is not offered employment in a similar capacity on substantially similar terms, or other terms they are willing to accept, they shall be entitled to redundancy compensation as provided in this agreement.
- 14.3.5 No redundancy compensation shall be paid to an employee if the person acquiring the business offers the employee employment in a similar capacity, or in a capacity

they are willing to accept, on substantially similar conditions of employment and agrees to treat their service as being continuous.

15. EMPLOYMENT RELATIONSHIP PROBLEMS

15.1 Raising Employment Relationship Problems

- 15.1.1 An employment relationship problem should be raised and discussed with the employee's Manager as soon as possible. The employee is entitled to seek advice and assistance from a PSA representative in raising and discussing the problem. The employee, Manager and PSA will try in good faith to resolve the problem without the need for further intervention.
- 15.1.2 An "employment relationship problem" includes a personal grievance; a dispute; or any other problem relating to or arising out of the employment relationship. It does not include any problem with negotiating new terms and conditions of employment.
- 15.1.3 Employees may choose to be represented at any stage in the process.

15.2 Personal Grievances and Disputes

- 15.2.1 A "personal grievance" means a claim that an employee has:
 - 15.2.1.1 been unjustifiably dismissed; or
 - 15.2.1.2 has had their employment, or conditions of employment, affected to their disadvantage by some unjustifiable action by the employer; or
 - 15.2.1.3 has been discriminated against in their employment; or
 - 15.2.1.4 has been sexually or racially harassed in their employment; or
 - 15.2.1.5 has been subjected to duress in relation to Union membership.

15.2.2 Time Limit on Raising a Personal Grievance

- 15.2.2.1 An employee who believes they have a personal grievance must make the employer aware of the grievance within 90 days of the grievance arising (or of the employee becoming aware that they have a grievance) unless Crown Law consents to the personal grievance being raised after the end of that period.
- 15.2.2.2 Where Crown Law does not consent to the personal grievance being raised after the end of the 90 day period the employee may apply to the Employment Relations Authority for leave to raise the personal grievance after the end of that period.

15.3 Disputes

- 15.3.1 Where there is a dispute about the interpretation, application, or operation of this agreement any party bound by this agreement may pursue that dispute.

15.3.2 The procedures which apply in the case of a personal grievance or dispute shall be those prescribed in legislation prevailing at the time.

15.4 Mediation

15.4.1 If the problem is not resolved by discussion, any party may (without undue delay) seek the assistance of the mediation services provided by the Ministry of Business, Innovation and Employment. All parties must co-operate in good faith with the mediator in a further effort to resolve the problem.

15.4.2 Mediation is confidential and, if it does not resolve the problem, is without prejudice to the parties' positions.

15.4.3 Any settlement of the problem signed by the mediator will be final and binding.

15.5 Employment Relations Authority

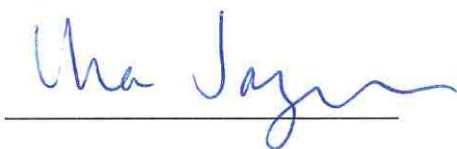
15.5.1 If the problem is not resolved by mediation, it may be referred to the Employment Relations Authority for investigation and determination.

16. SIGNATORIES

Dated at Wellington 7th March 2023.

SIGNED FOR AND ON BEHALF OF The Crown Law Office

Una Jagose
Chief Executive



SIGNED FOR AND ON BEHALF OF the Public Service Association Inc

Alex Davies
PSA Assistant Secretary



17. EMPLOYMENT POLICIES

The following policies which are referred to in the Agreement have been included for reference only and do not form part of this agreement:

- Study Assistance Policy
- Counsel – Flexible Weekend Work/TOIL/Refresher Leave Guidelines
- Managing Change
- Secondary Employment
- Declaration of Interest
- Higher and Additional Duties Policy
- Ministry of Business, Innovation and Employment-VDU Code of Practice
- Computer, Email and Internet Policy
- Public Services Commission-Standards of Integrity and Conduct
- Unacceptable Behaviour Policy and Guide
- Health and Safety Policy
- Health and Safety Guidelines
- Worker Participation Agreement
- Driving Policy
- Hazard Management Plans

18. APPENDIX ONE – REMUNERATION BANDS

1 December 2022 Strategy, Corporate and Policy Pay Bands

1 December 2022 Legal Pay Bands

Band 11	Step A	53,127	Step A	76,025	Step A	125,778	Step A	66,908	Step A	157,584
	Step B	55,754	Step B	78,702	Step B	128,691	Step B	68,947	Step B	160,691
	Step C	58,382	Step C	81,380	Step C	131,603	Step C	73,026	Step C	163,798
	Step D	61,009	Step D	84,058	Step D	134,516	Step D	76,404	Step D	166,904
	Step E	62,324	Step E	86,735	Step E	137,429	Step E	79,783	Step E	170,011
	Step F	63,637	Step F	89,413	Step F	140,341	Step F	83,162	Step F	173,118
	Step G	64,951	Step G	92,091	Step G	143,254	Step G	86,540	Step G	176,225
Band 12	Step H	66,265	Step H	94,768	Step H	146,167	Step H	89,919	Step H	179,332
	Step A	54,708	Step I	97,446	Step I	149,079	Step G	93,298	Step A	186,935
	Step B	57,161	Step J	100,124	Step J	151,992	Step H	96,676	Step B	190,138
	Step C	59,613	Step A	88,993	Step K	154,904	Step A	108,583	Step C	193,342
	Step D	62,066	Step B	91,835	Step L	157,817	Step B	111,247	Step D	196,546
	Step E	64,518	Step C	94,678	Step A	148,264	Step C	114,111	Step E	199,750
	Step F	66,970	Step D	97,521	Step B	151,370	Step D	116,975	Step F	202,954
Band 13	Step G	69,423	Step E	100,364	Step C	154,477	Step E	119,839	Step G	206,158
	Step H	71,875	Step F	103,206	Step D	157,584	Step F	122,703	Step H	209,362
	Step A	61,482	Step G	106,049	Step E	160,691	Step G	125,568	Step I	212,566
	Step B	64,039	Step H	108,892	Step F	163,798	Step H	128,432	Step J	215,769
	Step C	66,597	Step I	111,734	Step G	166,904	Step A	128,752	Step K	218,973
	Step D	69,154	Step J	114,577	Step H	170,011	Step B	131,665	Step L	222,177
	Step E	71,711	Step K	117,420	Step I	173,118	Step C	134,577		
Step 14	Step F	74,268	Step A	104,688	Step J	176,225	Step D	137,490		
	Step G	76,826	Step B	107,552	Step K	179,332	Step E	140,402		
	Step H	79,383	Step C	110,416	Step L	182,438	Step F	143,315		
	Step A	66,941	Step D	113,280	Step I		Step G	146,228		
	Step B	69,575	Step E	116,144	Step J		Step H	149,140		
	Step C	72,209	Step F	119,008	Step K		Step I	152,053		
	Step D	74,843	Step G	121,872	Step L					
Band 15	Step E	77,477	Step H	124,736	Step H					
	Step F	80,111	Step I	127,601	Step I					
	Step G	82,745	Step J	130,465	Step J					
	Step H	85,379	Step K	133,329	Step K					
	Step I	88,013	Step L	136,193	Step L					
	Step A	53,127	Step B	78,702	Step C	131,603	Step D	134,516	Step E	137,429
	Step F	86,735	Step G	91,835	Step H	100,124	Step I	104,688	Step J	107,552
Band 18	Step A	89,413	Step B	94,678	Step C	103,206	Step D	106,049	Step E	110,416
	Step C	92,091	Step D	97,521	Step E	106,049	Step F	108,892	Step G	113,280
	Step E	94,768	Step F	100,364	Step G	106,049	Step H	111,734	Step I	114,577
	Step G	100,124	Step H	103,206	Step I	114,577	Step J	117,420	Step K	120,294
	Step A	106,049	Step B	107,552	Step C	110,416	Step D	113,280	Step E	116,144
	Step C	108,892	Step D	114,577	Step E	119,008	Step F	121,872	Step G	124,736
	Step E	111,734	Step F	117,420	Step G	121,872	Step H	124,736	Step I	127,601
Band 17	Step A	104,688	Step B	107,552	Step C	110,416	Step D	113,280	Step E	116,144
	Step C	107,552	Step D	110,416	Step E	119,008	Step F	121,872	Step G	124,736
	Step E	110,416	Step F	113,280	Step G	119,008	Step H	121,872	Step I	124,736
	Step G	113,280	Step H	116,144	Step I	121,872	Step J	124,736	Step K	127,601
	Step A	116,144	Step B	119,008	Step C	121,872	Step D	124,736	Step E	127,601
	Step C	119,008	Step D	121,872	Step E	124,736	Step F	127,601	Step G	130,465
	Step E	121,872	Step F	124,736	Step G	127,601	Step H	130,465	Step I	133,329
CC2	Step A	124,736	Step B	127,601	Step C	130,465	Step D	133,329	Step E	136,193
	Step C	130,465	Step D	133,329	Step E	136,193	Step F	139,061	Step G	142,833
	Step E	133,329	Step F	136,193	Step G	139,061	Step H	142,833	Step I	146,605
	Step G	136,193	Step H	139,061	Step I	142,833	Step J	146,605	Step K	150,377
	Step A	142,833	Step B	146,605	Step C	150,377	Step D	154,150	Step E	157,922
	Step C	150,377	Step D	154,150	Step E	157,922	Step F	161,694	Step G	165,466
	Step E	154,150	Step F	157,922	Step G	161,694	Step H	165,466	Step I	169,238
CC3	Step A	157,922	Step B	161,694	Step C	165,466	Step D	169,238	Step E	173,010
	Step C	165,466	Step D	169,238	Step E	173,010	Step F	176,792	Step G	180,564
	Step E	173,010	Step F	176,792	Step G	180,564	Step H	184,336	Step I	188,108
	Step G	180,564	Step H	184,336	Step I	188,108	Step J	191,880	Step K	195,652
	Step A	188,108	Step B	191,880	Step C	195,652	Step D	199,424	Step E	203,196
	Step C	195,652	Step D	199,424	Step E	203,196	Step F	206,998	Step G	210,770
	Step E	203,196	Step F	206,998	Step G	210,770	Step H	214,542	Step I	218,314

Band 11	Grad ACC	Step A	66,908	Step A						
	Step B	68,947	Step B	68,947	Step B	68,947	Step B	68,947	Step B	68,947
	Step C	73,026	Step C	73,026	Step C	73,026	Step C	73,026	Step C	73,026
	Step D	76,404	Step D	76,404	Step D	76,404	Step D	76,404	Step D	76,404
	Step E	79,783	Step E	79,783	Step E	79,783	Step E	79,783	Step E	79,783
	Step F	83,162	Step F	83,162	Step F	83,162	Step F	83,162	Step F	83,162
	Step G	86,540	Step G	86,540	Step G	86,540	Step G	86,540	Step G	86,540
Band 12	Step H	89,919	Step H	89,919	Step H	89,919	Step H	89,919	Step H	89,919
	Step I	93,298	Step I	93,298	Step I	93,298	Step I	93,298	Step I	93,298
	Step J	96,676	Step J	96,676	Step J	96,676	Step J	96,676	Step J	96,676
	Step K	108,583	Step K	108,583	Step K	108,583	Step K	108,583	Step K	108,583
	Step L	111,247	Step L	111,247	Step L	111,247	Step L	111,247	Step L	111,247
	Step M	114,111	Step M	114,111	Step M	114,111	Step M	114,111	Step M	114,111
	Step N	116,975	Step N	116,975	Step N	116,975	Step N	116,975	Step N	116,975
Band 13	Step O	119,839	Step O	119,839	Step O	119,839	Step O	119,839	Step O	119,839
	Step P	122,703	Step P	122,703	Step P	122,703	Step P	122,703	Step P	122,703
	Step Q	125,568	Step Q	125,568	Step Q	125,568	Step Q	125,568	Step Q	125,568
	Step R	128,432	Step R	128,432	Step R	128,432	Step R	128,432	Step R	128,432
	Step S	128,752	Step S	128,752	Step S	128,752	Step S	128,752	Step S	128,752
	Step T	131,665	Step T	131,665	Step T	131,665	Step T	131,665	Step T	131,665
	Step U	134,577	Step U	134,577	Step U	134,577	Step U	134,577	Step U	134,577
Band 17	Step V	137,490	Step V	137,490	Step V	137,490	Step V	137,490	Step V	137,490
	Step W	140,402	Step W	140,402	Step W	140,402	Step W	140,402	Step W	140,402
	Step X	143,315	Step X	143,315	Step X	143,315	Step X	143,315	Step X	143,315
	Step Y	146,228	Step Y	146,228	Step Y	146,228	Step Y	146,228	Step Y	146,228
	Step Z	149,140	Step Z	149,140	Step Z	149,140	Step Z	149,140	Step Z	149,140
	Step AA	152,053	Step AA	152,053	Step AA	152,053	Step AA	152,053	Step AA	152,053
	Step BB	155,977	Step BB	155,977	Step BB	155,977	Step BB	155,977	Step BB	155,977
CC2	Step CC	158,850	Step CC	158,850	Step CC	158,850	Step CC	158,850	Step CC	158,850
	Step DD	161,722	Step DD	161,722	Step DD	161,722	Step DD	161,722	Step DD	161,722
	Step EE	164,594	Step EE	164,594	Step EE	164,594	Step EE	164,594	Step EE	164,594
	Step FF	167,466	Step FF	167,466	Step FF	167,466	Step FF	167,466	Step FF	167,466
	Step GG	170,338	Step GG	170,338	Step GG	170,338	Step GG	170,338	Step GG	170,338
	Step HH	173,210	Step HH	173,210	Step HH	173,210	Step HH	173,210	Step HH	173,210
	Step II	176,082	Step II	176,082	Step II	176,082	Step II	176,082	Step II	176,082
CC3	Step JJ	178,973	Step JJ	178,973	Step JJ	178,973	Step JJ	178,973	Step JJ	178

2 March 2023 Strategy, Corporate and Policy Pay Bands

2 March 2023 Legal Pay Bands

Band 11	Step 1	55,754	Step 1	78,702	Step 1	128,691	Step 1	160,691
	Step 2	58,382	Step 2	81,380	Step 2	131,603	Step 2	163,798
	Step 3	61,009	Step 3	84,058	Step 3	134,516	Step 3	166,904
	Step 4	62,324	Step 4	86,735	Step 4	137,429	Step 4	170,011
	Step 5	63,637	Step 5	89,413	Step 5	140,341	Step 5	173,118
Band 15	Step 6	64,951	Step 6	92,091	Step 6	143,254	Step 6	176,225
	Step 7	66,265	Step 7	94,768	Step 7	146,167	Step 7	179,332
	Step 8	67,579	Step 8	97,446	Step 8	149,079	Step 8	182,439
	Step 9	57,161	Step 9	100,124	Step 9	151,992	Step 1	190,138
	Step 10	59,613	Step 10	102,802	Step 10	154,904	Step 2	193,342
Band 12	Step 1	62,066	Step 1	91,835	Step 11	157,817	Step 2	114,111
	Step 2	64,518	Step 2	94,678	Step 12	160,730	Step 3	116,975
	Step 3	66,970	Step 3	97,521	Step 1	151,370	Step 4	119,839
	Step 4	69,423	Step 4	100,364	Step 2	154,477	Step 5	122,703
	Step 5	71,875	Step 5	103,206	Step 3	157,584	Step 6	125,568
Band 16	Step 6	74,327	Step 6	106,049	Step 4	160,691	Step 7	128,432
	Step 7	64,039	Step 7	108,892	Step 5	163,798	Step 8	131,296
	Step 8	66,597	Step 8	111,734	Step 6	166,904	Step 1	134,577
	Step 9	69,154	Step 9	114,577	Step 7	170,011	Step 2	137,490
	Step 10	71,711	Step 10	117,420	Step 8	173,118	Step 3	140,402
Band 13	Step 11	74,268	Step 11	120,263	Step 9	176,225	Step 4	143,315
	Step 12	76,826	Step 12	107,552	Step 10	179,332	Step 5	146,228
	Step 13	79,383	Step 13	110,416	Step 11	182,438	Step 6	149,140
	Step 14	81,940	Step 14	113,280	Step 12	185,544	Step 7	152,053
	Step 15	69,575	Step 15	116,144	Step 16	188,657	Step 8	154,966
Step 14	Step 16	72,209	Step 16	121,872	Step 17	191,770	Step 9	157,073
	Step 17	74,843	Step 17	121,008	Step 18	194,887	Step 10	158,187
	Step 18	77,477	Step 18	121,872	Step 19	197,004	Step 11	159,291
	Step 19	80,111	Step 19	122,116	Step 20	199,121	Step 12	160,405
	Step 20	82,745	Step 20	122,454	Step 21	201,238	Step 22	161,519
Step 15	Step 21	85,379	Step 21	122,792	Step 22	203,355	Step 23	162,633
	Step 22	88,013	Step 22	123,130	Step 23	205,472	Step 24	163,747
	Step 23	90,647	Step 23	123,468	Step 24	207,589	Step 25	164,861
	Step 24	92,281	Step 24	123,806	Step 25	209,706	Step 26	165,975
	Step 25	93,999	Step 25	124,144	Step 26	211,823	Step 27	167,089

Band 18	Grad ACC	Step 1	68,947	Step 1	160,691
	Step 2	70,986	Step 2	163,798	
	Step 3	76,444	Step 3	166,904	
	Step 4	79,823	Step 4	170,011	
	Step 5	83,201	Step 5	173,118	
CC3	ACC	89,999	Step 6	176,225	
	Step 6	93,378	Step 7	179,332	
	Step 7	100,175	Step 8	182,439	
	Step 8	103,552	Step 1	190,138	
	Step 9	111,247	Step 2	193,342	
CC1	Step 10	114,111	Step 3	196,546	
	Step 11	116,975	Step 4	199,750	
	Step 12	119,839	Step 5	202,954	
	Step 13	122,703	Step 6	206,158	
	Step 14	125,568	Step 7	209,362	
SCC	Step 15	128,432	Step 8	212,566	
	Step 16	131,296	Step 9	215,769	
	Step 17	134,577	Step 10	218,973	
	Step 18	137,490	Step 11	222,177	
	Step 19	140,402	Step 12	225,381	

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Band 11	Step 1	57,754	Step 1	81,064	Step 1	132,552	Step 1	165,512
	Step 2	60,382	Step 2	83,822	Step 2	135,552	Step 2	168,712
	Step 3	63,009	Step 3	86,580	Step 3	138,552	Step 3	171,912
	Step 4	64,324	Step 4	89,338	Step 4	141,552	Step 4	175,112
	Step 5	65,637	Step 5	92,096	Step 5	144,552	Step 5	178,312
	Step 6	66,951	Step 6	94,854	Step 6	147,552	Step 6	181,512
	Step 7	68,265	Step 7	97,612	Step 7	150,553	Step 7	184,712
	Step 8	69,607	Step 8	100,370	Step 8	153,552	Step 8	187,839
	Step 9	59,161	Step 9	103,128	Step 9	156,552	Step 1	195,538
	Step 10	61,613	Step 10	105,887	Step 10	159,552	Step 2	198,742
Band 12	Step 11	64,066	Step 1	94,591	Step 11	162,552	Step 2	201,946
	Step 12	66,518	Step 2	97,519	Step 12	165,552	Step 3	205,150
	Step 13	68,980	Step 3	100,447	Step 1	155,912	Step 4	208,354
	Step 14	71,506	Step 4	103,375	Step 2	159,112	Step 5	211,558
	Step 15	74,032	Step 5	106,303	Step 3	162,312	Step 6	214,762
	Step 16	76,557	Step 6	109,231	Step 4	165,512	Step 7	217,966
	Step 17	66,039	Step 7	112,159	Step 5	168,712	Step 8	221,169
	Step 18	68,597	Step 8	115,087	Step 6	171,912	Step 1	224,373
	Step 19	71,229	Step 9	118,015	Step 7	175,112	Step 2	227,577
	Step 20	73,863	Step 10	120,943	Step 8	178,312	Step 3	230,781
Band 13	Step 21	76,497	Step 11	123,871	Step 9	181,512	Step 4	147,615
	Step 22	79,131	Step 1	110,779	Step 10	184,712	Step 5	150,615
	Step 23	81,765	Step 2	113,729	Step 11	187,838	Step 6	153,615
	Step 24	84,399	Step 3	116,679	Step 12	190,944	Step 7	156,615
	Step 25	71,663	Step 4	119,629	Step 8	159,615	Step 8	159,615
	Step 26	74,376	Step 5	122,579	Step 9	134,379	Step 9	134,379
	Step 27	77,089	Step 6	125,529	Step 10	137,329	Step 10	137,329
	Step 28	79,802	Step 7	128,479	Step 11	140,279	Step 11	140,279
	Step 29	82,515	Step 8	131,430	Step 12	143,229	Step 12	143,229
	Step 30	85,228	Step 9	134,379	Step 13	146,229	Step 13	146,229

Band 13	Grad ACC	Step 1	71,016	Step 1	165,512
	Step 2	73,116	Step 2	168,712	Step 2
	Step 3	78,738	Step 3	171,912	Step 3
	Step 4	82,218	Step 4	175,112	Step 4
	Step 5	85,698	Step 5	178,312	Step 5
	Step 6	92,700	Step 6	181,512	Step 6
	Step 7	96,179	Step 7	184,712	Step 7
	Step 8	103,181	Step 8	187,839	Step 8
	Step 9	106,659	Step 9	195,538	Step 9
	Step 10	114,585	Step 10	198,742	Step 10
Band 14	Step 11	117,535	Step 11	201,946	Step 11
	Step 12	120,485	Step 12	205,150	Step 12
	Step 13	123,435	Step 13	208,354	Step 13
	Step 14	126,385	Step 14	211,558	Step 14
	Step 15	129,336	Step 15	214,762	Step 15
	Step 16	132,285	Step 16	217,966	Step 16
	Step 17	135,235	Step 17	221,169	Step 17
	Step 18	138,615	Step 18	224,373	Step 18
	Step 19	141,615	Step 19	227,577	Step 19
	Step 20	144,615	Step 20	230,781	Step 20
Band 15	Step 21	150,615	Step 21	150,615	Step 21
	Step 22	153,615	Step 22	153,615	Step 22
	Step 23	156,615	Step 23	156,615	Step 23
	Step 24	159,615	Step 24	159,615	Step 24
	Step 25	162,552	Step 25	162,552	Step 25
	Step 26	165,552	Step 26	165,552	Step 26
	Step 27	168,712	Step 27	168,712	Step 27
	Step 28	171,912	Step 28	171,912	Step 28
	Step 29	175,112	Step 29	175,112	Step 29
	Step 30	178,312	Step 30	178,312	Step 30
Band 16	Step 31	181,512	Step 31	181,512	Step 31
	Step 32	184,712	Step 32	184,712	Step 32
	Step 33	187,838	Step 33	187,838	Step 33
	Step 34	190,944	Step 34	190,944	Step 34
	Step 35	194,052	Step 35	194,052	Step 35
	Step 36	197,170	Step 36	197,170	Step 36
	Step 37	200,288	Step 37	200,288	Step 37
	Step 38	203,406	Step 38	203,406	Step 38
	Step 39	206,524	Step 39	206,524	Step 39
	Step 40	209,642	Step 40	209,642	Step 40
Band 17	Step 41	212,760	Step 41	212,760	Step 41
	Step 42	215,878	Step 42	215,878	Step 42
	Step 43	218,996	Step 43	218,996	Step 43
	Step 44	222,114	Step 44	222,114	Step 44
	Step 45	225,232	Step 45	225,232	Step 45
	Step 46	228,350	Step 46	228,350	Step 46
	Step 47	231,468	Step 47	231,468	Step 47
	Step 48	234,586	Step 48	234,586	Step 48
	Step 49	237,704	Step 49	237,704	Step 49
	Step 50	240,822	Step 50	240,822	Step 50
Band 18	Step 51	243,940	Step 51	243,940	Step 51
	Step 52	247,058	Step 52	247,058	Step 52
	Step 53	250,176	Step 53	250,176	Step 53
	Step 54	253,294	Step 54	253,294	Step 54
	Step 55	256,412	Step 55	256,412	Step 55
	Step 56	259,530	Step 56	259,530	Step 56
	Step 57	262,648	Step 57	262,648	Step 57
	Step 58	265,766	Step 58	265,766	Step 58
	Step 59	268,884	Step 59	268,884	Step 59
	Step 60	272,002	Step 60	272,002	Step 60

