



COLLECTIVE AGREEMENT 2023-2025

Mahi Haumaru Aotearoa WorkSafe New Zealand

Te Pūkenga Here Tikanga Mahi Public Service Association



Te Kawanatanga o Aotearoa
New Zealand Government

WORKSAFE
Mahi Haumaru Aotearoa

PSA

Contents

Contents.....	2
1. Foreword – our vision and values	6
1.1. Te Pūkenga Here Tikanga Mahi values.....	6
1.2. Mahi Haumaru Aotearoa He tūruapō and Ngā mātāpono	6
1.2.1 <i>He tūruapō Vision</i>	6
1.2.2 <i>Te aronga Mission</i>	6
1.2.3 <i>Ngā mātāpono Values</i>	6
2. The parties' commitment	7
3. Definitions.....	8
4. Who and what this agreement covers	10
4.1. Agreement.....	10
4.2. Coverage.....	10
4.3. Variation.....	10
4.4. Term of Agreement.....	10
4.5. Savings clause	10
5. Our expectations.....	11
6. Working with your union.....	12
6.1. Recognition	12
6.2. Delegates	12
6.3. Access.....	12
6.4. Deductions.....	12
6.5. Union meetings	13
6.6. Other facilities to support the work of delegates	13
6.7. Employment relations education leave.....	13
7. Our work environment	15
7.1. Te Tiriti o Waitangi.....	15
7.2. Ngā Kaupapa principles	15
7.3. Diversity, Equity, Inclusion and Equal Opportunities.....	16
7.4. Recognition of Tikanga Māori and Te Reo skills	16
7.5. Recognition of New Zealand Sign Language	16
7.6. Kia Toipoto – Gender pay principles	16
7.7. Secondary employment	17
8. How we support you	18
8.1. Wellbeing, health and safety	18
8.2. Work life balance	19
8.3. Wellbeing support.....	19
8.4. Support for victims of violence and abuse	19
9. How we work	21

9.1.	Hours of work	21
9.2.	Flexible working	22
9.3.	Rest and meal breaks.....	22
9.4.	Minimum break – overtime and call back	22
9.5.	Additional hours	22
9.6.	Payment for overtime.....	23
9.7.	After hours standby and response.....	23
9.8.	Standby	23
9.9.	Response.....	24
9.10.	Additional duties	24
9.11.	Work related and travelling expenses.....	25
9.11.1.	<i>Domestic travel</i>	25
9.11.2.	<i>International travel</i>	26
9.11.3.	<i>Reimbursement of expenses incurred in caring for dependents</i>	26
9.11.4.	<i>Meal allowances</i>	26
9.11.5.	<i>Transfer and relocation expenses</i>	26
9.12.	Adverse events and business disruptions.....	27
10.	Holidays and leave	28
10.1.	Annual leave.....	28
10.1.1	<i>Annual closedown period</i>	28
10.2.	Public holidays	28
10.3.	Sick leave.....	29
10.4.	Accident Leave.....	29
10.4.1	<i>Work accident</i>	29
10.4.2	<i>Non-work accident</i>	30
10.5.	Tangihanga/bereavement and Hura Kohatu leave.....	30
10.6.	Primary carer leave	30
10.6.1	<i>Primary carer leave payment</i>	31
10.6.2	<i>Annual leave accrued while on primary carer leave</i>	31
10.7.	Partner's leave	31
10.8.	Cultural leave	32
10.9.	Long service leave.....	32
10.10.	Jury service and Witness leave.....	32
10.11.	Leave for military training	32
10.12.	Community Service and Emergency Service leave	33
10.13.	Other leave	33
11.	How we help you develop and grow	34
11.1.	Enabling performance and valuing contribution to WorkSafe	34
11.2.	Learning and Development	34
11.2.1	<i>Study assistance and leave</i>	35

12. How we recognise your contribution	36
12.1. Remuneration package	36
12.2. How we pay you.....	36
12.3. Remuneration Framework from 1 July 2022.....	36
12.4. Range Movement Beyond 2022	37
12.4.1 <i>Range movement on steps (other than the top step)</i>	37
12.4.2 <i>Range movement for kaimahi in the top step and above</i>	37
12.5. Remuneration for 2023/24	37
12.6. Salary Progression.....	37
12.6.1 <i>Salary progression for 2023</i>	37
12.6.2 <i>Salary progression for 2024</i>	38
12.6.3 <i>Progression on steps other than top step</i>	38
12.6.4 <i>Progression where the steps and the open range meet</i>	38
12.6.5 <i>Additional and Higher Duties</i>	38
12.6.6 <i>Exceptions to progression</i>	38
12.7. Inspector Pathway.....	38
12.8. WorkSafe and PSA Commitments	39
13. How we evolve as an organisation	40
13.1. Joint problem solving	40
13.2. Organisational change	40
13.2.1. <i>Change principles</i>	40
13.2.2. <i>PSA input</i>	40
13.2.3. <i>Your input</i>	41
13.2.4. <i>Kaimahi transfer process</i>	42
13.2.5. <i>Reconfirmation</i>	42
13.2.6. <i>Reassignment</i>	42
13.2.7. <i>Equalisation allowance</i>	43
13.2.8. <i>Redundancy</i>	43
13.2.9. <i>Alternative kaimahi transfer process</i>	43
13.2.10. <i>Technical redundancy</i>	43
14. When our working relationship ends.....	45
14.1. Notice of termination	45
14.2. Abandonment of employment	45
14.3. Cessation on medical grounds.....	45
14.4. Severance payments	46
15. How we resolve disputes.....	47
15.1. Definition of an employment problem	47
15.2. Who can help with an employment relationship problem?	47
15.3. Internal process	47
15.4. External process.....	48

16. Signatories to the Agreement	49
Appendix A - List of pay ranges as at 3 April 2023 and 3 April 2024	50
Appendix A – Job Families	50
Appendix A – Pay Ranges effective 3 April 2023	51
Appendix A – Pay Ranges effective 3 April 2024	52
Appendix A – Trainee Inspector and Inspector I rates	53
Appendix B - Draft Personal to Individual Letter	54
Appendix C - PSA Members Only Benefit	55
Appendix D - WorkSafe and PSA further commitments	56

1. Foreword – our vision and values

1.1. Te Pūkenga Here Tikanga Mahi values

The PSA's purpose is to influence the political, economic, industrial and social environments in the interests of our membership, and this is demonstrated through living our values.

Kotahitanga Solidarity	We champion members' interests with a strong effective voice. We stand together, supporting and empowering members, individually and collectively
Pāpori Ture Tika Social justice	We take a stand for decent treatment and justice. We embrace diversity and challenge inequality.
Te Pono me te Whakaute Integrity and respect	Our actions are characterised by professionalism, integrity and respect.
Otinga Arotahi Solution focused	We are a progressive and constructive union, constantly seeking solutions that improve members' working lives.
Tā te Nuinga e Whakatau ai Democratic	We encourage participation from members. We aim to be transparent, accessible and inclusive in the way we work.

1.2. Mahi Haumaru Aotearoa He tūruapō and Ngā mātāpono

1.2.1 He tūruapō | Vision

Ka haere ngā tāngata katoa ki te mahi, ka hoki hauora, haumaru ma ki te kāinga Everyone who goes to work comes home healthy and safe

1.2.2 Te aronga | Mission

Kia tāhū nui te hauora, te haumaru i ngā wāhi mahi o Aotearoa To transform New Zealand's workplace health and safety performance towards world-class

1.2.3 Ngā mātāpono | Values

Our three values determine the way we behave and act as an organisation. In the spirit of whakakotahi, they were developed collaboratively by our kaimahi across WorkSafe, each one sums up a different element of what we stand for, and how we're expected to engage and kōrero with one another.

Together, they bind us and inform us, giving us a unity that means we can confidently move together in the right direction.

Whakakotahi

We are united in a strong purpose

Tiakina mai

We are entrusted with a duty of care

Kōrero mai

We engage meaningfully

2. The parties' commitment

As Aotearoa New Zealand's primary workplace health and safety regulator, we want work to be healthy, we want work to be safe, and we want that for everyone - this includes workers and those affected by work. No-one should be injured at work. No-one's job should make them sick. WorkSafe's commitment to Aotearoa New Zealand is to make our vision "Everyone who goes to work comes home healthy and safe" a reality. Our kaimahi are passionate about our mahi and about making a positive difference for everyone.

WorkSafe is also the regulator for ensuring the safe supply and use of electricity and gas with a focus on protecting all people and property throughout NZ.

WorkSafe is committed to being a good employer and as a crown entity, we comply with all relevant legislation and legal obligations.

The PSA is New Zealand's largest union, representing over 80,000 workers in central government, state-owned enterprises, local councils, health boards and community groups. WorkSafe confirms its commitment to actively supporting the role of delegates in the workplace as part of its approach to building a strengthened partnership with the PSA and a high engagement culture. It commits to operating in accordance with the principles that underpin the standard PSA union facilities and education leave provisions which are set out in section 7 of this Agreement.

WorkSafe and the PSA hold each other accountable for joint decisions and have responsibility to challenge each other about what and how things are done.

Ngā Matatika

Protocol for WorkSafe and the PSA

He ika kai ake i raro	As a fish nibbles below
He rāpaki ake i raro	So the ascent of a hill begins from below

Every journey starts with the first step forward, working together must start somewhere.

WorkSafe and the Public Service Association are committed to work together, as partners, to make WorkSafe a high performing workplace and a great place to work.

On the climb to aspiration:

- It is important that the terms and conditions contained in the Collective Agreement are fair, relevant and capture what is essential to WorkSafe's employment relationship with PSA members to achieve the organisations' shared high-performance aspirations and strategic goals.
- As we work together on any of our shared interests, we acknowledge the benefit of early and open discussion to develop solutions that inform effective decision-making, implementation, and measurement of achievement.
- WorkSafe leaders and the PSA will be trained and resourced to develop a workplace culture consistent with the aspirations and ways of working set out in the PSA/Working Charter and agreed amendments.

3. Definitions

Term	Definition
Affected kaimahi	Kaimahi whose position has been or may be affected by a change management process
Annual close-down	With the exception of kaimahi required to work or be on standby, the period between Christmas and New Year when all WorkSafe offices are closed and kaimahi are required to take leave
Aotearoa	New Zealand
Average daily pay	Has the meaning given to it by the Holidays Act 2003
Casual kaimahi	Kaimahi who work an intermittent, irregular and/or as when and required basis, with no expectation of ongoing employment
Competencies	The required knowledge and abilities necessary to fulfil a specified role
Connection	Mahi Haumaru WorkSafe NZ intranet site accessible to all kaimahi
Continuous service	Unbroken service with WorkSafe NZ or its predecessors
Day	The period from midnight to the next succeeding midnight
EAP	Kaimahi Assistance Programme which provides counselling services to kaimahi
Fixed term employment	Is a written agreement which complies with section 66 of the Employment Relations Act 2000
Flexible-by-default	Treating all roles as suitable for flexible working and exploring how flexibility could work, unless there is a genuine business reason for any role not to be flexible
Full-time kaimahi	Kaimahi who are employed in either a role as outlined in section 9.1 who work 37.55 hours per week or all other kaimahi who work 40 hours per week
Good employer	An employer who operates an employment policy containing provisions generally accepted as necessary for the fair and proper treatment of kaimahi in all aspects consistent with the Public Service Act 2020
Grand-parented provision	A provision which has been carried forward into kaimahi current terms and conditions from a previous agreement or contract. Grand-parented provisions are not applicable to new kaimahi
Kōrero	Talk/discuss
Kaimahi	Kaimahi/staff/worker/workers
Mahi	Work/activity
Mahi Haumaru	WorkSafe
Meal break	A period free of all duty of not less than 30 minutes and not normally more than one hour in duration to be taken during a normal working day
Members	Kaimahi who have opted into PSA membership and are represented by the PSA
Ordinary weekly pay	Has the meaning given to it by the Holidays Act 2003
Our/Us/We	The parties to this agreement
Part-time kaimahi	Kaimahi who work less hours than the full hours applicable to their position
PIR	Position in range
Permanent kaimahi	Kaimahi employed on a permanent basis, whether full-time or part-time and who has an ongoing expectation of employment
Redundancy	Termination of employment attributable wholly or partly to the position being or becoming surplus to the requirements of Mahi Haumaru WorkSafe NZ
Relevant daily pay	Has the meaning given to it by the Holidays Act 2003

Term	Definition
Secondary employment	Regular paid work; or unpaid voluntary work where you're acting in a Health and Safety capacity which could be perceived as WorkSafe advice
Shift	Period of duty which constitutes kaimahi scheduled hours of work when employed under a shift roster
Shift mahi	Mahi performed by two or more kaimahi working successive periods in accordance with a shift roster
Shift roster	A schedule or pattern indicating the days and hours kaimahi are to report for duty. A shift roster can be up to 24 hours a day, seven days a week and the hours of operation does not fall entirely within core business hours of Monday to Friday 8am – 6pm
Shift worker	Kaimahi whose ordinary hours of work are performed in accordance with a shift roster
Statutory flexible working request	A request made under Flexible Working provisions of the Employment Relations Act 2000
Te Pūkenga Here Tikanga Mahi	The Public Service Association/PSA/the union
Time off in lieu (TOIL)	An arrangement where kaimahi having worked excess of their normal work hours, is permitted, or required to take paid time off instead of receiving overtime pay for those excess hours
You/Your	Kaimahi

4. Who and what this agreement covers

This section explains which kaimahi are covered by this Agreement, describes the parties and states how long this Agreement remains in force.

4.1. Agreement

This Agreement is made between Mahi Haumaru Aotearoa WorkSafe New Zealand (WorkSafe) and Te Pūkenga Here Tikanga Mahi Public Service Association (PSA).

4.2. Coverage

This Agreement applies to permanent and temporary (but not casual) kaimahi of WorkSafe unless they are employed in a management role that includes manager or team leader direct reports (that is, they are a manager of managers), or in a Human Resources role giving direct management guidance.

With inclusion of 'frontline' management roles have varied terms and conditions as set out for; minimum break, overtime and call back, expenses, overtime and TOIL, and redundancy (severance).

4.3. Variation

This Agreement may be varied by agreement between WorkSafe and the PSA. Any variation will be in writing and signed by the parties on behalf of the directly affected kaimahi once it has been ratified by the respective parties. Agreed variations will be appended and form part of this Agreement.

4.4. Term of Agreement

This Agreement commences on 03 April 2023 and expires on 2 April 2025.

4.5. Savings clause

It is acknowledged that, through the process of creating this Agreement, genuine omissions may have occurred. Both WorkSafe and the PSA are committed to preserving the terms and/or conditions already held by WorkSafe kaimahi who were employed at the commencement date of this Agreement. Where it is identified that a genuine omission has occurred, or an individual's terms and/or conditions haven't been preserved where it was expected they would be, the PSA and WorkSafe will work together as soon as possible to address the issue in accordance with the agreements reached during the development of this Agreement.

5. Our expectations

As a regulator, WorkSafe New Zealand has a position of significant authority and responsibility. WorkSafe, the PSA and all kaimahi can, and should, have high expectations of each other. As part of the public service, we are accountable to all New Zealanders for our actions and our performance. WorkSafe kaimahi must demonstrate the highest standards of honesty, integrity, and impartiality in undertaking our duties.

All WorkSafe kaimahi are expected to know and comply with our standards of conduct and behaviour which are detailed in our Code of Conduct, policies and procedures, and in the State Services Standards of Integrity and Conduct. If you have any questions about what is expected of you or about appropriate and inappropriate conduct and behaviour, you should discuss these with your people leader or where this is inappropriate, another people leader.

6. Working with your union

6.1. Recognition

WorkSafe recognises the PSA, its delegates, officials, and officers, as representing the collective and individual interest of its members.

WorkSafe acknowledges the right of the PSA to elect, select and support its representatives according to its rules.

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

WorkSafe will provide an opportunity for union representatives to meet new kaimahi as part of any orientation process. WorkSafe will provide new kaimahi with information about the union, including relevant contact details which will be provided by the PSA.

WorkSafe will periodically provide the union, where reasonable and practicable, with information related to the Collective Agreement, including the location and number of members and kaimahi who come under the coverage clause of the Agreement. The information and arrangements for such will be agreed between WorkSafe and the PSA.

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

6.2. Delegates

WorkSafe will promote and support the role of delegates in the workplace.

Reasonable paid time will be allocated to delegates to carry out their role effectively within and beyond the workplace (subject to arrangements agreed between the PSA and WorkSafe dealing with notice, timing etc). This includes time for recruitment, to meet with new and potential members, other delegates, and union officials over employment matters and/or union business and attending regional and national union and other union forums.

WorkSafe will agree an annual allocation of a reasonable number of paid days, inclusive of any statutory entitlements, to enable delegates to attend training, including union training.

6.3. Access

WorkSafe permits the PSA and its representatives to enter the workplace to carry out union business provided the PSA does so at reasonable times, and in a reasonable manner, having regard to health and safety issues.

6.4. Deductions

WorkSafe shall deduct union membership fees, with the authorisation of each member, from wages or salary, and shall remit these deductions to the union at a frequency in line with the employer's pay periods. These arrangements are subject to any provisions separately agreed between the employer and the union.

When remitting deductions, the employer will provide an electronic deduction schedule which allows the union to account for whom and over which period, fees have been deducted.

6.5. Union meetings

PSA members are entitled to attend on ordinary pay at least two union meetings, up to a total of four hours in each calendar year. The number and duration of these meetings will be agreed within the total annual maximum of four hours, inclusive of any statutory provisions.

The PSA shall provide WorkSafe at least 12 days' notice prior to the date and time of any such union meeting. The PSA shall make arrangements with WorkSafe for kaimahi's operations to continue.

Paid leave is only available for actual attendance at union meetings where kaimahi would otherwise be working for WorkSafe during the meeting. The PSA shall provide WorkSafe with a list of names of union members who attended the meeting and the time at which the meeting finished.

WorkSafe and the PSA may agree additional allocations of time for paid union meetings. Agreed meetings over collective employment matters are not a debit against any allocation of time for union meetings.

6.6. Other facilities to support the work of delegates

WorkSafe will provide reasonable access to facilities for delegates to carry out their role. This includes, where practicable, access to a workstation (with word processing, email, printing, and external internet capability), photocopying facilities and facilities for communication with members including meeting spaces, teleconference facilities, notice boards, internal mail, telephone, and email. In addition, members will be allowed reasonable access to the union's external website. In using these facilities, delegates and members will observe all the employer's normal standards and policies that apply to such facilities.

6.7. Employment relations education leave

The PSA is entitled to allocate union members a maximum of five days paid leave per individual each calendar year for the purposes of employment relations education, subject to the following formula for determining overall paid leave entitlement.

Any employment relations education course must be approved by the union.

The formula is based on the number of full-time equivalent (FTE) union members as at 1 March in each year this Agreement applies.

A full-time union member works 30 hours or more during a week and is counted as one.

A part-time union member works less than 30 hours per week and is counted as one half member for the purposes of calculating the overall FTE figure.

Full-time equivalent kaimahi as at 1 March in each calendar year this agreement applies	Maximum number of days of employment relations education leave that union entitled to allocate
1-5	3
6-50	5
51-280	One day for every 8 full-time equivalent union members or part of that number
281 or more	35 days plus 5 days for every 100 full-time equivalent union members or part of that number that exceeds 280

Table 1: Employment relations education leave

Kaimahi proposing to take leave under this clause must tell his or her employer:

- the dates on which the kaimahi proposes to take the leave, and
- the employment relations education that the kaimahi proposes to undertake during the leave.

WorkSafe may refuse to allow kaimahi to take paid leave under this clause if it is satisfied, on reasonable grounds, that the kaimahi taking leave on the dates notified would unreasonably disrupt WorkSafe's business.

WorkSafe will pay kaimahi their relevant daily pay in accordance with the Holidays Act 2003 for every day of part day of leave taken under this clause.

7. Our work environment

7.1. Te Tiriti o Waitangi

WorkSafe New Zealand and PSA affirm Te Tiriti o Waitangi as our founding document and basis of our partnership between Māori and the Crown and our commitment to Te Tiriti.

Rangapū | Partnership - forging and maintaining relationships with iwi, hapū, hapori whānui, and whānau.

Manaaki | Protection – ensuring Māori have at least the same level of work health and safety outcomes through advancing tino rangatiratanga.

Whai wāhitanga | Participation – respecting and trusting each other's ability and knowledge about how best to do the work to achieve shared outcomes.

WorkSafe New Zealand's vision Maruiti 2027 is our strategy to reduce inequity for Māori and reduce serious harm so that Māori can thrive, ensuring we are meeting our obligations and commitment to Māori that recognises the unique status and importance of our relationship with Māori as Tangata Whenua of Aotearoa New Zealand.

WorkSafe's commitment is to do better for Māori, and to work towards equitable outcomes for Māori, for all New Zealanders everyday all day and that everyone that goes to work returns home safely.

WorkSafe is committed to honouring Te Tiriti and ensures all its policies, procedures and practice are aligned.

WorkSafe has provisions in recognition of its commitment to Te Tiriti for kaimahi as outlined in 7.4, 10.5 and 10.10.

7.2. Ngā Kaupapa principles

Te Rūnanga o Ngā Toa Āwhina (Te Rūnanga) represents and promotes the interests of Māori members in keeping with Te Tiriti o Waitangi. To support this work, Te Rūnanga have introduced eight Kaupapa (collectively Ngā Kaupapa) principles which give cultural insight and effect to Te Ao Māori in the workplace.

As it strives to protect New Zealanders from harm, WorkSafe will promote the following principles and values, ensuring they underpin all that it does to make a real difference to those it serves.

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

Rangatiratanga - Empowering members and delegates to be leaders.

Kaitiakitanga - Promoting guardianship of all things Māori that hold spiritual and cultural significance in our tikanga practices including te reo Māori. Protecting fair working conditions.

Manaakitanga - Encouraging health, wellbeing and positive behaviours in the workplace.

Whakahiatu Umanga - Providing opportunities for career development and on-going learning.

Wairuatanga - Acknowledging cultural awareness and normalising cultural practices through recognition of te reo Māori, tikanga and kawa. Māori reflect on the past, the obligations our Tipuna have passed on to us and how we reflect this in our conduct in the workplace.

Whanaungatanga - Embracing whakapapa with a focus on building strong workplace relationships that supports connections to whānau, marae, hapū and iwi.

Whakamana - Developing effectiveness so that members can perform well, contribute and be productive.

7.3. Diversity, Equity, Inclusion and Equal Opportunities

WorkSafe's workforce should reflect the diversity of New Zealand. This diversity enables us to effectively deliver our regulatory obligations, particularly for workers of great need.

WorkSafe is committed to the principles of equality of employment opportunity as set out in the Public Service Act 2020 and is committed to supporting diversity and equal opportunity through WorkSafe's policies, procedure, and practice.

WorkSafe and the PSA seek to achieve working environments where all kaimahi are able to achieve their full potential, irrespective of all an any dimensions of diversity.

WorkSafe will ensure its policies and procedures are consistent with its Good Employer, wider Public Sector, and legislative obligations. This includes but is not limited to eliminating bias and discrimination through recruitment, remuneration, career progression, and flexibility.

Discrimination will not be tolerated at WorkSafe. Discrimination includes, but is not limited to, dimensions relating to an individual's identify (sex, marital status, religious or ethical belief, colour, race, ethnic or national origins, disability, age, political opinion, employment status, family status, sexual orientation).

If you believe you are subjected to discrimination in your employment at WorkSafe you should seek support, speak with your manager, and make use of union delegates or HSRs. Your HR team can assist you with any formalised processed to address this.

As part of WorkSafe's commitment to an inclusive, respectful, and responsive organisation WorkSafe will make reasonable accommodations to enable greater access to the workplace for kaimahi with disabilities, religious and ethical beliefs and / or family commitments.

WorkSafe 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.

7.4. Recognition of Tikanga Māori and Te Reo skills

WorkSafe will take into account for purposes of recognition proficiency in Te Reo where the needs of a job demand such skills. Where kaimahi are called upon by WorkSafe to use Tikanga Māori and Te Reo Māori in circumstances outside their job requirements and where such duties are above and beyond the normal requirements of the kaimahi, WorkSafe may recognise such contributions via additional duties (see section 9.10) where appropriate.

7.5. Recognition of New Zealand Sign Language

WorkSafe will take into account, for purposes of recognition, proficiency in NZSL where the needs of a job demand such skills. Where kaimahi are called upon by WorkSafe to use NZSL in circumstances outside their job requirements and where such duties are above and beyond the normal requirements of the kaimahi, WorkSafe may recognise such contributions via additional duties (see section 9.10) where appropriate.

7.6. Kia Toipoto – Gender pay principles

WorkSafe and the PSA seek to achieve working environments which are free from gender, ethnic and disability-based inequalities, where all kaimahi are able to achieve their full potential, irrespective of gender, ethnicity and disability and to ensure that gender, ethnic, and disability, pay gaps are eliminated for all.

We acknowledge that gender pay gaps for Māori women are also considered and addressed in the context of Te Tiriti o Waitangi.

WorkSafe is committed to investigating and addressing inequality.

WorkSafe will comply with the Gender Pay Principles and Kia Toipoto principles. These are:

- Te Pono – Transparency
- Ngā Hua Tōkeke mō te Utu – Equitable pay outcomes
- Te whai kanohi i ngā taumata katoa – Leadership and representation
- Te Whakawhanaketanga i te Aramahi – Effective career and leadership development
- Te whakakore i te katoa o ngā momo whakatoihara, haukume ano hoki – Eliminating all forms of bias and discrimination
- Te Taunoa o te Mahi Pīngore – Flexible-by-default

7.7. Secondary employment

Kaimahi intending to undertake secondary employment should discuss this with their people leader before any such arrangement is entered into.

WorkSafe will only restrict secondary employment where it has genuine reasons based on reasonable grounds. For example, to protect its intellectual property, reputational interests or to prevent a conflict of interest which cannot be managed or where secondary employment would impair kaimahi day-to-day work to the full and reasonable satisfaction of WorkSafe NZ.

Where an actual Conflict of Interest exists, the Deputy Chief Executive Corporate must agree in writing to secondary employment undertaken by WorkSafe kaimahi.

Kaimahi must not act in competition during their employment or in preparing themselves for future business ventures while employed by WorkSafe.

Refer to WorkSafe's Code of Conduct for more information about Conflicts of Interest.

8. How we support you

8.1. Wellbeing, health and safety

As the PCBU (person conducting a business or undertaking) WorkSafe has the primary duty of care and as such must ensure, so far as is reasonably practicable, the health and safety of its kaimahi, and that other persons are not put at risk by its work.

WorkSafe and the PSA share an absolute commitment to ensuring the wellbeing, health and safety of all kaimahi. This will be achieved through:

- Leadership
- Individual commitment
- A comprehensive health, safety and wellbeing strategy; and Worker engagement, participation and representation

WorkSafe, the PSA, and kaimahi will work in partnership to strive to ensure that everybody who comes to work goes home safe and healthy at the end of each day.

WorkSafe will:

- Give the highest priority to the achievement of wellbeing, health and safety outcomes by providing a healthy and safe environment for all kaimahi.
- Actively engage with the PSA and workers on wellbeing, health and safety issues and ensure all kaimahi have access to the information they need to keep themselves and their colleagues healthy and safe.
- Regularly and systematically review its wellbeing, health and safety policies, procedures and guidelines for on-going improvement.

The PSA will:

- Acknowledge, engage, and actively promote wellbeing and a strong health and safety workplace culture.
- Encourage and facilitate a collective approach to dealing with wellbeing, health, and safety issues at all levels of the organisation.
- Support and work alongside health and safety representatives.
- Advocate on behalf of members on wellbeing, health, and safety issues where necessary, and encourages a high trust and open reporting culture.

In return, we expect you to:

- Work in a safe manner to prevent harm to yourself, your colleagues, others you come in contact within the course of your work, or the environment.
- Take an active role in identifying, reporting, recording, managing, and investigating identified health and safety risks and accidents/incidents.
- Take an active role in your own rehabilitation following illness or injury.
- Alert managers and health and safety representatives to any observed unsafe behaviours or unsafe situations or where you think additional training or other resources are required.

8.2. Work life balance

It is important for you and for WorkSafe that we achieve and maintain an appropriate balance between your work life and your personal life. We recognise there are benefits for workers to have a healthy balance between work and other aspects of their lives. This contributes to a healthier and more productive workplace.

Sometimes this balance is not easy to achieve – we often work to tight timeframes, which are not within our direct control, and at times our available resources will be stretched by unplanned absences, training or leave requirements. While it is not possible to control all elements that go into balancing your work and personal life, we will make every effort to address the elements that we can influence.

To this end, WorkSafe will make its best endeavours to:

- Encourage forward planning of work and leave requirements, and
- Engage with you to ensure that the distribution of work takes account of your work/time demands, and
- Agree realistic expectations and timeframes for your work Provide the resources needed to undertake the work, and
- Support flexible working arrangements (Refer to section 9.2).

8.3. Wellbeing support

WorkSafe is committed to proactively supporting the wellbeing of our kaimahi. In doing so, WorkSafe provides a range of wellbeing related benefits that kaimahi can access, such as flu vaccinations and reimbursement for things such as eye tests and prescription eyewear.

In addition, WorkSafe provides a comprehensive EAP Service that offers confidential and free support for people who may be experiencing personal difficulties, which can affect their work performance and home life.

Also provided is access to Professional Supervision, which is a confidential service that provides an opportunity to identify stressors in your professional life and coping mechanisms to deal with these. This is available to all WorkSafe kaimahi.

WorkSafe supports kaimahi to manage their own wellbeing through the use of flexible working and learning opportunities.

8.4. Support for victims of violence and abuse

WorkSafe takes the safety and wellbeing of our kaimahi very seriously and is committed to supporting those who are impacted by family violence and/or abuse in a timely, compassionate, and confidential manner.

Kaimahi who are personally affected, or who are the caregivers of children impacted by family violence and/or abuse are entitled to the following, regardless of whether the violence occurred during the employment relationship:

- Up to 10 days per year of paid Family Violence Leave (FVL).
- Additional paid special leave on a case-by-case basis may be approved in some situations.
- Kaimahi may take sick leave, annual leave or leave without pay if they require further leave.
- Unused FVL does not accumulate and cannot be cashed up or paid out.

- Short-term variations to their working arrangements including hours and days of work, location of work, duties performed at work.
- Long term variations can be requested as part of WorkSafe's Flexible Working. Agreed arrangements will be recorded appropriately.

All kaimahi who have requested FVL will be supported to set up a work-related safety plan, with the assistance of their people leader and/or the internal Health and Safety team and/or your union delegate and anyone else of your choosing.

WorkSafe is committed to supporting those that experience violence, and those seeking to deal with their own violence. FVL or other leave will be discussed and agreed on a case-by-case basis in conjunction with you, your people leader and/or the internal Health and Safety team and/or your union delegate and anyone else of your choosing.

All personal information concerning the violence will be kept confidential. No information will be kept on personal files without you being notified.

In general, no adverse action will be taken against you if your attendance or performance at work suffers as a result of being a victim of violence; however you will be expected to fulfil normal working duties.

More information can be located in WorkSafe's Family Violence Leave Guidelines.

9. How we work

9.1. Hours of work

WorkSafe recognises the need to eliminate or minimise any adverse impact of your hours of work on you or your partner, whānau and/or dependants. It is important that there is a relationship of trust and accountability between you and your manager to ensure WorkSafe is able to operate and meet changing business needs, and that you are able to meet your responsibilities and pursue interests outside work.

Your working hours will generally fall within the business operating or office opening hours and will provide for at least two consecutive days off per week. Changes to established working hours arrangements will be by agreement between you and your manager and will be recorded in writing.

Full time kaimahi are expected to work 40 hours per week, except if you are employed in one of the positions listed below where the expected hours are 37 hours 55 minutes per week:

GROUP A	GROUP B (GRAND-PARENTED)
All role holders in positions titled (or renamed):	Role holders as at 5 November 2021 while employed in a position listed below, and who have hours of work specified as 37h 55m:
Trainee Health and Safety Inspector Health and Safety Inspector I Health and Safety Inspector II Investigation Inspector I Investigation Inspector II Senior Inspector Principal Inspector Investigation Principal Coaching and Quality Lead Specialist Health and Safety Inspector Specialist Inspector Mining Specialist Inspector Quarries High Hazards Specialist Inspector Inspector Hazardous Substances Inspector Hazardous Industries Inspector Kaimahi Hauora Triage Inspector Notification Agent Senior Notification Agent Duty Holder Review Officer Energy Safety Technical Officer Energy Safety Principal Technical Officer Energy Safety Senior Research Analyst Support Officer Senior Support Officer (all locations)	Senior Advisor, Centralised File Support Unit (File Management) Coronial Service Advisor Victim Service Advisor Kairawhiti O te Pou Ora OIA Advisor Technical Specialist Occupational Hygiene Health Technical Specialist Work-Related Harm Technical Specialist Hazardous Substances

Table 2: Roles eligible for 37 hours 55 minutes

For Group A, where only position titles change or new positions are created within teams that are covered by this provision, kaimahi working within those roles are also entitled to work 37 hours 55 minutes.

9.2. Flexible working

WorkSafe is flexible-by-default. WorkSafe promotes and supports flexible working arrangements for kaimahi to balance personal and whanau commitments with their daily work, so long as operational needs are met, the protection of privacy and proprietary information can be appropriately maintained, and the health, safety, and wellbeing of kaimahi is not adversely impacted.

Flexible working can be informal or ad-hoc arrangements, or temporary or permanent formal arrangements. Wherever possible kaimahi will be given the opportunity to work flexibly and agreement to requests from kaimahi will not be unreasonably withheld.

All WorkSafe kaimahi have the right to request a variation of their working arrangements. Flexible working requests can include (but are not limited to) working a different number of hours (e.g. part-time), working within different time frames (e.g. starting and finishing early), working a compressed week (e.g. 9-day fortnight), and working from an alternate location (e.g. from home).

WorkSafe will respond to requests as soon as possible, but no later than 30 days after receiving the request. Where a request is declined, kaimahi can discuss the rationale with their people leader and seek a review in accordance with WorkSafe's Flexible Working Guidance.

More information can be located in WorkSafe's Flexible Working Guidance.

9.3. Rest and meal breaks

Rest and meal breaks are important and are to be taken at such times as agreed between you and your manager or spread evenly throughout the work period where reasonable and practicable. The timing of these breaks should consider operational needs, and the requirements for health and safety. You are entitled to two paid rest breaks of 10 minutes each and one unpaid meal break of not less than half an hour per day (for full-time kaimahi, adjusted accordingly for part-time kaimahi).

9.4. Minimum break – overtime and call back

Where it is necessary for you to work overtime, or where you are called back to work, wherever reasonably practicable, you should arrange to have at least ten consecutive hours off duty between successive periods of normal duty.

If a break of at least ten continuous hours cannot be provided, the work is to be regarded as continuous until a break of at least ten continuous hours is taken. For kaimahi (not team leaders or managers covered by this collective agreement) the time worked will be paid at overtime rates, with proper regard to the time at which it occurs and the amount of overtime which precedes it.

Time spent off duty during usual hours of work solely to obtain a ten-hour break shall be paid at ordinary time rates.

9.5. Additional hours

The Additional Hours provision for overtime and TOIL set out in 9.5, Payment for Overtime in 9.7, and Response overtime payments in 9.9 do not apply to team leaders or managers covered by this agreement.

Team leaders and managers may be rostered by WorkSafe to be on call for operational purposes where necessary. If you are eligible to work 37 hours 55 minutes per week, overtime is paid where you are required by and have approval from your manager to work in excess of 40 hours in one week or 8 hours in one day. Overtime is not payable where you work in excess of 8 hours per day as part of a flexible working time arrangement.

If you are not eligible to work 37 hours 55 minutes per week and are required by, and have approval from your manager to work overtime, you may be compensated by time in lieu on an hour for hour basis or such other basis as may be agreed between you and your manager.

You will not be paid overtime for time spent travelling but will be granted time in lieu (TOIL).

You and your manager are trusted to make reasonable arrangements on how TOIL is gained and when it will be used. These arrangements should recognise the extra work time required of you along with the management of fatigue and life/work balance. Early use of TOIL and avoidance of significant accumulated TOIL are indicators that reasonable arrangements are being achieved.

9.6. Payment for overtime

Overtime is calculated on a daily basis in respect of the day on which the overtime occurs and may be compensated by either time in lieu on an hour for hour basis (or such other basis as may be agreed between you and your manager), an allowance where agreed, or by payment on the basis of an overtime hourly rate.

In the absence of an agreement between kaimahi and their manager over the way in which overtime is to be paid, payment will be on the basis of an overtime hourly rate of time one and one half (T1.5) of your normal hourly rate for the first three hours.

Double time (T2) will be paid when you work overtime:

- in excess of three continuous hours; or
- between 10.00 p.m. to 6.00 am; or
- between midday Saturday and 6.00 am Monday; or
- on a Public Holiday or annual closedown.

Note: The above overtime rates do not apply where any additional hours fall within your established individual hours of work.

9.7. After hours standby and response

WorkSafe provides operational capability 24 hours per day, seven days per week across all regions to receive and respond appropriately to notifications of health and safety events, including complaints and statutory notifications of accidents or serious harm. Notifications are received through an 0800 facility and answered outside of normal work hours by the after-hours provider Corporate Connect.

Each Manager is responsible for ensuring that effective standby and response arrangements operate for their area outside of normal office hours (generally Monday – Friday, 8am – 5pm). To achieve this capability each office / region operates an after-hours standby and response roster using appointed Inspectors and Managers of Inspectors. Where a significant incident or serious harm is reported, the after-hours contact centre passes the call to the relevant regions rostered Inspector.

9.8. Standby

Inspectors, Energy Safety Technical Officers, managers or other kaimahi on standby are typically rostered for one week. Kaimahi on standby must ensure telephone availability and their physical availability throughout the standby period to respond to events as necessary.

Kaimahi on standby are required to remain available to take calls in the period between 8:00 AM – 8:30 AM on weekdays until the contact centre commences operations.

WorkSafe and the PSA acknowledge that the requirement to be on standby can be an inconvenience and adversely affect the work life balance of those on standby and their whānau and to compensate for that a standby allowance will be paid. The standby allowance covers:

- being on standby to receive calls
- dealing with all calls over the phone in accordance with the After-hours response process up to two hours across the standby week.

Standby rates are payable to kaimahi formally rostered on call to provide after-hours coverage as set out below.

The rates payable are:

Monday to Friday	5:00pm to 08:00am	\$47 per night
Weekends, public holidays, or annual closedown	08:00am to 08:00am	\$110 per day

Table 3: Standby rates

At the completion of each week of roster duty, kaimahi must provide a Standby Allowance claim form to their line manager for approval. For inspectors, all overtime claims are to be accompanied by the call centre notification email and the inspector's notes of actions taken.

The Standby Allowance includes provision for two hours overtime at time and a half where the scene is not attended, for time and processes related to dealing with on call events. Where this extends beyond two hours across a standby week, kaimahi and their line manager are trusted to discuss and agree on an amount of overtime, or TOIL (with TOIL being on an hour for hour basis) to recognise the impact on kaimahi.

Early use of this TOIL to help management of fatigue and life/work balance is encouraged and is an indicator of reasonable arrangements.

Taking the agreed amount of time as an overtime payment, or TOIL is at the choice of the kaimahi.

9.9. Response

If kaimahi are unable to resolve the notification over the phone and is required to attend a scene, each after hours response situation will be paid as a minimum of three hours overtime except that more than one response situation completed within three hours will be regarded as one response situation. Managers have discretion to approve TOIL (generally on an hour for hour basis) instead of overtime if requested by kaimahi. Where an on-call kaimahi is required to respond between 8:00 AM and 5:00 PM workdays, no overtime is payable unless provided for in section 9.6.

9.10. Additional duties

When you are acting in a role or seconded to a position in a higher salary band than your own role and you are paid within the salary band for your position:

- for a period exceeding two but no greater than eight weeks the standard allowance rate will be 10% of the market median salary band you are acting into.
- for a period exceeding eight weeks an allowance of the greater of the higher band minima minus your current salary, or 10% of the market median of the salary band for the role you are acting into.

Where the period was initially set at no greater than eight weeks has been extended so that the period becomes greater than eight weeks, then the allowance will change to the greater than eight weeks calculation. The effective date of the change in allowance will be the date at which the decision to extend the acting arrangement was advised to the kaimahi in writing, e.g., letter or email.

Where there is an upward change in salary or band figures used in the allowance calculation, the allowance will be re-calculated using the new figures. The effective date of the change will be the date at which the changed figures became effective.

In situations not covered above, such as additional duties within your current role or seconded to a position in a similar salary band, you and your manager may agree to an additional duties allowance that is appropriate to the circumstances. For periods of less than two weeks the performance review process provides for this to be recognised.

When an additional duties payment is made for a non-manager acting into a manager or team leader role you will:

Remain eligible for	Not be eligible for
<ul style="list-style-type: none">– Expense allowance– Redundancy (up to 12 months)– Standby allowance (as rostered)	<ul style="list-style-type: none">– Overtime (expect public holidays and annual closedown)– TOIL (expected to self-manage hours)– Minimum break/call back (expected to self-manage hours)

Table 4: Eligible terms for non-manager acting into a manager or team leader role

9.11. Work related and travelling expenses

As part of the public sector, a great deal of trust is placed on how WorkSafe spends public money. When kaimahi are required to travel for their work, kaimahi must ensure that their travel and associated expenses are cost effective and reasonable. Kaimahi should not be out of pocket but should not gain financially when travelling and all expenses must be moderate, conservative, and transparent.

Kaimahi must consider the appropriateness of their expenditure and public perception when ordering items which may be considered immoderate or extravagant. Alcohol consumption is a personal choice and kaimahi must pay for this themselves.

9.11.1. Domestic travel

Team leaders or managers covered by this collective agreement when required to incur work-related or travelling expenses as a direct consequence of performing your duties as directed will be reimbursed for these expenses on an actual and reasonable basis in accordance with WorkSafe's policies and guidance.

For other kaimahi required to travel within New Zealand on official business shall, at their discretion, be provided either:

Accommodation - Actual and reasonable costs for accommodation will be reimbursed in accordance with WorkSafe policies and guidance for travel within NZ.

Kai allowances - All kaimahi will be reimbursed for actual and reasonable expenses upon production of receipts in accordance with WorkSafe policies and guidance for travel within and outside of New Zealand (including day trips of less than 24 hours) **OR**

For 24 hours or more the following allowance is available for kai and travelling related incidentals, including where kaimahi provide their own kai:

- \$85 per 24-hour period
- \$42 for any additional period

Where kai is provided by or charged back to either WorkSafe or another host, the allowance will be reduced by the amount relative to the meals not paid for by the kaimahi at the following rates:

Breakfast \$20.00	Lunch \$15.00	Dinner \$40.00
-------------------	---------------	----------------

Where WorkSafe has provided all kai and accommodation, no allowance shall be payable. In this situation, a payment for incidental expenses not otherwise recoverable, at the rate of \$10.00 per day or part of a day, will be made.

9.11.2. International travel

Kaimahi travelling internationally will be reimbursed for actual and reasonable expenses upon production of receipts in accordance with WorkSafe policies and guidance for travel outside of NZ.

9.11.3. Reimbursement of expenses incurred in caring for dependents

Where WorkSafe requires you to be away from your normal place of work or you are required to work hours outside your usual hours of work, WorkSafe will reimburse any actual and reasonable extra expenses incurred by you in caring for your dependents.

This will apply where the situation is such that you cannot make alternative arrangements for the care of your dependents without incurring extra expense.

9.11.4. Meal allowances

If you work at least two hours overtime, you will be eligible for a meal break of at least 30 minutes and a meal at actual and reasonable cost.

If you are required to have a midday meal with a business associate or a client of WorkSafe as part of your work duties, you may use a purchase card or if necessary, make an expense claim for the actual and reasonable cost incurred.

If you are unduly delayed in returning to your normal place of work because of official duties, you may use a purchase card or if necessary, make an expense claim for the actual and reasonable costs of an evening meal.

9.11.5. Transfer and relocation expenses

Where you are required to transfer or relocate by WorkSafe, as agreed by you, actual and reasonable transfer expenses will be agreed between you and your manager upon production of quotes and/or receipts.

The level of assistance will be agreed prior to your transfer taking place, recognising that there may be some need to review the amount of assistance if unforeseen expenses are encountered during or after the transfer.

The types of expenses that would normally be incurred by the kaimahi (and your dependants) when transferring and may be met by WorkSafe in this case would include (but are not limited to):

- expenses of transfer of household effects, including insurance and storage
- personal travel and living costs for you and your family and temporary accommodation costs for up to three months
- expenses arising directly from:
 - the sale and purchase of your home, including any early mortgage repayment penalties
 - children transferring between schools

- expenses reasonably incurred in re-establishing your household
- paid leave as necessary to affect the transfer.

9.12. Adverse events and business disruptions

In adverse events and business disruptions, WorkSafe prioritises the safety and wellbeing of its kaimahi.

Alternative arrangements may be put in place to provide business continuity so long as this is practicable and does not endanger the health, safety, and wellbeing of kaimahi and the public. This may include temporary relocation or working from home. Kaimahi may be reimbursed on an actual and reasonable basis for additional costs over and above usual expenses that they incur if they are required to relocate to an alternative location. If alternative arrangements are not practicable, kaimahi may be directed to stay away from work.

Remuneration and leave arrangements will be considered on a case-by-case basis by the People Leader in consultation with People and Culture and in line with guidance from Te Kawa Maataaho (where applicable).

More information can be found in WorkSafe's Continuity Management Policy and Framework.

10. Holidays and leave

A range of holiday and leave types are available to provide you with time away from work for rest, relaxation, recover from illness or injury, if you suffer a bereavement, or for a range of other purposes.

10.1. Annual leave

You are entitled to annual leave in accordance with the Holidays Act 2003, subject to the requirements set out below.

You will be entitled to four weeks plus two days annual leave from 21 July 2023 after each year of service.

You will be entitled to five weeks annual leave from 1 January 2024 after each year of service.

In the first year of service, you can request leave by using accrued annual leave.

You are required to take a break of 10 consecutive days, this may include weekends and statutory holidays, and is typically encouraged to coincide with WorkSafe's annual closedown period.

You and your manager should mutually agree on when annual leave is taken taking into account work requirements and your preferences.

If agreement cannot be reached on when annual leave is to be taken your manager may direct you to take them, giving you at least 14 days' notice.

You may be permitted to anticipate up to 10 days annual leave entitlement due, subject to refunding any over-payment on resignation if necessary.

If you are a part-time kaimahi you will be entitled to a percentage of annual leave that corresponds to a pro-rata amount of a full-time position, based on your usual working week.

Kaimahi agree that when they take their annual leave, they will be paid for that leave in the pay periods relating to that leave.

10.1.1 Annual closedown period

For the period between Christmas and New Year 2023, WorkSafe days will be given to all kaimahi who would ordinarily work on these days. WorkSafe day's will be paid at your normal daily rate of pay.

If you are required to work by WorkSafe during this period (including being rostered on standby), the WorkSafe day's should be taken as soon as practicable at a time agreed by you and your manager.

From 1 January 2024, WorkSafe kaimahi are required to take the three days in the period between Christmas and New Year each year annually as annual leave, unless they are required to work by WorkSafe (including being rostered on standby). WorkSafe days will no longer be granted, rather full-time kaimahi will earn five weeks leave as per 10.1.

10.2. Public holidays

You are entitled to public holidays as defined by the Holidays Act 2003, where the following days are observed as holidays on days that you are normally required to work: New Year's Day, the day after New Year's Day, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, Sovereign's Birthday, Matariki, Labour Day, Christmas Day, Boxing Day, and Anniversary Day (as observed in the locality concerned).

If WorkSafe requires you to work on any part of a public holiday and it falls on a day that you would normally work, you will receive payment at T1.5 if a team leader or manager, or for other kaimahi, T2 for the actual hours you work on that day, and in either case you will receive a paid alternative holiday.

If WorkSafe requires you to work on any part of a public holiday that is not one of your normal working days, you will receive payment at T2 for the actual hours you work on that day excluding standby unless called out to an incident.

You may request in writing that a public holiday is to be observed on another identified calendar day which would otherwise be a working day for you. Requests may be made for any reason, for example cultural, religious, or other reasons. Your manager will consider your request in good faith, and if approved any agreement must meet the minimum requirements set out in the Holidays Act 2003, including not reducing the number of public holidays you are entitled to.

If you are a full-time kaimahi and work a 'compressed week' you are still entitled to the full range of public holidays even though a specific holiday might fall on a day that is not part of your working arrangement. For example, if your compressed week is a nine-day fortnight arrangement where a Public Holiday such as Good Friday occurs on your rostered day-off you are entitled to specify an alternative day to observe their public holiday.

A Public Holiday will be recognised as such, even when it falls within a period when you are on annual leave, sick leave on pay or other leave on pay.

10.3. Sick leave

All WorkSafe kaimahi are entitled to 15 days paid sick leave per year upon employment. You may use sick leave when you are sick or injured (for physical and/or mental health recovery).

You should not work if you are unwell. WorkSafe strongly advocates and encourages kaimahi to take the time necessary to recover.

You may also use your sick leave if your spouse, partner, dependent child, or other person who depends (directly or indirectly) upon you is sick or injured, or their usual care arrangements are not available (unplanned), and you're required to care for them. This is recorded as domestic leave.

You may carry over unused sick leave each year, up to a total balance of 260 days. Sick leave cannot be cashed out, and will not be paid out on resignation, redundancy, or dismissal.

Your people leader may require a medical certificate at your expense, following a period of sick leave greater than three consecutive workdays. For sick leave of less than three consecutive days, you may be required to provide a medical certificate at WorkSafe's expense, as proof of sickness or injury where a manager has reasonable grounds that sick leave is not genuine and has informed you of their concern.

Special paid leave may be available to you on a case-by-case basis if you exhaust your sick leave, or you can request to take annual leave or leave without pay to cover your absence.

10.4. Accident Leave

If you are absent from work due to a personal injury by accident, the provisions of relevant accident compensation legislation will apply.

There is a mutual responsibility for WorkSafe to work with you to facilitate your rehabilitation back into the workforce following an accident.

This will include developing a rehabilitation programme and with your permission will include consultation with your medical practitioner, specialists, the PSA and ACC.

10.4.1 Work accident

If you are absent from work because of a work-related personal injury accident accepted as such by ACC you will continue to receive 100% of your salary paid by WorkSafe who are reimbursed by ACC (80% funded by ACC, 20% funded by WorkSafe, not affecting sick leave) for up to 26 weeks.

If you are absent after 26 weeks ACC will pay 80% of your salary direct to you. In this situation, your manager may approve you being placed on annual or sick leave (if you have an entitlement to either) for 1 day a week with the remaining four days being paid direct to you from ACC.

Where you have exhausted your sick leave entitlement, your manager may agree to a request from you to use annual leave to cover any shortfall in weekly earnings, provided this allows you to have sufficient annual leave for the purposes of rest and recreation.

10.4.2 Non-work accident

If you are absent from work because of a non-work-related personal injury accident accepted as such by ACC, the first week of absence will be debited against your sick leave entitlement.

For any absence after the first week, you will receive 80% of your salary paid by WorkSafe who are then reimbursed by ACC. Where you have sufficient sick leave, the remaining 20% of salary may be debited against your sick leave entitlement.

If you have exhausted your sick leave entitlement, your manager may agree to a request from you to use annual leave to cover any shortfall in weekly earnings, provided this allows you to have sufficient annual leave for the purposes of rest and recreation.

Should kaimahi have no sick leave or insufficient annual leave available then, upon request, WorkSafe will consider on a case-by-case basis whether special paid leave is made available.

10.5. Tangihanga/bereavement and Hura Kohatu leave

WorkSafe recognises that grief affects people differently, and cultural and legal responsibilities vary between the different communities that our kaimahi are a part of. As this is a stressful time for kaimahi, manaakitanga, and care for their wellbeing is of utmost importance before, during and after the tangihanga/bereavement.

Kaimahi will have the ability to take a minimum of three days' paid tangihanga/bereavement leave in accordance with this clause to deal with their loss (including the loss of a pregnancy); discharge their obligations and/or pay their respects to a deceased person with whom they had a close association. A close association may exist through blood or whānau/whāngai/family ties, or because of cultural connections.

Kaimahi will have the ability to take a minimum of one day's paid tangihanga/bereavement leave on the death of any other person with whom they have an association. An association may exist through a work relationship, social connection or supporting a close association with their bereavement, for example.

In addition to the above entitlements, kaimahi will have the ability to take a minimum of one day's paid leave to attend Hura Kōhatu (unveiling) or an equivalent event.

At the time of request, your people leader will consider the appropriate duration of paid tangihanga/bereavement leave. In considering these requests, they will consider your individual circumstances and responsibilities within your whānau and/or community. This consideration may include whether paid leave for travel is appropriate. To assist people leaders considering these requests in a timely and culturally sensitive manner, WorkSafe and PSA will develop and maintain guidelines aimed at providing clarity and enabling consistent application of this clause.

Where kaimahi suffers a bereavement on another form of leave, except for public holidays, that period will be recorded as bereavement leave.

10.6. Primary carer leave

You will be granted primary carer leave in accordance with the Parental Leave and Employment Protection Act 1987, and as detailed in WorkSafe's human resource policy.

In regard to adoption these provisions also apply to whāngai (a person adopted in accordance with Tikanga Māori). Entitlement to these provisions is subject to the kaimahi meeting any reasonable request from WorkSafe for relevant information.

If while on primary carer leave your position becomes affected by change, you will be notified and consulted in terms of the management of change provisions (detailed in How we Evolve as an Organisation) contained in this Agreement.

10.6.1 Primary carer leave payment

At the conclusion of your primary carer leave, you will be eligible for a primary carer leave payment equivalent to up to 30 working days leave on pay if you:

- are entitled to primary carer leave of up to 12 months; and
- return to work with WorkSafe before or at the expiration of the leave.

The payment will be based on the greater of your base salary that applied for the 30 days immediately prior to you commencing primary carer leave, or your new base salary on return to work.

If you are absent on primary carer leave for less than 6 weeks (30 working days) you will receive that proportion of the payment your absence represents in working days.

You may elect to receive the primary carer leave payment in one of the following ways:

- a) as a lump sum payment on completion of six months' service from the date of your return to work; or
- b) as a weekly allowance pro-rated over your first six months' return to work; or
- c) if you return to work at 80% of your pre-primary carer leave hours of work, as a weekly allowance paid for up to 30 weeks, whilst on those reduced hours; or
- d) any other method as per policy.

If you have advised WorkSafe of your choice for the payment option and wish to change it, you should seek approval from your manager including the reasons why a different option is being sought and the timeframe for the alternative option to be available from. Managers should seek advice from Human Resources before approving the request.

If you have selected option b), c) or d) above and cease work before you have completed the six months' or 30 weeks' service respectively or in the case of option c) return to your pre-primary carer leave hours within the first 30 weeks, you will not be entitled to the balance of the primary carer leave payment.

10.6.2 Annual leave accrued while on primary carer leave

Where you return to work following primary carer leave, WorkSafe will pay annual leave accrued during the time you were on primary carer leave at the greater of your average weekly earnings or your ordinary rate of pay when you take that leave.

Should you resign employment within 12 months of returning from primary carer leave, any outstanding annual leave accrued during the time you were on primary carer leave will be paid to you at the same rate as would have applied had you not taken primary carer leave.

10.7. Partner's leave

If you are a spouse or partner of a primary carer, WorkSafe will support you with two week's paid partner's leave.

You can take this two week's paid partner's leave anytime from a month before the due date and up to three months after the birth or adoption.

You will need to discuss the timing of this paid leave, and whether it is taken in one block, with your manager.

You are only eligible for partner's leave or primary carer leave, not both.

10.8. Cultural leave

You may request special unpaid leave of up to five days per annum for cultural, diversity and inclusion purposes. Approval of such leave is at the discretion of your people leader. We encourage kaimahi to use flexible working arrangements where possible.

10.9. Long service leave

Kaimahi are entitled to one weeks long service leave (LSL) after five years continuous service relating to service with WorkSafe New Zealand as of 5 November 2021. For the purposes of LSL, service is calculated from 5 November 2021. Any prior service is not included in calculations for LSL.

LSL will not be accumulated from one qualifying period to another. LSL must be taken before the next entitlement falls due or will be forfeited.

LSL cannot be cashed up or and will not be paid out on resignation or dismissal. LSL will be paid out in cases of redundancy or death during service.

Kaimahi with grand-parented "Personal to Individual" entitlements that include LSL (refer appendix B) will transition on a no additional advantage or disadvantage basis.

10.10. Jury service and Witness leave

If you are required for jury service or obliged to attend as a witness for the Crown, paid leave will be provided to attend.

You may also be granted up to three days paid leave at any one time if required to act as a witness in a private capacity for a criminal or traffic case. You must retain and produce evidence of fees paid by the court and these fees are to be repaid to WorkSafe. If additional leave is required, this will be considered on a case-by-case basis.

Where kaimahi are required as a witness, or in a specific role, to attend Māori Land Court, claimant negotiations concerning land issues, whenua or whānau trust, or Waitangi Tribunal hearings, paid leave will be provided.

You are entitled to retain any reimbursement for expenses that you receive from the court if you choose to take annual holidays or leave without pay when on jury service, you can retain the juror's fees.

10.11. Leave for military training

In line with the Volunteers Employment Protection Act 1973, WorkSafe provides leave of absence if you are required to attend "protected voluntary service or training".

You will be granted additional leave of up to 12 weeks for initial training and then up to four weeks a year thereafter. This does not result in any reduction in your annual leave entitlement or service-related benefits.

You are required to give 14 days' notice in respect to any absence from work for voluntary service training.

If you are granted paid leave for military training, you must reimburse WorkSafe the lesser of either their military pay or their WorkSafe pay for the period you are on paid leave for military training.

10.12. Community Service and Emergency Service leave

If you are appointed by Ministerial appointment to a Board, Council, or committee you will be allowed paid time off to meet your commitments.

If you volunteer during or following an emergency, you will be granted paid leave for the duration of the emergency up to a maximum of 3 days.

If you have been given approval to undertake a commitment in community activities such as civil defence, voluntary firefighting and search and rescue, leave will be provided for these activities. The period of leave will be determined in each case by agreement with your manager, subject to addressing any difficulties in releasing you from work. You may also be granted up to 5 days per year to undertake training required by the emergency service.

If you undertake civil defence work without prior consent, you will have that time treated as other leave without pay.

If you are a member of a recognised fire fighting force, your manager may consent to you being on paid leave for emergency callouts during your usual hours of work. Any remuneration earned by you for these activities during paid time off is to be repaid to WorkSafe.

10.13. Other leave

You may be allowed additional leave (paid or unpaid), at the discretion of your manager (or dependent on authority / delegation levels which may require approval to be determined at a higher level).

If you take leave without pay in excess of one month's duration, placement in your return is conditional on the availability of a suitable position, and the grading and location cannot be guaranteed.

If you cannot be placed, you will receive one month's notice of termination of employment.

Leave without pay does not count for the purposes of determining length of service but does not affect continuity of service.

11. How we help you develop and grow

11.1. Enabling performance and valuing contribution to WorkSafe

The WorkSafe performance management approach is intended to ensure that you are clear about what is expected of you in your role and how your role contributes to the overall success of WorkSafe, and that you are supported to perform to the best of your ability and develop to enable you to reach your potential.

At the core of our performance management approach are regular discussions between you and your manager on what is expected of you, how you are progressing, how we best support you to perform, and the actions you and your manager will take in relation to your ongoing development. High levels of engagement in these discussions and reviews by both you and your manager are key to ensuring that your performance and your contribution to WorkSafe's success are maximised.

The guiding principles of our performance management approach are:

- To ensure there are clear linkages between your work contribution and WorkSafe's values, vision, strategic outcomes, goals, and annual business plans
- To continually raise the level of both individual and collective performance
- To help inspire and motivate you to achieve
- To ensure you are supported to achieve through targeted role-related development
- To have a simple, easy to use and understandable process that is applied fairly, transparently, and consistently.

More information on WorkSafe performance management approach can be found in our Managing Performance and Development policy.

11.2. Learning and Development

WorkSafe's ability to positively influence workplace health and safety outcomes for New Zealand is a direct reflection of the commitment, enthusiasm, and capability of our people to continue to develop and build their knowledge and expertise.

WorkSafe is committed to investing in the ongoing development of its workforce to enable them to make a significant contribution to the organisation, and to support their career development and advancement. The PSA supports and encourages its members to make the most of the learning and development opportunities available to them.

Learning and development is a responsibility that is shared between you and WorkSafe. WorkSafe will help to develop those people who want to develop themselves, especially where this aligns with organisation needs and objectives.

You have the primary responsibility for your own capability development, and WorkSafe has the primary responsibility to support and assist you with this. Keeping a focus on development helps you to think ahead and plan your future so that you are best placed to progress, keep pace with changes in our society and operating environment and to respond to any organisational changes that could arise. You are encouraged to plan your own development.

WorkSafe is responsible for providing work-related learning and development opportunities based on a shared assessment of our needs by you and your manager – discussed throughout the year as part of our performance and development system. We will support you to access work-related learning and development opportunities, and in return we expect you to share your knowledge with other kaimahi to help them learn and develop.

You have the primary responsibility for pursuing your own career. WorkSafe can assist you to clarify your career or professional goals and help you to achieve them. Career development opportunities may include such things as undertaking higher duties, coaching, or mentoring, new task experiences, secondments, project work and study assistance.

WorkSafe has a range of policies, systems and programmes to support your ongoing learning and development, and you are encouraged to make yourself familiar with these so that you can access the opportunities they provide.

11.2.1 Study assistance and leave

If you undertake a formal course of study or are required to maintain a professional qualification that is of value to your work, then WorkSafe may provide support for you to successfully do so.

Study assistance can include special leave with or without pay and assistance with meeting course fees. Applications for study assistance are considered on a case-by-case basis in accordance with WorkSafe's policies.

12. How we recognise your contribution

Your remuneration will be reviewed annually.

12.1. Remuneration package

Your remuneration package comprises base salary and may also include additional elements such as allowances.

Where you have elected to contribute to a superannuation scheme, the value of the employer contribution will not be considered when setting remuneration levels.

Remuneration will recognise the value of your contribution to WorkSafe's outcomes. Your remuneration will be reviewed annually (refer to 12.6.6 for exceptions). Any payment will be backdated to 1 July.

Inspector I remuneration will be reviewed at least annually as set out in section 12.7 and will be effective at the applicable review date, as set out in the Inspector Remuneration Policy below.

12.2. How we pay you

Your salary is payable fortnight, in arrears, into an account nominated by you.

12.3. Remuneration Framework from 1 July 2022

From 1 July 2022 a new remuneration framework was introduced consisting of a step pattern system combined with an open range.

The step pattern applies from 90-105% of the range, and the open range is above 105-120% of the range.

The new remuneration framework will not apply to kaimahi in Trainee Inspector and Inspector I roles who will continue to have the Inspector Pathway framework apply as set out in section 12.7.

Figure 1 – Step pattern of remuneration framework from 1 July 2022

Model A											Net Changes			
Step	11	12	13	14	15	16	17	18	19	20	21			
9								105.0%	105.0%	105.0%	105.0%	1.5%	1.5%	1.5%
8					105.0%	105.0%	105.0%	103.5%	103.5%	103.5%	103.5%	1.5%	1.5%	2.0%
7	105.0%	105.0%	105.0%	105.0%	103.5%	103.5%	103.5%	102.0%	102.0%	102.0%	102.0%	1.5%	1.5%	2.0%
6	103.5%	103.5%	103.5%	103.5%	102.0%	102.0%	102.0%	100.0%	100.0%	100.0%	100.0%	1.5%	2.0%	2.0%
5	102.0%	102.0%	102.0%	102.0%	100.0%	100.0%	100.0%	98.0%	98.0%	98.0%	98.0%	2.0%	2.5%	2.0%
4	100.0%	100.0%	100.0%	100.0%	97.5%	97.5%	97.5%	96.0%	96.0%	96.0%	96.0%	3.0%	2.5%	2.0%
3	97.0%	97.0%	97.0%	97.0%	95.0%	95.0%	95.0%	94.0%	94.0%	94.0%	94.0%	3.0%	2.5%	2.0%
2	94.0%	94.0%	94.0%	94.0%	92.5%	92.5%	92.5%	92.0%	92.0%	92.0%	92.0%	4.0%	2.5%	2.0%
1	90.0%	90.0%	90.0%	90.0%	90.0%	90.0%	90.0%	90.0%	90.0%	90.0%	90.0%			

This step pattern goes from 90-105% of the band market reference point:

- Bands 11 - 14 achieve 100% of the band range at step 4
- Bands 15 – 17 have 2.5% steps to 100% of the band range at step 5
- Bands 18 – 24 have 2.0% steps to 100% of the band range at step 6
- Above 100%, the step pattern for all bands is 2%, 1.5%, 1.5% to 105%

All bands – open range applies for 105.1% - 120%

12.4. Range Movement Beyond 2022

Any changes to the pay ranges in 2025 will be part of bargaining a renewed Collective Agreement.

12.4.1 Range movement on steps (other than the top step)

For kaimahi on steps (other than the top step), including Trainee Inspector and Inspector I, where the range increases the kaimahi's salary will adjust with it.

12.4.2 Range movement for kaimahi in the top step and above

For kaimahi on the top step and above their salary will not automatically adjust with the range movement.

12.5. Remuneration for 2023/24

12.5.1 Public Service Pay Adjustment

For the 2023 remuneration review the following payments have been agreed:

- An initial increase of \$4,000 per annum (pro-rated for part-time and casual kaimahi) to base salary effective from 3 April 2023 if employed on the date of ratification.
- The greater of \$2,000 per annum (pro-rated for part-time and casual kaimahi) or 3% increase (up to a maximum of \$5,400) to base salary effective 3 April 2024.
- A one-off gross lump sum payment of \$500 will be paid to PSA members and employed as at date of ratification in 2023. This payment will be pro-rated for part-time and casual kaimahi.
- A further one-off gross lump sum payment of \$500 will be paid to all kaimahi employed as at 3 April 2024. This payment will be pro-rated for part-time and casual kaimahi.

Kaimahi offered employment with WorkSafe NZ, or current kaimahi transferring to a new role on or after 3 April 2023, but prior to the implementation of the new salary structure in the payroll system, will be eligible to a base pay salary movement of \$4,000 per annum (pro-rated for part-time and casual kaimahi).

New kaimahi offered employment with WorkSafe, or current kaimahi transferring to a new role after the date of ratification, will be employed on a salary step based on the new Collective Agreement which includes the additional \$4,000.

12.6. Salary Progression

12.6.1 Salary progression for 2023

Kaimahi who are currently on a step will receive step progression effective 1 July 2023 (unless exceptions apply as set out in 12.6.6).

Kaimahi who sit on the top step or above in our remuneration framework will receive one-off payments as per the table below (unless exceptions apply as set out in 12.6.6):

Open range progression for PIR Groups (Top Step and above)	PIR	Bands 11-14	Bands 15-17	Bands 18+
	Top Step - 109.9%	\$1,500	\$1,350	\$1,200
	110% - 114.9%	\$1,350	\$1,200	\$1,050
	115% - 119.9%	\$1,200	\$1,050	\$900
	Greater than 120%	\$1,050	\$900	\$750

Table 7: Open range progression for 2023

12.6.2 Salary progression for 2024

Kaimahi who are currently on a step will receive step progression effective 1 July 2024 (unless exceptions apply as set out in 12.6.6).

Kaimahi who sit on the top step or above in our remuneration framework will receive one-off payments as per the table below (unless exceptions apply as set out in 12.6.6):

Open range progression for PIR Groups (Top Step and above)	PIR	Bands 11-14	Bands 15-17	Bands 18+
	Top Step - 109.9%	\$1,500	\$1,350	\$1,200
	110% - 114.9%	\$1,350	\$1,200	\$1,050
	115% - 119.9%	\$1,200	\$1,050	\$900
	Greater than 120%	\$1,050	\$900	\$750

Table 8: Open range progression for 2024

12.6.3 Progression on steps other than top step

Where kaimahi are paid on a step (other than the top step), annual salary progression will be to the next higher step (unless exceptions apply as set out in 8.9.5).

12.6.4 Progression where the steps and the open range meet

Where kaimahi are paid at or above the top step, and the range moves upwards, their salary progression will ensure they do not fall below the new top step.

12.6.5 Additional and Higher Duties

For kaimahi who are undertaking additional or higher duties, any range and/or progression adjustments will be made to their substantive position, where applicable.

12.6.6 Exceptions to progression

Progression will be deferred whilst on a Performance Improvement Plan (PIP). When the PIP is met the kaimahi will receive their progression (no backdating)

Where a kaimahi is on the top step or above and they received a range movement increase, their salary will be adjusted taking into consideration the increase they received and that shown in Section 12.6 Tables [7] and [8].

All Trainee Inspectors and Inspector I. Progression will be as set out in section 12.7 of the Collective Agreement.

Progression will not apply in the following circumstances:

- Where the kaimahi has been appointed in their current position on or after 1 April of the current year - does not include those undertaking additional, higher duties, or existing kaimahi prior to 1 April who did not receive an increase when they were appointed to their new role.
- When the kaimahi has less than 3 months active service during the financial year (e.g., Long Term Unpaid Leave excluding Parental Leave).

12.7. Inspector Pathway

12.7.1 Inspector Remuneration Policy

Trainee Inspector and Inspector 1 levels

Under the Inspector Pathway there are three stages of development targeted at the profile of knowledge, skills and practice to be fully competent at an Inspector II level. It is expected that there will be a six-month programme of development at a Foundation level and a second stage of development at Inspector

I level for a period of at least 18 months. Following the appointment at the Inspector II level, there is a further stage of development to enable full competence at that level.

In keeping with these stages of development being targeted at the Inspector II level (pay band 16A), the remuneration rates for Trainee Inspectors and Inspectors I will also be set in relation to the benchmark rate for Bank 16A as follows:

Rates for Trainee Inspector and Inspector I levels	Percentage of prevailing Band 16A Benchmark salary rate as at 1 July 2022	3 April 2023	3 April 2024
Starting Rate for Trainee Inspector	73% (\$69,872)	\$4,000 (\$73,872)	3% (\$2217) (\$76,089)
Starting Rate for Inspector I	80% (\$76,572)	\$4,000 (\$80,572)	3% (\$2418) (\$82,990)
Inspector I + 6 months, subject to performance	83% (\$79,443)	\$4,000 (\$83,443)	3% (\$2504) (\$85,947)
Inspector I + 12 months, subject to performance	87% (\$83,272)	\$4,000 (\$87,272)	3% (\$2619) (\$89,891)

Table 6: Trainee Inspector and Inspector I rates

This approach ensures that there are consistent and fair relativities between the different inspector levels.

At the Inspector I level there will be six-monthly performance and development reviews as check points that the individual's development plan is progressing well, and practice knowledge and personal and professional skills are being effectively applied on the job. Performance and development reviews will be staged a short while before salary review dates.

12.8. WorkSafe and PSA Commitments

Appendix D WorkSafe and PSA further commitments, of this Collective Agreement sets out additional WorkSafe and PSA commitments that have been reached in the Joint Remuneration Working Group concluded in May 2022.

13. How we evolve as an organisation

13.1. Joint problem solving

WorkSafe and the PSA share an interest in creating a positive, productive and high performing work environment where WorkSafe, the PSA, and workers are engaged in working together to solve problems and make improvements in the way we undertake our work. Everyone is encouraged to identify opportunities for improvement, and to contribute to the development of new work practices and innovations.

13.2. Organisational change

Just as you will change and develop, WorkSafe will also change and develop. Often this can be planned, and sometimes changes will result from forces outside of our control.

WorkSafe is committed to ensuring that it is ready to manage any changes that occur. This means that wherever possible change will be anticipated and planned for.

Organisational change needs to be managed to ensure that:

- business performance is maintained as far as possible
- essential skills, knowledge and experience are retained
- people are treated with respect
- the best possible outcomes are reached for all concerned.

Change may be large or small, and 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. Note that where there is doubt about the significance, WorkSafe and the PSA will consider the particular facts and agree on the degree of significance and what approach is appropriate to adopt.

13.2.1. Change principles

When change is contemplated there will be genuine engagement with the PSA and kaimahi. The need for proposed change will be communicated early and actively.

Kaimahi have a right to know why change is being explored or introduced, and so every effort will be made to ensure kaimahi understand this.

The process by which change will be progressed will be clearly advised to all affected kaimahi including those who are likely to be impacted in some way by the change.

Affected kaimahi and the PSA will be engaged in the change process and given the opportunity to influence the change and how it is implemented.

All participants will be kept updated on progress and decisions. Engagement will be ongoing, honest and timely.

Every effort will be made to ensure that both business and kaimahi well-being is maintained.

The timeframe for the change will reflect the needs of WorkSafe and of individual kaimahi.

13.2.2. PSA input

The PSA and WorkSafe recognise that:

- The process of change is continuous and should form part of continuous improvement within WorkSafe.
- Engagement requires an effective communication process.
- WorkSafe and the PSA will meet on a regular basis to discuss management of change issues. Such meetings may take place at a national, regional or local level as appropriate.
- The intention of these meetings is that kaimahi are regularly appraised of, and can contribute to, the overall planning process.

The aims of the communication process are to:

- Plan for evolutionary change.
- Contribute to the best and most equitable decisions.
- Provide kaimahi with information to help them plan and develop their careers.
- Ensure information as to the location and names of kaimahi likely to be affected by organisational change is made available to the PSA as soon as practicable.
- Ensure the interest of kaimahi are understood by WorkSafe and taken into account.

PSA and kaimahi involvement in the planning process must take into account the need for efficiency, management accountabilities and timeframes, and delegate accountabilities.

In addition to these meetings WorkSafe will notify the PSA prior to any internal review, or when a proposal has been made, which is likely to result in organisational change. WorkSafe will provide kaimahi and the PSA with an opportunity to be involved in and engaged during such reviews and take their views into account before decisions are finalised.

This involvement will ideally be based on a shared understanding of understanding of the objectives of the proposed change, the desired outcomes and the options for change.

WorkSafe and the PSA recognise that WorkSafe must meet obligations under the Crown Entities Act 2004 to give effect to government policy when directed by the responsible Minister. It is acknowledged that this may limit WorkSafe's ability to engage with kaimahi and the PSA before the decision is announced.

Engagement is an ongoing process that occurs prior to decisions being made. It creates discussion between all parties, requires active input and full consideration of all points of view. The aim of this mechanism will be to reach agreement and make recommendations to management.

13.2.3. Your input

WorkSafe is committed to providing you with open and clear channels for input before change decisions are made that affect you. Your active engagement in this context means:

- Articulating a proposal for change.
- Providing affected kaimahi and the PSA with all relevant information.
- Affected kaimahi and the PSA will be engaged in the change process and given the opportunity to influence the change.
- Allowing kaimahi adequate time to consider the proposal, seek advice and respond either individually and/or through the PSA.
- Taking kaimahi and PSA input into account before making a decision.

13.2.4. Kaimahi transfer process

Where a decision has been made that will result in organisational change, WorkSafe will work with the PSA to develop agreed procedures for the management of the process, including the way in which reconfirmation and reassignment will apply. These procedures will be in accordance with both the change principles detailed in this Agreement and the kaimahi transfer process set out WorkSafe's policies that support but are not part of this Agreement.

The procedures will normally include:

- Identification of the kaimahi likely to be affected by the change.
- An effective communication process.
- A timetable for implementation.
- Provision of kaimahi support services.
- An appointment process, including reconfirmation, reassignment, and declaration of surplus/redundancy processes.
- A review mechanism.

13.2.5. Reconfirmation

Reconfirmation is where an affected kaimahi is placed in a role which is substantially the same as the current substantive role. Where there is more than one clear candidate, the process for managing the change will be through reassignment.

The reconfirmation criteria are based on the following:

- The position is similar,
- The salary band is the same,
- Terms and conditions are no less favourable, and
- The location is the same or in the same vicinity.

Any proposed reconfirmations will be discussed with you. Where you decline the proposed reconfirmation, redundancy compensation will not be available.

13.2.6. Reassignment

Once the reconfirmation process has been completed, reassignment will apply. Reassignment is where an affected kaimahi is appointed to another suitable role in WorkSafe.

Affected kaimahi may be considered for appointment to a suitable position during this stage of the change process even if they have not applied. Affected kaimahi will have preferred applicant status for suitable positions.

If you are offered a reassignment, you have the option of accepting the reassignment or outlining your reason(s) why the reassignment proposal is not suitable. If there is agreement that the proposal is unsuitable, other available options will be discussed with you. Redundancy will not usually be an option, unless there is agreement about the proposal being unsuitable in your specific case and other options are not suitable.

Redundancy will be paid if the kaimahi does not accept the offer of reassignment where the role being offered is:

- Significantly different to the kaimahi current substantive role, and/or
- The pay or other terms and conditions are reduced, and
- Where the kaimahi elects not to accept the offer of reassignment, and
- Where no other suitable roles are available for the kaimahi.

13.2.7. Equalisation allowance

If you are reassigned to a new position at a lower salary an equalisation allowance will be paid to preserve your salary at the rate paid in the old job at the time of reassignment. After discussion with you, WorkSafe will decide to either pay this as:

- a lump sum equivalent to the difference between your present salary and the new salary for 2 years (this is not abated by any subsequent salary increases), or
- an ongoing allowance equivalent to the difference between your present salary and your new salary (this is abated by any subsequent salary increases).

13.2.8. Redundancy

When all options have been exhausted, redundancy applies as the remaining option available, and if this applies you will be advised in writing. The redundancy compensation payable to you is set out in the when our working relationship ends section of this Agreement or in a 'personal to individual' letter.

13.2.9. Alternative kaimahi transfer process

WorkSafe, individuals and the PSA may agree on an alternative kaimahi transfer process to that outlined above following engagement with kaimahi who are likely to be affected by the change.

An alternative process may be used, for example, where the change proposed is localised or limited in its application and where the parties agree that the process outlined above would not manage the change in the most effective or timely way.

13.2.10. Technical redundancy

Where a kaimahi employment is being terminated by WorkSafe by reason only of the contracting out of their work, or the sale or transfer by the Agency of the whole or part of its business, nothing in this Agreement or any other agreement shall require WorkSafe to pay an kaimahi compensation for redundancy if:

- the new employer has offered the kaimahi employment in the business, or the part being contracted out, sold, or transferred, **and**
- has agreed to treat the kaimahi service with WorkSafe as if it were continuous service with that person or organisation,

and

- The conditions of employment being offered to the kaimahi by the new employer are the same as, or no less favourable than their existing conditions of employment including:
 - any service related and redundancy conditions, **and**
 - any conditions relating to superannuation under the employment being terminated,

and

- the offer of employment by the new employer is an offer to employ the kaimahi in that business either:

- in the same capacity as that in which the kaimahi was employed, **or**
- in a capacity that the kaimahi is willing to accept.

Except where section 105 of the Public Service Act 2020 applies, where a kaimahi employment with the Agency is being terminated by WorkSafe by reason only of the contracting out of their work, or the sale or transfer by WorkSafe of the whole or part of its business, then the following provisions will apply:

- WorkSafe will engage in discussions with the PSA and the new employer in relation to the new employer's willingness to offer employment, and the terms and conditions upon which the new employer may be prepared to offer employment to affected kaimahi; and
- WorkSafe will negotiate with the new employer as to the terms and conditions upon which the new employer might be prepared to allow the affected kaimahi to transfer to the new employer including whether the new employer is prepared to preserve existing pay and conditions including service-related entitlements.

14. When our working relationship ends

There are many reasons why your employment with WorkSafe may come to an end, including resignation, retirement, medical retirement, redundancy, or dismissal. At the end of your employment with WorkSafe, it is important that adequate notice is given to ensure that the handover of responsibilities is planned and managed effectively.

14.1. Notice of termination

Either you or WorkSafe may give four calendar week's written notice to terminate your employment unless a different notice period has been agreed by you in your employment letter of offer. This period of notice may be varied by mutual agreement, or a payment made in lieu of notice. In a case of serious misconduct WorkSafe may dismiss you with a lesser period of notice or without notice.

14.2. Abandonment of employment

If you are a permanent kaimahi and are absent for more than 10 working days without notification to WorkSafe and without good cause, you will be deemed to have terminated your employment without notice. WorkSafe will make all reasonable efforts to contact you during this period of absence without authorisation. Termination will not apply if you were unable, through no fault of your own, to notify WorkSafe of your absence.

14.3. Cessation on medical grounds

WorkSafe may approve your cessation for medical reasons. If you retire on this basis, you will receive a minimum payment of 65 days salary in accordance with the table below.

Table 9: Severance payments on medical grounds

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

14.4. Severance payments

If your employment is terminated due to redundancy, a severance payment equivalent to one month's base salary for each complete year of current service with WorkSafe (including WorkSafe's predecessor organisations) shall be paid. Any kaimahi with less than one complete year of current service shall receive 1 month's base salary. The maximum payment for a manager or team leader will be equivalent to 6 months' base salary, and for other kaimahi will be equivalent to 12 months base salary.

Some kaimahi may have grand-parented severance provisions from previous Collective Agreements of MED – PSA, or DoL – PSA. If you are one of these kaimahi your severance entitlement will be set out in a specific 'personal to individual' letter provided to you with a copy held on your personal file.

For ex-MED kaimahi, the more favourable of this language or the severance and cessation leave provisions of the previous MED-PSA Collective Agreement would apply.

15. How we resolve disputes

WorkSafe and the PSA aspire to promote harmony and cooperation between WorkSafe and its kaimahi as part of its high engagement, high performance approach. We therefore aim to provide effective procedures for the prompt and equitable resolution of problems which may arise from time to time in the course of employment. To maximise a satisfactory outcome for all parties, relationship or potential relationship problems will be dealt with in a fair and equitable manner between the parties directly affected at the earliest opportunity.

Employment relationship problems should not be allowed to build up or continue. You are encouraged to raise any problem so that it can be resolved effectively. The first step is a self-help option that involves identifying the real problem and issues. This requires an approach of problem solving and common sense. In this way the majority of employment relationship problems can be resolved locally, reducing the cost and time involved for all and hopefully giving greater satisfaction to the parties involved.

15.1. Definition of an employment problem

An employment relationship problem includes a personal grievance, dispute or other problem relating to your employment relationship with WorkSafe. It does not include any problem with negotiating new terms of employment.

A personal grievance needs to be raised within 90 days of the personal grievance arising or the kaimahi becoming aware of the issue. Outside the 90-day period, you can seek leave of the Employment Relations Authority to raise a grievance. If the grievance is raised outside the 90-day period, in order to be able to pursue it, you will need either the consent of WorkSafe, or the leave of the Employment Relations Authority.

15.2. Who can help with an employment relationship problem?

At all times you are entitled to seek advice and assistance from the PSA, or another support person, in raising and discussing a problem.

15.3. Internal process

An employment relationship problem should be raised and discussed with your manager as soon as possible. If you are concerned about directly approaching your manager or do not wish to speak to your manager, you can speak to, their manager or Human Resources, another manager, a PSA representative, or someone else who can assist you to deal with it. This will allow WorkSafe to deal with your concern as soon as possible.

You, WorkSafe, and the PSA will try in good faith to resolve the problem without the need for further intervention by identifying and confirming the facts of the situation and talking to each other.

If the matter was not resolved by this initial process, you should then raise the problem by writing to your manager, their manager, or Human Resources outlining the problem or grievance, covering three key points:

- Details of the problem or grievance, and
- Why you feel aggrieved, and
- What solution you seek to resolve the matter.

WorkSafe will respond in writing within 14 days, setting out its version of the facts if this differs from your view. WorkSafe will then meet with you, and any support person and/or representative you wish to have attend, within 7 days to discuss and attempt to resolve the matter.

15.4. External process

If matters cannot be resolved internally and you, or WorkSafe wishes to seek outside assistance, either party may contact the Ministry of Business Innovation and Employment which offers free information and has a dispute resolution service, which can help to resolve the problem. Contact MBIE's dispute resolution service by phone to 0800 20 90 20, or for more information refer to: <https://employment.govt.nz/resolving-problems/steps-to-resolve/mediation/>

If the problem cannot be resolved at mediation, you can refer it to the Employment Relations Authority. Refer to the following chart for further details.

Figure 2 – External problem resolution process

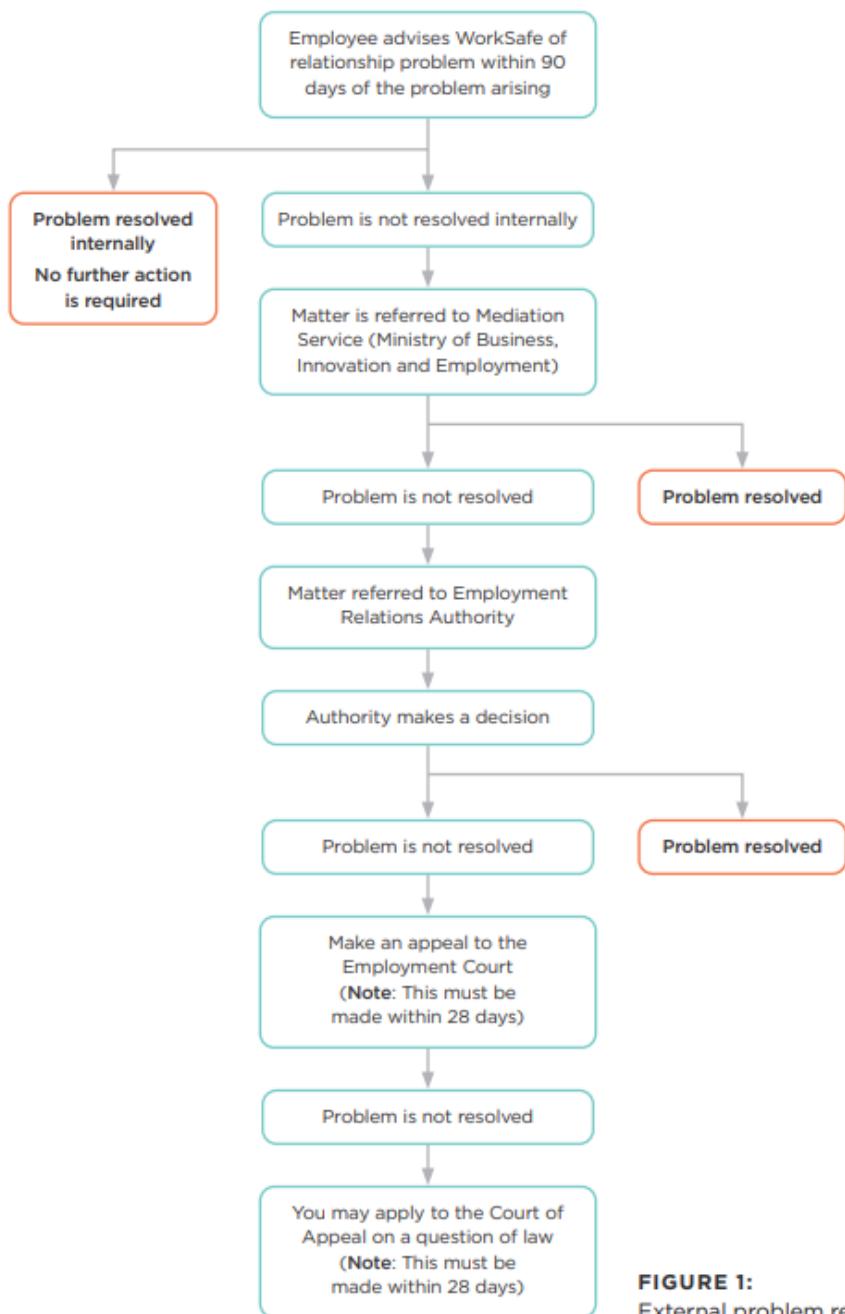


FIGURE 1:
External problem resol

16. Signatories to the Agreement

Appendix A, Appendix B, Appendix C and Appendix D form part of the Agreement

Signed for and on behalf of:

WorkSafe New Zealand by



Phil Parkes
Chief Executive
WorkSafe New Zealand

Public Service Association by



Cheryl Reynolds
Assistant National Secretary
Public Service Association

On this 9th day of August 2023

Appendix A - List of pay ranges as at 3 April 2023 and 3 April 2024

Appendix A – Job Families

Reference Market Code	Reference Market	Job Family
A	Public Sector	Administration and support Corporate (except ICT) Inspectorate Research and Intelligence Strategy and Policy
B	All Organisations	Executive assistants ICT Legal Technical specialists
C	All Organisations - Project and Programme Managers	Project and programme management
D	Industrial and Service Upper Quartile	Inspectorate - extractives
E	Industrial and Service – Chemical, Oil and Gas Industries Upper Quartile	Inspectorate - MHF, petroleum, and geothermal

Appendix A – Pay Ranges effective 3 April 2023

Pay Ranges with steps that apply from 3 April 2023 Highlighted numbers are the midpoint of the range; * is the Living Wage											
Pay Ref	Band	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Top of Range
A	11	\$54,080*	\$55,348	\$56,987	\$58,626	\$59,719	\$60,538	\$61,357			\$69,551
A	12	\$57,592	\$59,974	\$61,761	\$63,547	\$64,738	\$65,631	\$66,524			\$75,456
A	13	\$62,890	\$65,507	\$67,470	\$69,433	\$70,742	\$71,723	\$72,705			\$82,520
A	14	\$69,003	\$71,892	\$74,058	\$76,225	\$77,670	\$78,753	\$79,836			\$90,670
A	15	\$77,705	\$79,752	\$81,799	\$83,847	\$85,894	\$87,532	\$88,760	\$89,989		\$102,273
A	16	\$90,144	\$92,536	\$94,929	\$97,322	\$99,715	\$101,629	\$103,065	\$104,501		\$118,858
A	17	\$106,460	\$109,306	\$112,152	\$114,998	\$117,844	\$120,121	\$121,829	\$123,536		\$140,613
A	18	\$123,774	\$126,435	\$129,097	\$131,759	\$134,420	\$137,082	\$139,744	\$141,740	\$143,736	\$163,698
A	19	\$145,301	\$148,441	\$151,581	\$154,721	\$157,861	\$161,001	\$164,141	\$166,496	\$168,851	\$192,401
A	20	\$171,306	\$175,024	\$178,742	\$182,460	\$186,178	\$189,896	\$193,614	\$196,402	\$199,191	\$227,075
A	21	\$199,047	\$203,381	\$207,716	\$212,050	\$216,385	\$220,719	\$225,053	\$228,304	\$231,555	\$264,063
A	22	\$232,799	\$237,883	\$242,968	\$248,052	\$253,137	\$258,221	\$263,305	\$267,119	\$270,932	\$309,065
A	23	\$267,061	\$272,907	\$278,753	\$284,598	\$290,444	\$296,290	\$302,136	\$306,520	\$310,905	\$354,748
A	24	\$308,108	\$314,866	\$321,624	\$328,382	\$335,140	\$341,898	\$348,656	\$353,724	\$358,793	\$409,478
B	11	\$54,932	\$57,196	\$58,893	\$60,591	\$61,723	\$62,572	\$63,421			\$71,909
B	12	\$58,669	\$61,098	\$62,921	\$64,743	\$65,958	\$66,869	\$67,780			\$76,892
B	13	\$64,745	\$67,444	\$69,469	\$71,494	\$72,844	\$73,856	\$74,869			\$84,993
B	14	\$72,630	\$75,680	\$77,967	\$80,255	\$81,780	\$82,924	\$84,068			\$95,506
B	15	\$82,042	\$84,210	\$86,377	\$88,545	\$90,713	\$92,447	\$93,748	\$95,049		\$108,056
B	16	\$97,047	\$99,631	\$102,216	\$104,800	\$107,385	\$109,453	\$111,003	\$112,554		\$128,062
B	17	\$114,030	\$117,086	\$120,142	\$123,199	\$126,255	\$128,700	\$130,534	\$132,368		\$150,706
B	18	\$132,727	\$135,588	\$138,448	\$141,309	\$144,169	\$147,030	\$149,891	\$152,036	\$154,182	\$175,636
B	19	\$157,012	\$160,412	\$163,812	\$167,212	\$170,613	\$174,013	\$177,413	\$179,963	\$182,514	\$208,016
B	20	\$184,699	\$188,715	\$192,730	\$196,746	\$200,761	\$204,777	\$208,793	\$211,804	\$214,816	\$244,932
C	13	\$64,911	\$67,618	\$69,649	\$71,679	\$73,033	\$74,048	\$75,063			\$85,215
C	14	\$72,081	\$75,107	\$77,377	\$79,646	\$81,159	\$82,294	\$83,428			\$94,775
C	15	\$82,143	\$84,314	\$86,485	\$88,655	\$90,826	\$92,563	\$93,865	\$95,167		\$108,191
C	16	\$98,743	\$101,375	\$104,007	\$106,638	\$109,270	\$111,375	\$112,954	\$114,534		\$130,324
C	17	\$113,104	\$116,135	\$119,166	\$122,196	\$125,227	\$127,652	\$129,470	\$131,288		\$149,472
C	18	\$131,941	\$134,784	\$137,628	\$140,471	\$143,314	\$146,157	\$149,000	\$151,132	\$153,265	\$174,588
C	19	\$155,470	\$158,836	\$162,202	\$165,568	\$168,934	\$172,300	\$175,666	\$178,191	\$180,715	\$205,960
C	20	\$184,257	\$188,263	\$192,269	\$196,275	\$200,280	\$204,286	\$208,292	\$211,296	\$214,300	\$244,343
D	15	\$94,096	\$96,599	\$99,102	\$101,604	\$104,107	\$106,109	\$107,611	\$109,112		\$124,128
D	16	\$111,256	\$114,235	\$117,214	\$120,194	\$123,173	\$125,556	\$127,344	\$129,132		\$147,008
D	17	\$131,260	\$134,795	\$138,330	\$141,865	\$145,400	\$148,228	\$150,349	\$152,470		\$173,680
D	18	\$152,494	\$155,794	\$159,093	\$162,393	\$165,693	\$168,993	\$172,293	\$174,768	\$177,243	\$201,992
D	19	\$177,034	\$180,879	\$184,724	\$188,570	\$192,415	\$196,260	\$200,105	\$202,989	\$205,873	\$234,712
D	20	\$213,743	\$218,404	\$223,065	\$227,726	\$232,387	\$237,048	\$241,709	\$245,205	\$248,700	\$283,658
E	15	\$110,658	\$113,621	\$116,584	\$119,546	\$122,509	\$124,879	\$126,657	\$128,434		\$146,211
E	16	\$128,144	\$131,593	\$135,041	\$138,490	\$141,938	\$144,697	\$146,766	\$148,835		\$169,526
E	17	\$146,907	\$150,877	\$154,847	\$158,816	\$162,786	\$165,962	\$168,344	\$170,725		\$194,543
E	18	\$186,748	\$190,809	\$194,870	\$198,931	\$202,992	\$207,053	\$211,114	\$214,160	\$217,206	\$247,664
E	19	\$183,244	\$187,227	\$191,210	\$195,194	\$199,177	\$203,160	\$207,143	\$210,131	\$213,118	\$242,992
E	20	\$252,326	\$257,845	\$263,363	\$268,881	\$274,400	\$279,918	\$285,436	\$289,575	\$293,714	\$335,102

Appendix A – Pay Ranges effective 3 April 2024

Pay Ranges with steps that apply from 3 April 2024 Highlighted numbers are the midpoint of the range; * is the Living Wage											
Pay Ref	Band	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Top of Range
A	11	\$55,192	\$57,348	\$58,987	\$60,626	\$61,719	\$62,538	\$63,357			\$71,638
A	12	\$59,592	\$61,974	\$63,761	\$65,547	\$66,738	\$67,631	\$68,524			\$77,720
A	13	\$64,890	\$67,507	\$69,495	\$71,516	\$72,865	\$73,875	\$74,887			\$84,996
A	14	\$71,074	\$74,049	\$76,280	\$78,512	\$80,001	\$81,116	\$82,232			\$93,391
A	15	\$80,037	\$82,145	\$84,253	\$86,363	\$88,471	\$90,158	\$91,423	\$92,689		\$105,342
A	16	\$92,849	\$95,313	\$97,777	\$100,242	\$102,707	\$104,678	\$106,157	\$107,637		\$122,424
A	17	\$109,654	\$112,586	\$115,517	\$118,448	\$121,380	\$123,725	\$125,484	\$127,243		\$144,832
A	18	\$127,488	\$130,229	\$132,970	\$135,712	\$138,453	\$141,195	\$143,937	\$145,993	\$148,049	\$168,609
A	19	\$149,661	\$152,895	\$156,129	\$159,363	\$162,597	\$165,832	\$169,066	\$171,491	\$173,917	\$197,801
A	20	\$176,446	\$180,275	\$184,105	\$187,860	\$191,578	\$195,296	\$199,014	\$201,802	\$204,591	\$232,475
A	21	\$204,447	\$208,781	\$213,116	\$217,450	\$221,785	\$226,119	\$230,453	\$233,704	\$236,955	\$269,463
A	22	\$238,199	\$243,283	\$248,368	\$253,452	\$258,537	\$263,621	\$268,705	\$272,519	\$276,332	\$314,465
A	23	\$272,461	\$278,307	\$284,153	\$289,998	\$295,844	\$301,690	\$307,536	\$311,920	\$316,305	\$360,148
A	24	\$313,508	\$320,266	\$327,024	\$333,782	\$340,540	\$347,298	\$354,056	\$359,124	\$364,193	\$414,878
B	11	\$56,932	\$59,196	\$60,893	\$62,591	\$63,723	\$64,572	\$65,421			\$74,067
B	12	\$60,669	\$63,098	\$64,921	\$66,743	\$67,958	\$68,876	\$69,814			\$79,199
B	13	\$66,745	\$69,468	\$71,554	\$73,639	\$75,030	\$76,072	\$77,116			\$87,543
B	14	\$74,809	\$77,951	\$80,307	\$82,663	\$84,234	\$85,412	\$86,591			\$98,372
B	15	\$84,504	\$86,737	\$88,969	\$91,202	\$93,435	\$95,221	\$96,561	\$97,901		\$111,298
B	16	\$99,959	\$102,620	\$105,283	\$107,944	\$110,607	\$112,737	\$114,334	\$115,931		\$131,904
B	17	\$117,451	\$120,599	\$123,747	\$126,895	\$130,043	\$132,561	\$134,451	\$136,340		\$155,228
B	18	\$136,709	\$139,656	\$142,602	\$145,549	\$148,495	\$151,441	\$154,388	\$156,598	\$158,808	\$180,906
B	19	\$161,723	\$165,225	\$168,727	\$172,229	\$175,732	\$179,234	\$182,736	\$185,362	\$187,914	\$213,416
B	20	\$190,099	\$194,115	\$198,130	\$202,146	\$206,161	\$210,177	\$214,193	\$217,204	\$220,216	\$250,332
C	13	\$66,911	\$69,647	\$71,739	\$73,830	\$75,224	\$76,270	\$77,315			\$87,772
C	14	\$74,244	\$77,361	\$79,699	\$82,036	\$83,594	\$84,763	\$85,931			\$97,619
C	15	\$84,608	\$86,844	\$89,080	\$91,315	\$93,551	\$95,340	\$96,681	\$98,023		\$111,437
C	16	\$101,706	\$104,417	\$107,128	\$109,838	\$112,549	\$114,717	\$116,343	\$117,971		\$134,234
C	17	\$116,498	\$119,620	\$122,741	\$125,862	\$128,984	\$131,482	\$133,355	\$135,227		\$153,957
C	18	\$135,900	\$138,828	\$141,757	\$144,686	\$147,614	\$150,542	\$153,470	\$155,666	\$157,863	\$179,826
C	19	\$160,135	\$163,602	\$167,069	\$170,536	\$174,003	\$177,469	\$180,936	\$183,537	\$186,115	\$211,360
C	20	\$189,657	\$193,663	\$197,669	\$201,675	\$205,680	\$209,686	\$213,692	\$216,696	\$219,700	\$249,743
D	15	\$96,919	\$99,497	\$102,076	\$104,653	\$107,231	\$109,293	\$110,840	\$112,386		\$127,852
D	16	\$114,594	\$117,663	\$120,731	\$123,800	\$126,869	\$129,323	\$131,165	\$133,006		\$151,419
D	17	\$135,198	\$138,839	\$142,480	\$146,121	\$149,762	\$152,675	\$154,860	\$157,045		\$178,891
D	18	\$157,069	\$160,468	\$163,866	\$167,265	\$170,664	\$174,063	\$177,462	\$180,012	\$182,561	\$207,392
D	19	\$182,346	\$186,279	\$190,124	\$193,970	\$197,815	\$201,660	\$205,505	\$208,389	\$211,273	\$240,112
D	20	\$219,143	\$223,804	\$228,465	\$233,126	\$237,787	\$242,448	\$247,109	\$250,605	\$254,100	\$289,058
E	15	\$113,978	\$117,030	\$120,082	\$123,133	\$126,185	\$128,626	\$130,457	\$132,288		\$150,598
E	16	\$131,989	\$135,541	\$139,093	\$142,645	\$146,197	\$149,038	\$151,169	\$153,301		\$174,612
E	17	\$151,315	\$155,404	\$159,493	\$163,581	\$167,670	\$170,941	\$173,395	\$175,847		\$199,943
E	18	\$192,148	\$196,209	\$200,270	\$204,331	\$208,392	\$212,453	\$216,514	\$219,560	\$222,606	\$253,064
E	19	\$188,644	\$192,627	\$196,610	\$200,594	\$204,577	\$208,560	\$212,543	\$215,531	\$218,518	\$248,392
E	20	\$257,726	\$263,245	\$268,763	\$274,281	\$279,800	\$285,318	\$290,836	\$294,975	\$299,114	\$340,502

Appendix A – Trainee Inspector and Inspector I rates

Rates for Trainee Inspector and Inspector I levels	Percentage of prevailing Band 16A Benchmark salary rate as at 1 July 2022	3 April 2023	3 April 2024
Starting Rate for Trainee Inspector	73% (\$69,872)	\$4,000 (\$73,872)	3% (\$2217) (\$76,089)
Starting Rate for Inspector I	80% (\$76,572)	\$4,000 (\$80,572)	3% (\$2418) (\$82,990)
Inspector I + 6 months, subject to performance	83% (\$79,443)	\$4,000 (\$83,443)	3% (\$2504) (\$85,947)
Inspector I + 12 months, subject to performance	87% (\$83,272)	\$4,000 (\$87,272)	3% (\$2619) (\$89,891)

Appendix B - Draft Personal to Individual Letter

Grand-parented provisions for some former Ministry of Economic Development (MED) and some Department of Labour (DoL) employees.

The WorkSafe / PSA Collective Agreement 2014 made provisions that provided the protection of grand-parented provisions for specific PSA members by way of letters.

'Personal to Individual' which sets out those entitlements. It is the intention of WorkSafe and the PSA that these Employment Conditions 'Personal to Individual' will not be amended by future bargaining unless required by legislation.

[Date]	EXAMPLE ONLY
Name	
Address	
 <p>Dear Name,</p> <p>Employment conditions "Personal to Individual"</p> <p>As part of the settlement of the Collective Agreement between WorkSafe New Zealand and the Public Service Association arrangements include providing for specified employees an individual letter setting out Employment Conditions "Personal to Individual".</p> <p>As you have an entitlement to certain "grand-parented" conditions from the [Department of Labour – PSA 2010 Collective Agreement or Ministry of Economic Development – PSA Collective Agreement] this arrangement applies to you.</p> <p>The specific conditions you have available are set out in the attached schedule. To ensure that a record of this arrangement is kept available the following steps are in place:</p> <ol style="list-style-type: none">1. A copy of this letter will be retained on your personal file held within Human Resources.2. WorkSafe will maintain a record within Human Resources noting which employees have Employment Conditions "Personal to Individual". <p>If you have any queries about this letter or the contents of the attached schedule please contact {insert contact} Human Resources, or {insert contact}, PSA Organiser. If any amendments are necessary they will be agreed between you, WorkSafe and the PSA and an updated letter provided to you.</p> <p>It is the intention of WorkSafe and the PSA that these Employment Conditions "Personal to Individual" will not be amended by future collective bargaining processes.</p> <p>You should note however that future acceptance by you of a different position outside of the Collective Agreement coverage or an Individual Employment Agreement may see these conditions cease. Any such change will be made clear in the employment offer / Agreement provided to you for acceptance.</p> <p>Yours sincerely</p> <p>Manager's name Manager's position</p>	

Appendix C - PSA Members Only Benefit

There will be a member only benefit of a \$500 gross payment on ratification of the Collective Agreement. To be eligible for this benefit kaimahi must be a member on ratification date.

Appendix D - WorkSafe and PSA further commitments

(1) A remuneration forum will be established and work collaboratively on market data, premium ranges, etc. in out years.

(2) Range structure design - to be completed as proposed in the Joint Remuneration Working Group Heads of Agreement (HOA) dated 13 May 2022 – ‘Appendix 2 – Review of Range Structure and Appendix 2b – Plan for reviewing Reference Market and Banding Structure’. This joint working group aims to develop a new pay range structure, a plan for translating employees to it, auditing job evaluations and steps to rectify if required. Details of Review of Range Structure outlined as Attachment One to this Variation Agreement.

(3) Low in Range - WorkSafe and PSA agree to a joint working group to consider potential additional step adjustments for the 2023 remuneration review for employees who are low in their pay range as a direct result of cumulative years of low pay matrix values prior to 2021. This work will require much of the data gathering and analysis work of the Reference Market and Range Structure Review as an input to deliberations.

Details of Review of Range Structure

Reference Market Code	Reference Market	Job Families	Bands
A	Public Sector	Administration and support Corporate (except ICT) Inspectorate Research and Intelligence Strategy and Policy	11 to 24
B	All Organisations	Executive assistants ICT Legal Technical specialists	11 to 20
C	All Organisations – Project and Programme Managers	Project and programme management	13 to 20
D	Industrial and Service Upper Quartile	Inspectorate - extractives	15 to 20
E	Industrial and Service – Chemical, Oil and Gas Industries Upper Quartile	Inspectorate - MHF, petroleum, and geothermal	15 to 20

Aiming for flexibility to make changes in the future to meet needs to recruit and retain employees for the work WorkSafe needs to be done.

WorkSafe and PSA agree to a joint working group to undertake the work outlined in the indicative plan (see Appendix 2b), with a proposed new range structure and a plan for translating employees from the old to the new structure.

Changes that are envisaged in the new range structure include:

- Job families to be replaced by a list of the jobs that are placed in each reference market (increased transparency and clarity)
- A review of each of the current reference markets and the jobs to be included
- Auditing job evaluations for consistency and taking steps to rectify if needed

The translation of employees to a new remuneration structure will not decrease the salary of any employee.

WorkSafe and the PSA acknowledge that future revisions to the range structure may need to be made as the nature of the jobs in WorkSafe, and the realities of the external markets in which these jobs exist, change over time. Changes to the remuneration structure will be agreed as part of a new collective agreement, or by variation to the collective agreement.

WorkSafe and PSA agree to the following principles for necessary changes to the remuneration structure:

- WorkSafe's remuneration structure needs to support the recruitment and retention of the skills, knowledge and experience needed to achieve WorkSafe's outcomes.
- New and revised jobs will need to be added to the remuneration structure on an ongoing basis.
- Processes will be developed that allow PSA involvement in decisions about the remuneration structure on an ongoing basis.