

OC230952

6 December 2023

Tēnā koe [REDACTED]

I refer to your email dated 8 November 2023, requesting the following under the Official Information Act 1982 (the Act):

["To whom it may concern

Official Information Act request: Policies and procedures relating to parental leave

The Government Women's Network is drafting a report which:

- *Outlines the legislative obligations placed on agencies in regards to parental leave and employee entitlements.*
- *Highlights any policies and procedures in existence at agencies that relate to parental leave and support provided to parents returning to work following the arrival of a child to their family.*
- *Provides a summary of the experience of employees who are returning to work following the arrival of a child to their family.*

The purpose of this project is to highlight what is happening across government regarding support and information provided to those employees who are undertaking parental leave and returning to work. The objective is to provide an outline for agencies about what is happening across government so they can replicate what is working and examine whether there are improvements they can make to support their employees. The incentive for agencies is to demonstrate that the wellbeing of their employees is a priority and that they have mechanisms of support in place for employees who take time away from their workplace to care for a dependent child.

We propose to inform the report through two sources of information:

- *An Official Information Act request to agencies for information about their policies and procedures*
- *A survey of GWN members about their experiences leaving and returning to their workplace following the arrival of a child in their family.*

Please supply the following information under the Official Information Act (OIA):

- *A summary of support, information and entitlements you provide to your employees who take parental leave and return to work at your agency; and*
- *Copies of policies and procedures at your agency that relate to information and support provided to employees who take parental leave and return to work.*

Ngā mihi

Monique Esplin

On behalf of the Government Women's Network Steering Committee"].

Seven documents fall within the scope of your request and are enclosed. The documents are listed in the document schedule attached as Annex 1.

To answer your request to provide “ *A summary of support, information and entitlements you provide to your employees who take parental leave and return to work at your agency;*” the Ministry adheres to the Employment Protection Act 1987 and parental leave eligibility, entitlements and associated Amendments are based from this. As well as the Ministry's guidelines and policies that are provided to its people, the employees under either an Individual Employment Agreement (IEA) or Collective Employment Agreement (CEA) contract are supported by clauses outlining their rights to parental leave, ex-gratia payment, paid partners leave, annual leave accrual, other leave entitlements under the Holidays Act 2003 and the Ministry's flexible working policies. These guidelines and entitlements support the employee before and while becoming a parent and their reintegration back to work.

You have the right to seek an investigation and review of this response by the Ombudsman, in accordance with section 28(3) of the Act. The relevant details can be found on the Ombudsman's website www.ombudsman.parliament.nz

The Ministry publishes our Official Information Act responses and the information contained in our reply to you may be published on the Ministry website. Before publishing we will remove any personal or identifiable information.

Nāku noa, nā



Suzanne Williams
Kaiwhakahaere | Manager
Te Rōpū Pūmanawa Tangata | Human Resources
Te Kāhui Tangata | Corporate Services

Annex 1 - Document Schedule

Doc#	Date	Document	Decision on release
1	October 2020	OC230952 Parental Leave Guidelines October 2020	Released in full.
2	November 2020	OC230952 Leave Policy – FINAL – November 2020	Released in full.
3	Updated April 2022	OC230952 Leave Guidelines – FINAL	Released in full.
4	1 February 2023 – 14 March 2025	OC230952 MoT and PSA CEA 2023 – 2025 signed March	Released in full.
5	16 March 2023	OC230952 Individual Employment Agreement – Non- Management Staff – 16 March 2023 AS	Released in full.
6	2023	OC230952 TMW-Flexible-working- guidance-2023	Released in full.
7	2023	OC230952 TMW-working-policy-2023	Released in full.

Parental Leave Guidelines

Introduction

Parental leave is the overall term that covers all leave taken before, during and after the birth, adoption or becoming the primary person responsible for the care of a child. It covers primary carer leave, partner's leave, special leave, extended leave and negotiated carer leave. The Ministry provides both paid and unpaid parental leave options.

These guidelines provide employees and managers with information and guidance on an employee's eligibility and entitlement to parental leave, and the arrangements for parental leave including the Ministry's ex-gratia payment. It also provides information about the government's paid parental leave scheme.

Parental leave eligibility and entitlement is based on the Parental Leave and Employment Protection Act 1987 and associated Amendments.

These guidelines apply to all permanent employees employed by the Ministry. Fixed-term and casual employees are also covered by this policy, except for the ex-gratia payment after return to work.

Eligibility

(Note: this section refers to eligibility for parental leave, not the Inland Revenue parental leave payments)

1. An employee employed on a permanent employment agreement is eligible for parental leave if:
 - the employee or their spouse or partner are having a baby
 - they are assuming permanent care and upbringing of a child under the age of six including adoption, Home for Life parents, whāngai, grandparents etc, but not foster or temporary care
 - they work for the Ministry for an average of 10 hours or more per week for at least the previous six months
2. An employee employed on a fixed-term or casual employment agreement is eligible for parental leave if:
 - the employee or their spouse or partner are having a baby
 - they are assuming permanent care and upbringing of a child under the age of six including adoption, Home for Life parents, whāngai, grandparents etc, but not foster or temporary care
 - they have worked for the Ministry for an average of 10 hours or more a week for at least the last six months before the baby's due date or the date they will become responsible for the permanent care of a child under six.
3. Only an employee's current service with the Ministry is recognised for parental leave eligibility. Any previous service that may be recognised for other leave entitlements is not considered.
4. When employees have previously taken parental leave, they must have returned to work for at least six months before they are eligible for parental leave for another child.
5. Employees are not eligible for parental leave if they:
 - have been employed for less than an average of 10 hours per week
 - have not worked for at least six months since they returned from a previous period of parental leave

- are employed on a fixed-term or casual employment agreement and have not worked for the Ministry for six months.

Length of parental leave

6. The length of parental leave employees are able to apply for, subject to meeting the eligibility criteria, is:

Length of service at the Ministry at the baby's due date or the date of becoming the primary carer of a child under six	Maximum period of parental leave that may be requested
Employee with six months service but less than 12 months service	6 months
Employee with 12 months or more service	12 months
Employee with less than six months service	Nil may apply for negotiated carers leave

Types of leave

7. Parental leave covers five different types of leave:
- primary carer leave
 - partner's leave
 - extended leave
 - special leave
 - negotiated carer leave
8. An employee may take parental leave exclusively or share it with their spouse/partner, either concurrently or consecutively. The total leave taken between both parents cannot exceed the overall maximum entitlement (see table above).
9. Where two or more children are born or adopted at one time, only one period of parental leave is available.

Primary carer leave

10. Primary carer leave is available to:
- female employees who are having a baby, or her spouse or partner if they have all or part of the birth mother's parental leave payments transferred to them
 - employees who are going to have the primary responsibility for the care, development and upbringing of a child under six years on a permanent basis; this may be through adoption or whangai (but it doesn't include on a foster care or other temporary care basis). If the employee has a spouse or partner they need to choose who will be the primary carer.
11. Primary carer leave can be taken for up to 26 weeks and must be taken in one continuous period. Primary care leave can't be taken if the employee has already taken any period of parental leave or similar leave in relation to that child.
12. Primary carer leave begins:
- on the due date or the date childbirth starts, or
 - the date the employee becomes the primary carer of a child, or
 - any time up to six weeks earlier as agreed with the employee's manager.

13. Primary carer leave may start earlier than six weeks if the employee is directed to take leave either by a doctor, midwife or their manager. If an employee is directed to start their primary carer leave early they may still take 12 weeks' primary carer leave after the birth even if this means that they take more than 26 weeks primary carer leave. In this situation the additional weeks of primary carer leave is not included in the calculation of the amount of extended leave available.

Partner's leave

14. An employee who is a spouse or partner who meets the parental leave eligibility criteria may take:
- one week's paid partner's leave if they have been employed by the Ministry for at least 26 weeks (but less than 52 weeks)
 - two weeks paid partner's leave if they have been employed by the Ministry at least 52 weeks.
15. Partner's leave:
- must be taken in one continuous period
 - may start up to 21 days before the due date of the baby, or the date their spouse or partner becomes the primary carer for a child under six
 - ends 21 days after the baby is born (or the day the baby is discharged from hospital if this is longer than 21 days) or the date their partner or spouse becomes the primary carer for a child
 - as agreed with the employee's manager.
16. An employee cannot take partner's leave if:
- they are the biological mother and they have transferred their parental leave payment entitlements to their spouse or partner
 - the employee is the partner or spouse of the child's biological mother and the parental leave payment entitlement is transferred to the employee.

Extended leave

17. Extended leave is unpaid leave. It is the total leave an employee is eligible for less any primary carer leave taken.
18. The amount of extended leave that an employee may take depends on whether each parent meets either the six month or 12 month time criteria. Extended leave may be shared by two parents who both meet the criteria, and they can take it at the same time or one after the other:
- Employees who meet the 12 month criteria may take up to 52 weeks extended leave (less the number of weeks primary carer leave taken, up to 26 weeks). If two parents are sharing the leave and they both meet the 12 month criteria, then they share this amount.
 - Employees who meet the six month criteria may take up to 26 weeks in total (less the number of weeks primary carer leave taken, up to 26 weeks). If two parents are sharing the leave and they both meet the six month criteria, then they share this amount.
 - If one parent meets the 12 month criteria and the other parent meets the six month criteria, then the person who has only worked for six months cannot take more than 26 weeks of the total 52 weeks (less the number of weeks primary carer leave taken up to 26 weeks) available to the couple.
19. The one or two weeks of partner's leave is not included in the 26 week or 52 week extended leave period.

20. An employee may take extended leave over one or more periods as agreed with their manager i.e. finish your primary carer or partner's leave, go back to work, and then take extended leave later.
21. Employees can start extended leave:
- at any time after the end of primary carer leave, or
 - at any time after the end of partner's leave, or
 - on any date agreed with the Ministry, or
 - if an employee can take primary carer or partner's leave but chooses not to, then they can start extended leave either when the baby is born, or the date the employee or their spouse or partner becomes the primary carer in respect of the child in all other cases.
22. For an employee (and/or their spouse or partner) who meets the 12 month criteria, extended leave ends at the:
- date the child turns one year if the child is born to the employee or their spouse or partner, or
 - 12 months' anniversary of the employee or their spouse or partner becoming the primary carer in respect of the child.
23. For an employee who only meets the six month criteria (and whose spouse or partner doesn't meet the twelve month criteria), extended leave ends at the:
- date the child turns six months if the child is born to the employee or their spouse or partner, or
 - six months from the date the employee or their spouse or partner became the primary carer of the child.

Special leave

24. A pregnant employee may take up to 10 days' unpaid special leave for pregnancy-related reasons such as antenatal classes, scans or midwife appointments.

Negotiated carer leave

25. If an employee will be the primary carer of the child but is not eligible for primary carer leave they may request negotiated carer leave.
26. Negotiated carer leave is unpaid leave that enables an employee to care for their child and receive the government funded parental leave payments.
27. A request for negotiated carer leave should be made at least three months before the expected date of delivery or at least 14 days before the date on which the employee will become the primary carer of a child.
28. If the Ministry is unable to approve the request for negotiated carer leave, the employee will be provided with a written explanation for the reason(s) why.

Requesting parental leave

29. An employee or their partner having a baby will give at least three month's written notice of their intention to take parental leave by completing the Parental Leave Application form.
30. If neither the employee, their spouse or partner are having a baby but are going to be the permanent primary carer of a child under 6 years, they should let their manager know as soon as possible when it is likely to happen, but give a minimum of 14 days notice before they want to commence parental leave.
31. The application must include the total period of parental leave being requested and if that includes taking extended leave over one or more periods.

32. If an employee is sharing any part of their parental leave with their spouse or partner, the application will also state:
- the dates on which the employee and their spouse or partner plan to start and finish each period of leave
 - their spouse or partner's name and, if they are an employee, the name and address of their employer
 - that the employee and their spouse or partner are both eligible for the leave the employee is applying for
 - that the total amount of leave the employee and their spouse or partner are taking will not be more than the total amount of parental leave eligible for (not counting any partner's leave being taken).
33. Having received an application for parental leave, Ministry will reply, in writing, within 21 days providing the following information:
- confirmation the employee is entitled to take parental leave
 - confirmation of the date for starting parental leave and the periods in which parental leave will be taken
 - whether the employee's job can or cannot be kept open.
34. Once approved, the employee should lodge their parental leave and any annual leave via Jadestar.

Job protection

35. An employee's job is held open while they are on parental leave and the employee returns to that job, unless alternative arrangements are agreed.
36. If a job will not be held open the Ministry must prove that the job is critical and that it would not be possible to find a temporary replacement for the employee. An employee may dispute the decision that a job will not be held open.
37. If a job will not be held open the employee is given preference over other applicants, for similar vacant jobs, for a period of 26 weeks beginning on the day after parental leave ends.
38. Where an employee is temporarily replacing someone on parental leave, that employee must be advised in writing, that they are employed on a temporary basis to cover parental leave and that the employee may return from parental leave early.
39. Where a management of change situation involves the job of an employee on parental leave, the management of change provisions in the employment agreement apply as they would to any other employee.

Keeping in touch days

40. An employee may undertake up to 40 hours paid work during a period of paid parental leave as long as the paid work is not undertaken within 28 days after the date of birth of the child.
41. If an employee works more than 40 hours during a period of paid parental leave or in the first 28 days after the birth of a child their paid parental leave payments will cease.

Effect of parental leave on leave provisions

42. Taking parental leave affects an employee's leave provisions – specifically the payment of annual leave and accrual of long service leave.
43. Employees continue to accrue annual holidays during a period of parental leave in accordance with the Parental Leave and Employment Protection Act (PLEPA).

44. In addition to the legislative requirements the Ministry will pay for annual holidays accumulated during the parental leave period at the employee's ordinary rate of pay according to the employee's base salary at the time of going on parental leave, exclusive of any allowances or additional payments that may have been paid during the period prior to taking parental leave. If PLEPA provides for a higher rate of pay, then that rate will apply.
45. If an employee resigns during a period of parental leave the payment for any untaken annual holiday entitlement will be paid in accordance with the statutory minimum.
46. If an employee resigns during their first 12 months back at work following a period of parental leave, any untaken annual holiday entitlement will be paid in accordance with the statutory minimum.
47. An employee on parental leave does not receive payment for any public or Ministry holidays that occur during their parental leave.

Inland Revenue paid parental leave scheme

48. Inland Revenue administers a paid parental leave scheme. More information about the scheme can be found on ird.govt.nz.
49. An employee applies for paid parental leave by filling in the application form (IR880 Paid Parental Leave available from ird.govt.nz). Human Resources will complete the employer section and give the form back to the employee to forward to Inland Revenue.
50. If an employee decides not to return to work during the period they are receiving the paid parental leave payment, their payment continues up to a maximum of 26 weeks. If an employee decides not to return to work at the end of their parental leave they do not repay the paid parental leave payment.

Returning to work after parental leave

51. An employee must advise their manager, in writing, no later than 21 days before their parental leave ends whether or not they will be returning to work.
52. An employee returning from parental leave may request to work reduced hours.
53. While agreement to the employee returning to work on reduced hours cannot be guaranteed, the Ministry will endeavour to accommodate the employee either by agreeing to the request or by reaching agreement with the employee on some other part-time arrangement. Any agreement by the Ministry may include timeframes around the employee's return to full-time employment.
54. An employee may use annual leave accumulated during parental leave to help transition back to work, e.g. using annual leave each week or at regular intervals. It is expected the annual leave entitlement earned during a period of parental leave will be utilised within the first 12 months following a member's return to work.
55. Parental leave may end early in the following circumstances:
 - the employee suffers a miscarriage
 - the child is stillborn or dies
 - the employee or their spouse or partner ceases to be the primary carer of the child
 - the manager agrees to an early return to work (this may be conditional on a medical certificate stating that the employee is fit to return to work).
56. If an employee decides not to return to work at the end of their parental leave, their employment is considered to have ended on the day they started parental leave.

Ex-gratia payment

57. The purpose of the ex-gratia payment is to encourage employees to return to work following parental leave.
58. Permanent employees who return to work at the end of their parental leave and complete a further six months service qualify for an ex-gratia payment.
59. The ex-gratia payment is equivalent to 30 days pay based on the employee's normal rate of base salary on the first day back at work.
60. The ex-gratia payment for employees who take less than 30 working days parental leave will receive a pro-rata payment based on the actual number of working days leave taken.
61. The ex-gratia payment is pro-rated for part-time employees.
62. The ex-gratia payment is paid as a lump sum after the completion of six months service after returning from parental leave. Employees are responsible for completing the Ex-gratia payment application form and sending this to Human Resources.
63. The ex-gratia payment will not be paid if an employee's partner receives a similar payment from the Ministry or another state sector employer.
64. An employee who temporarily reduces their hours before taking parental leave may still be entitled to a full payment of the ex-gratia.

Related documents, legislation and websites

The following documents are relevant to these guidelines:

- Leave policy
- Leave guidelines
- Parental Leave Application Form
- Parental Leave Checklist for Managers / Parental Leave Checklist for Employees
- Flexible Working policy

The following legislation is relevant to these guidelines.

- [Holidays Act 2003](#)
- [Parental Leave and Employment Protection Act 1987](#)
- [Parental Leave & Employment Protection \(Paid Parental Leave\) Amendment Act 2002](#)
- [The Employment Relations \(Flexible Working Arrangement\) Amendment Act 2007](#)
- [Employment Relations Act 2000](#)

Other information:

- [Ministry of Business, Innovation and Employment leave information](#)
- [Parental Leave Eligibility Tool](#)



Leave Policy

Purpose

1. The purpose of this policy is to provide a framework for the granting and administration of various types of leave, and to manage absences in accordance with employment agreement entitlements, legislative requirements and operational needs.
2. This policy provides clarification on the leave available to Ministry of Transport (Ministry), employees, namely:
 - a. [annual](#)
 - b. [sick](#)
 - c. [Tangihanga/bereavement](#)
 - d. [long service](#)
 - e. [leave without pay](#)
 - f. [parental leave](#)
 - g. [Ministry holidays](#)
 - h. [public holidays](#)
 - i. [family violence leave](#)
 - j. [wellness leave](#)
 - k. [jury service or witness leave](#)
 - l. [defence force, civil defence, search and rescue, fire fighting \(volunteer\)](#)
 - m. [volunteer leave](#)
 - n. [time off in lieu \(TOIL\)](#)
 - o. [study leave](#)

Scope

3. This policy applies to all employees of the Ministry of Transport.
4. Entitlements may differ based on contract type e.g. fixed-term or casual. These are highlighted within this policy and in our employment agreements.

Policy Statement

5. The Ministry is committed to providing, where practicable, leave that enables employees to achieve balance between work and home lives, manage and protect their health and wellbeing, take opportunities for rest and recreation, contribute to wider family/whanau responsibilities and participate in community activities.
6. Paid leave entitlements are specified by legislation and our employment agreements. The Ministry has a number of different employment agreements in place. When reading this policy, it is important that employees consult the relevant section (s) of their employment agreement. Where there is a discrepancy between this policy and the provisions of the employment agreement (i.e. the employment agreement is more generous), the provisions of the employment agreement will apply.
7. Nothing in this policy limits rights or obligations under the Holidays Act 2003.

8. The Ministry recognises prior service for the purpose of annual leave, sick leave and long service leave entitlements as specified in the First Schedule of the State Sector Act 1988, and with any Crown Entity (excluding District Health Boards, and the Education service as defined in the State Sector Act 1988).

Principles and Guidelines

9. The Ministry trusts that you will come into work when expected and that you will only be absent from work for genuine reasons.
10. Leave management is a shared responsibility. You are encouraged to manage your leave entitlements, give as much notice as possible when applying for leave, and make sure that all leave you take is recorded through Jadestar – the payroll and leave tracking system.
11. All leave requests will be considered taking into account the needs of the Ministry and the circumstances of the employee.
12. All leave types, except sick leave and bereavement, require prior authorisation by an appropriate person, which is usually your manager.
13. When absent from work due to sickness or bereavement, you are required to advise your manager on the first work day that you will be absent, preferably before you are due to start work but as early as possible or as agreed/requested by your manager.
14. Taking leave without prior approval or failure to notify your manager that you will not be at work (without good reason) may be treated as unauthorised absence.
15. If circumstances change and you no longer wish, or are able, to take approved leave, you may cancel the request via Jadestar, except where the leave is part of an agreed leave plan, or you have been directed by your manager to take leave to reduce an excessive leave balance.
16. Separate '**Leave Guidelines**' and '**Parental Leave Guidelines**' provide further guidance on considerations for applying and approving leave.

Definitions and Entitlements

17. The definitions used in this policy and entitlement to leave is outlined below:

Term	Definition
Annual leave	<p>Annual leave is primarily intended for rest and recreation but there may be instances where it is used to supplement other types of paid leave.</p> <p>The standard annual leave entitlement is four weeks after each complete year of service (usually every 12 months from the anniversary date of commencing employment). Annual leave begins accruing from the date of starting employment. After five years recognised service, annual leave entitlement is four weeks and two days. Annual leave entitlement for part time employees is calculated on a pro-rata basis.</p> <p>Casual employees typically receive holiday pay calculated as a percentage of their gross earnings in accordance with the Holidays Act 2003.</p>
Sick leave (domestic leave)	<p>Sick leave can be taken when an employee, or someone who depends on them for care, is sick or injured.</p> <p>The standard sick leave entitlement is 10 days per year. After two years recognised service, sick leave entitlement is 15 days per year. Sick leave entitlement can accumulate up to 260 days. Sick leave is pro-rated for part time employees (minimum of five days per year).</p> <p>After six months service casual employees are entitled to sick leave of 5 days per year if they have worked for an average of at least 10 hours per week including at least 1 (one) hour per week or 40 hours per month and they were going to work on that day.</p>

<p>Tangihanga/ bereavement leave</p>	<p>Bereavement/tangihanga leave provides paid time off in the event of the death of a family member or any other person an employee is close to. This can be taken at any time and for any purpose relating to the death, and does not have to be taken straight away or on consecutive days.</p> <p>All permanent and fixed-term employees are entitled to bereavement leave. After six month's service casual employees are entitled to bereavement leave if they have worked for an average of at least ten hours per week including at least one hour per week or 40 hours per month and were going to work on the day requested.</p> <p>Three days' paid leave is granted on the death of an immediate family member. Three days paid leave is granted in the event of an unplanned loss of pregnancy. One day's paid leave is granted on the death of any other person, when the employee's manager agrees that the employee has suffered a bereavement. One day's paid leave is available to attend an unveiling.</p> <p>Managers may approve additional paid or unpaid bereavement leave on a case-by-case basis, taking into account an employee's personal circumstances and responsibilities including cultural responsibilities, the nature of the relationship with the deceased, time for travel or to address any other reasonable need such as grief counselling.</p> <p>If an employee has more than one bereavement at the same time, leave is granted for each bereavement.</p>
<p>Long service leave</p>	<p>Long service leave acknowledges recognised continuous service with the Ministry, within the public sector as specified in the First Schedule of the State Sector Act 1988, and with any Crown Entity (excluding District Health Boards, and the Education service as defined in the State Sector Act 1988).</p> <p>Employees are entitled to one week's long service leave after completing five years recognised service. Employees are entitled to another week of long service leave after completing a further five years recognised service i.e. at 10, 15, 20 etc. years of service</p> <p>Employees cannot have periods of service counted twice for long service leave.</p>
<p>Leave without pay (Special leave without pay)</p>	<p>Any permanent employee may request a period of absence on unpaid leave. Requests for leave without pay (LWOP) will be considered on a case-by-case basis, taking into account the needs of the Ministry and the circumstances of the employee</p> <p>Unless agreed in writing before commencing LWOP, the Ministry does not guarantee a job when an employee returns from LWOP. Placement is conditional upon availability of a suitable vacancy.</p> <p>An employee must use any annual and/or long service leave balances before leave without pay is taken.</p> <p>If an employee has a break in service of more than 4 weeks, annual leave stops accruing and service entitlements to sick leave and long service leave cease. To this extent, leave without pay interrupts but does not break service.</p>
<p>Parental leave</p>	<p>Parental leave is the overall term that covers all leave taken before, during and after the birth, adoption or becoming the primary person responsible for the care of a child. It covers primary carer leave, partner's leave, special leave, extended leave and negotiated carer leave. The Ministry provides both paid and unpaid parental leave options. Some employees may be eligible for the government parental leave payments.</p> <p>An employee must have worked for the Ministry for an average of at least 10 hours a week for the 12 months or six months before their baby's due date (or the date they become responsible for the care of a child under six years on a permanent basis) to qualify for parental leave.</p> <p>Subject to meeting the eligibility criteria, the length of parental leave employees are able to apply for is:</p>

	Length of service at the Ministry at the baby's due date or the date of becoming the primary carer of a child under six	Maximum period of parental leave that may be requested
	Employee with six months service but less than 12 months service	6 months
	Employee with 12 months or more service	12 months
	Employee with less than six months service	Nil, may apply for negotiated carers leave
	<p>An employee who is a spouse or partner who meets the parental leave eligibility criteria may take:</p> <ul style="list-style-type: none"> one week's paid partner's leave if they have been employed by the Ministry for at least 26 weeks' (but less than 52 weeks) two weeks' paid partner's leave if they have been employed by the Ministry at least 52 weeks'. <p>Refer to the 'Parental Leave Guidelines' for more information about eligibility.</p>	
Ministry holidays	Ministry holidays are identified each year, and are usually taken during the three non-weekend days between Christmas and New Year, unless otherwise agreed.	
Family violence leave	<p>The Ministry recognises that when employees are affected by family violence in their personal life, their attendance, performance, or safety at work may be affected.</p> <p>Employees affected by family violence are entitled to up to 10 days of paid family violence leave per year, in order to deal with the effects of domestic violence. Employees are able to take this leave at any time as needed. This applies regardless of how long ago the family violence occurred, and even if the family violence occurred before the person became an employee.</p> <p>Employees may also access sick, annual or other leave entitlements where needed to enable them to address family violence issues.</p>	
Public holidays	<p>Public holidays are set out in the Holidays Act 2003. Employees are entitled to 11 public holidays if the holidays fall on days that would be working days for the employee.</p> <p>An employee required to work for any part of a public holiday that is a normal working day is paid time and a half for the hours worked and receives an alternative paid holiday.</p> <p>Employees will receive one whole working day off as an alternative holiday regardless of the amount of time actually worked on the public holiday.</p> <p>An employee required to work for any part of a public holiday that is not a normal working day is paid time and a half for the hours worked but does not receive an alternative paid holiday.</p>	
Wellness leave	Employees employed for a minimum of six months may apply for up to two (2) days paid wellness leave every 12 month period. Wellness leave is deducted from sick leave balances and cannot be carried over from year to year.	
Jury service or witness leave	<p>Jury service and witness leave allows employees to undertake jury service or to appear before a court or tribunal as a witness.</p> <p>Jury Service leave is usually approved with pay. The Ministry of Justice pays a nominal fee and expenses for services when someone is on jury service. Employees on leave with pay while on jury service are required to pay the jurors' fees to the Ministry. Payments for expenses may be retained.</p>	

	<p>If an employee is called as a witness in a private capacity for a criminal or traffic case, up to three days' special leave with pay may be granted. Any fees and expenses recovered are to be paid to Ministry.</p> <p>If an employee is called as a witness in a private capacity for other than a criminal or traffic case, annual leave or special leave without pay may be taken. The employee pays any expenses incurred and retains any fees or expenses awarded by the Court.</p>
Defence force, civil defence, search and rescue, firefighting (volunteer) leave	<p>The Ministry recognises that some employees may have commitments as members of Civil Defence, Search and Rescue, Fire Service or Defence Force Territorial/Reservist or Defence Force (Cadet Forces).</p> <p>Leave for Defence Force volunteers is granted to employees who undertake service or training with the New Zealand Defence Force (NZDF) Territorial or Reserve forces in accordance with the Volunteers Employment Protection Act 1973.</p> <p>The Ministry makes provisions for leave to support these commitments in the following ways:</p> <ul style="list-style-type: none"> (a) Civil Defence: Reasonable paid leave may be granted to attend conferences or courses in relation to emergency management sponsored or supported by the Ministry of Civil Defence or the Department of Prime Minister and Cabinet. (b) Civil Defence and Search and Rescue: The Ministry may provide up to 3 (three) days paid leave for one-off emergencies, and up to 10 (ten) days paid leave for approved volunteers in emergencies. (c) Fire Service: The Ministry may provide time off for emergency call-outs during normal working hours to members of recognised fire fighting forces, subject to consent being obtained and such service being both reasonable and not materially impacting on the employee's availability to perform duties for the Ministry. (d) Defence Forces – Territorial members: Subject to the Volunteers Employment Protection Amendment Act 2004 and the Volunteers Employment Protection Act 1973, the Ministry may provide for time off under the terms of those Acts. Each application and case will however be assessed on merit, discussed with the employee, and where necessary the Ministry of Defence, based on the nature of the activity to be undertaken. (e) Defence Forces - Cadet Forces: Employees serving in the capacity of Commissioned Officer or Civilian Instructor may apply for reasonable time off (on normal pay) to undertake official and authorised Defence/Cadet Force training.
Volunteer leave scheme	<p>The volunteer scheme provides for employees to apply for 1 (one) paid day of leave per 12 months for working in the community on a voluntary basis. This may involve supporting a community collection programme, charity event or work for a not-for-profit organisation.</p>
Study Leave	<p>The Ministry may grant study leave and assistance to employees who wish to undertake study, research or projects that are relevant to their employment and that will assist in the employee's professional development.</p> <p>Employees should discuss their wishes before they enrol for a course of study.</p> <p>The Ministry in consultation with the employee will at least consider the following:</p> <ul style="list-style-type: none"> • the time commitment required and the workload of the employee; • programme requirements such as attendance at lectures or workshops, residential modules, on-the-job or practical experience, examinations and assessments; • additional support available such as use of work facilities and technology and

	<ul style="list-style-type: none"> the impact of the leave on the work of the organisation and on the workload of the employee and others. <p>The Ministry and employee may agree to matters such as, but not limited to:</p> <ul style="list-style-type: none"> Paid leave or time-off to attend courses, lectures, and vocation courses associated with correspondence study; Paid leave prior to, and for sitting the exam; Unpaid leave where the course is not specifically work related; Reimbursement of fees/costs.
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Non-Compliance with policy

18. All employees are expected to comply with the requirements of the leave policy and associated guidelines.
19. Unauthorised absence and misuse of leave provisions e.g. non-genuine sick leave are serious matters and (after due process) may result in disciplinary action being taken, which could include a formal warning and in some instances termination of employment.

Monitoring

20. Managers manage and monitor leave for the employees in their team.
21. The Senior Leadership team will receive reports about leave to enable them to review, comment and provide strategic advice and direction on the Ministry's key risks.

Associated Guidance and Policies

22. The following Ministry policies and guidelines should be read in association with this policy:
 - a. Leave Guidelines
 - b. Parental Leave Guidelines
 - c. Disciplinary policy
23. Relevant legislation:
 - a. [Holidays Act 2003](#)
 - b. [Parental Leave and Employment Protection Act 1987 and Amendments](#)
 - c. [Wages Protection Act 1983](#)
 - d. [Employment Relations Act 2000](#)
 - e. [Volunteers Employment Protection Act 1973](#)
 - f. [Accident Compensation Act 2001](#)
24. Other information:
 - a. [Ministry of Business, Innovation and Employment leave and holidays information](#)

Ownership and Review

Owner	Approved by	Date Approved	Next Review Date
Human Resources	Robyn Smith	November 2020	November 2022

Leave Guidelines

These guidelines provide managers and employees with information and guidance on the interpretation and application of the Ministry's leave provisions. They are intended to be read alongside the Ministry's 'Leave policy', which details leave entitlements and eligibility.

- A. [annual](#)
- B. [sick](#)
- C. [Tangihanga/bereavement](#)
- D. [long service](#)
- E. [leave without pay](#)
- F. [Ministry holidays](#)
- G. [public holidays](#)
- H. [family violence](#)
- I. [wellness leave](#)
- J. [jury service or witness](#)
- K. [defence force, civil defence, search and rescue, fire fighting \(volunteer\)](#)
- L. [volunteer leave](#)

There are separate guidelines available for parental leave and a separate policy for time off in lieu – see 'Parental Leave Guidelines' and/or the 'TOIL Policy'. For information about study leave, see the Study Assistance Guidelines and Procedure.

Procedure for applying for leave

Entitlements to leave are set out in employment agreements. The employment agreement also specifies the statutory holidays in each year and the provision for each type of leave. It is recommended that employees check their employment agreement and the Ministry's leave policies and guidelines before applying for leave.

All leave applications will be entered and approved through Jadestar (the payroll and leave system). An application for leave requires the approval of the employee's manager before the leave is taken, except in the case of sick leave and bereavement. In these instances, employees are expected to advise their manager as soon as possible on the first work day that they will be absent, preferably before they are due to start work.

Annual leave

1. Annual leave is primarily intended for rest and recreation but there may be instances where it is used to supplement other types of paid leave.

Taking and recording annual leave

2. Requests for annual leave will be made via Jadestar.
3. Annual leave should be taken within 12 months of it becoming due.
4. Annual leave is taken and recorded in half day blocks. Leave of over two hours (pro-rated for part-time employees) is recorded as a half day. Managers will agree how leave

of less than two hours will be treated depending on the reasons for the leave. Annual leave of over three quarters of an employee's normal working day is recorded as a full day of leave.

5. The employee and their manager will agree when annual leave is to be taken, taking into account work requirements and personal preferences.
6. Managers will manage the annual leave liability of their team. They will agree with an employee who has a high leave balance how that balance will be reduced. This may include agreeing on an annual leave plan. In some situations a manager may 'direct' an employee to take leave, by giving them 14 days' notice in accordance with the Holidays Act 2003.

Anticipated annual leave

7. This is annual leave taken in advance of the leave becoming an entitlement. Annual leave may be anticipated up to a maximum of five days of the next years' entitlement at the manager's discretion.
8. If an employee ceases employment and they have taken more annual leave than their entitlement or accrued annual leave, the amount owing is recovered from their final pay as specified in the employee's employment agreement.

Leave adjustments

9. Annual leave balances may be changed when a bereavement or sickness occurs during annual leave i.e. the annual leave is changed to either bereavement or sick leave at the employee's request and with the manager's authority.
10. Annual leave stops accruing during the period when an employee takes leave without pay in any leave year of four weeks or more.

Payment for annual leave

11. Payment for annual leave is made in the fortnightly pay period in which the leave is taken. Employees may apply for holiday pay to be paid in advance of taking the period of leave.
12. The amount paid is calculated in accordance with the provisions of the Holidays Act 2003 – the greater of ordinary weekly pay at the time the holiday is taken or the average weekly earnings over the 12 months immediately before taking leave.
13. Ordinary weekly pay is everything an employee is normally paid, including regular allowances and regular overtime. Intermittent, one-off payments or discretionary payments are not included in ordinary weekly pay.
14. Allowances paid for a specific purpose, such as an on-call allowance, are not paid during annual leave.
15. Payment of annual leave will be at the ordinary rate of pay for annual leave accrued whilst on parental leave.

'Cashing-up' annual leave

16. The Holidays Act 2003 allows employees to request a 'cash-up' of up to one week of annual leave entitlement in each leave year. Only annual leave entitlement (i.e. the leave carried over at the end of each leave year) may be cashed-up. Requests are made in writing using the 'Cash-up of Annual Leave Request Form'.
17. Employees are encouraged to use their annual leave, however requests are considered on a case-by-case basis taking into account individual circumstances, budget implications, leave entitlement, and the operational needs of the Ministry.
18. As a guide, the Ministry accepts requests for whole days, with a preference for requests of one week in a block.

19. Employees will be advised of the decision within 20 working days of receipt of the written request. If the cash-up is approved, payment will be made in the next available pay.

Sick leave (domestic sick leave)

20. Sick leave is paid leave when an employee, or someone who depends on them for care, is sick or injured.

Notifying absences

21. Employees are expected to advise their manager as soon as possible on the first work day that they will be absent, preferably before they are due to start work but as early as possible after becoming sick or as agreed/requested by their manager. Failure to notify their manager of an absence may be treated as unauthorised absence.
22. Where absences for sick leave are known in advance, for example planned hospitalisation, prior approval will be sought.
23. When an employee is off sick for a few days or longer, they will keep their manager informed at regular intervals. See the paragraph below with regard to medical certificates.

Recording absences

24. Absences of less than two hours are not recorded against sick leave balances. Absences of two and up to six hours are recorded as half a day of sick leave. Absences of six hours or more are recorded as a full day of sick leave.
25. The employee is responsible for entering their sick leave in Jadestar immediately upon their return to work. For urgent or longer-term sickness absence, the manager is able to do this on the employee's behalf.

Insufficient sick leave

26. Where an employee has insufficient paid sick leave, the following options may be considered and leave agreed on a case-by-case basis at the manager's discretion:
- TOIL
 - anticipated sick leave (up to 5 days of the next years' entitlement subject to having more than six months service)
 - sick leave without pay
 - annual leave
 - special purpose leave on pay (HR guidance is to be sought)
 - leave without pay
27. When an employee leaves the Ministry, payment for any anticipated sick leave taken that has not been earned by service will be recovered from the employee's final pay.

Sickness when on other types of leave

28. If an employee becomes sick while on annual leave or long service leave, they may request to have the period of sickness debited as sick leave (and the annual leave/long service leave entitlement changed). The employee may be asked to provide a medical certificate to support their request.
29. No change is made for sickness that occurs when an employee is on leave without pay. If the illness continues after the end of the leave without pay, sick leave may commence on the day on which the employee would have returned to work.

Medical certificates

30. The Ministry will require a medical certificate from a registered medical practitioner as proof of sickness or injury for all sick leave taken in excess of 3 days. This is at the expense of the employee.
31. Medical certificates are not usually required for sick leave of less than three days. However, managers may request a medical certificate be provided at any time after sick leave commences.
32. Where a medical certificate is requested for periods of sickness of less than three consecutive calendar days, a manager will advise the employee as early as possible that a certificate is required. In these circumstances, the Ministry will pay the reasonable cost of obtaining the certificate. The employee has the right to choose which doctor they visit to obtain the certificate.
33. If an employee is using sick leave to care for another person that is dependent on them for care, their manager may request proof of illness or injury for that person.
34. Before an employee returns to work after a period on sick leave, a medical certificate may be required advising their fitness to return to work. If an employee returns to work after a period on sick leave but in advance of the date advised in their medical certificate, their manager can request a certificate, obtained from the same doctor, to confirm fitness to return to work.

Misuse of sick leave

35. If a manager has concerns or believes under reasonable grounds that an employee is misusing sick leave and that sick leave is not genuine, they may request an explanation.
36. Managers may require employees suspected of misusing sick leave to provide a medical certificate for absences of fewer than 3 consecutive days at the Ministry's expense.
37. Misusing sick leave could amount to misconduct and would be managed through a disciplinary process. Please refer to the Disciplinary policy.

Excessive intermittent sick leave

38. Excessive intermittent sick leave is when an employee takes a large amount of sick leave but not consecutively.
39. If a manager has identified a pattern of absenteeism over a period of time, they will meet with the employee to identify if there are any circumstances that they need to be aware of to address the sick leave concerns i.e. an underlying serious medical condition, family issues etc.
40. The process for addressing excessive intermittent taking of genuine sick leave will be adapted to meet the needs of the situation but is likely to include the following steps:
 - A. Discuss the employee's sick leave balance and ensure the employee is aware of the MoT policy for sick leave under the Leave Policy and these guidelines.
 - B. Establish that there is an issue occurring or a pattern for intermittent sick leave: this may be done through noting regular sick days or starting a sickness register.
 - C. Have a meeting to establish if there are any reasons why the employee's sick leave is high e.g. health issues, family issues, work concerns. Any potential trends or issue indicated from the employee will be taken into account along with any of the managers observations.
 - D. Review the employee's use of annual leave to establish whether the employee has been taking regular annual leave for rest and relaxation.

- E. Ask the employee if there is anything at work contributing to their sickness e.g. workload. If work stress is a contributing factor, the manager will talk about what might be driving this and work together on a plan to resolve any concerns.
- F. If necessary, implement a sick leave management plan. The plan will focus on:
- i. what both parties could do to help manage the sick leave e.g. taking annual leave, flexible working arrangements, changing start or finish times, Employee Assistance Programme etc.
 - ii. the wellbeing of the employee and some commitments from the employee to health improvements in order to actively manage their amount of sick leave taken
 - iii. timeframes and expectations around sick leave going forward
- G. The manager will actively monitor the employee's sick leave through this plan and set guidelines about how the employee is to contact them when they are sick. For example, the manager could ask the employee to phone instead of texting or emailing.
- H. The manager will organise and conduct a return to work catch-up each time the employee returns from sick leave. This is an informal conversation to enquire as to whether the employee is fit for work, if there are any ongoing concerns and to highlight the sick leave balance if appropriate. Sick leave will be monitored over a reasonable period, usually around 3 months.
40. Where the situation doesn't improve, or where managers are concerned about either the employee's fitness for work or how work may be contributing to health issues, or how health may be affecting performance, the Ministry may seek further information from a medical professional.
41. Any request for information will clearly set out the Ministry's concerns and intentions as appropriate. For example, this could include the diagnosis and prognosis of current health concerns and ask for advice on what steps both parties can take to support the employee's health. Human Resources will provide advice and support on this process.
42. Where the high sick leave is impacting on the employee's performance, a performance improvement plan may be implemented.

Accidents

43. Absences due to accidents are categorised as either work-related accidents or non-work-related accidents.
44. In general terms, an injury is work-related if it is either an accident or a gradual injury which occurs:
- at any place for the purpose of working
 - when having a break from work at the workplace for a meal or a rest
 - in a vehicle provided by the Ministry to transport an employee to and from work
 - travelling to/from treatment for a previous work-related personal injury
45. All other accidents/injuries may be treated as non-work accidents. If the categorisation is not clear, it is treated as a non-work-related accident until the Accident Compensation Corporation (ACC) makes a decision.
46. All work-related accidents/injuries are to be reported in the Ministry's health and safety reporting system.
47. Absences arising from either work or non-work related accidents (and approved by ACC) are treated as follows:

- in the case of work-related accidents all leave is considered ACC leave. The first week will be on full pay without any loss of leave entitlement. From the second week onward, 80% of the working week would be ACC leave and 20% (i.e. one day per week or pro-rated for part-time employees) would normally be sick leave or sick leave without pay depending on the available sick leave balance
 - in the case of non-work related accidents the first week is sick leave, or sick leave without pay if the employee has no sick leave entitlement. From the second week onwards 80% (i.e. four days a week or pro-rated for part-time employees) will be ACC leave and 20% (i.e. one day per week or pro-rated for part-time employees) will be sick leave or sick leave without pay depending on the available sick leave balance
 - if an employee is absent on ACC leave for more than 26 weeks they may be placed on leave without pay from the Ministry and paid directly by ACC.
48. An employee will seek clarification from ACC whenever necessary. The Ministry is a member of the ACC employer reimbursement scheme.

Long-term sick leave

49. The Ministry aims to support people with genuine long-term illness or injury to return to work as soon as possible. Where an employee has exhausted their sick leave entitlement, alternative leave options such as the use of annual, long service or unpaid leave will be made available.
50. An employee with a terminal illness will be treated with sensitivity and dignity and will be provided with support and flexibility to manage their affairs.
51. Managers and employees are expected to maintain regular communications during long-term absence. Employees are expected to keep managers up to date with their progress and remain communicative throughout the absence. Managers will keep employees up to date with workplace activities and regularly enquire about the employee's health and wellbeing.
52. While the employee on long-term absence will have provided a medical certificate, it is likely further information will be required from a medical professional that gives detail on the prognosis and likely return to work. Any request for information will clearly set out the Ministry's concerns and intentions as appropriate. Human Resources will provide advice and support on this process.
53. Where an employee is having difficulties returning to work and/or maintaining their pre-injury/illness duties, the manager and employee, in consultation with an appropriate health care professional, will work together to establish a suitable rehabilitation/return to work plan.
54. The Ministry will do its best to provide continued employment when employees are prevented from attending work due to long term or recurring illness or injury. However, for a period of long term absence there needs to be some certainty around when the employee will return to work. The Ministry is not expected to hold a role open indefinitely, without knowing when the employee is likely return.
55. Human Resources will advise on the process for managing situations where the Ministry feels unable to hold the job open any longer.
56. If a person be unable to resume their duties after a prolonged period of absence due to medical reasons, the medical retirement terms in their employment agreement will apply.

Tangihanga/bereavement leave

- 57. Tangihanga/bereavement/ leave provides paid time off in the event of the death of a family member or any other person an employee is close to.
- 58. Leave can be taken at any time and for any purpose relating to the death, and does not have to be taken straight away or on consecutive days.

Notifying absence

- 59. Employees are expected to advise their manager as soon as possible on the first work day that they will be absent, preferably before they are due to start work but as early as possible or as agreed/requested by their manager. Failure to notify their manager of an absence may be treated as unauthorised absence.
- 60. Managers considering bereavement leave requests will act with sensitivity and compassion. If bereavement leave is not deemed appropriate to the circumstances, the manager may approve another form of leave e.g. annual leave, leave without pay.
- 61. In rare instances, if a manager believes an employee is misusing bereavement leave they may request proof of the relationship between the employee and the deceased person or decline the request for leave.
- 62. The employee is responsible for entering their bereavement leave in Jadestar upon their return to work. Alternatively, the manager can do this on their behalf.

Payment for bereavement leave

- 63. Payment for bereavement leave is made in the fortnightly pay period in which the leave is taken at an employee's normal rate.
- 64. If bereavement leave is taken on a public holiday and an employee would have worked that day, the employee is paid at their normal rate. They are not entitled to payment at time and a half or an alternative holiday.

Adjustment to other leave

- 65. If an employee has a bereavement while on annual, sick or long service leave, they may request the leave time be changed to bereavement leave and the annual, sick or long service leave is changed by the amount of leave approved.
- 66. There is no payment when a bereavement occurs if an employee is on special leave without pay.

Long Service leave

- 67. Long service leave acknowledges recognised continuous service with the Ministry, within the public sector as specified in the First Schedule of the State Sector Act 1988, and with any Crown Entity (excluding District Health Boards, and the Education service as defined in the State Sector Act 1988).

Taking long service leave

- 68. Requests for long service leave are made via Jadestar.
- 69. Long service leave may be accumulated and taken together up to a maximum of four (4) weeks in total.
- 70. Long service leave is taken in one-week blocks. Exceptions to this are where:
 - (a) a manager requests an employee returns to work to meet Ministry needs
 - (b) an employee is sick or injured during the time the leave is taken and chooses to use available sick leave – a medical certificate may be required before this is approved

(c) a bereavement occurs and bereavement leave is approved

71. An employee will lose entitlement to Long service leave if, before taking the leave, an employee ends employment/leaves the Ministry.

Payment for long service leave

72. Payment for long service leave is made in the fortnightly pay period in which the leave is taken at an employee's normal rate.
73. Payment may be made in lieu of long service leave when an employee:
- is made redundant
 - intends to retire (and will not take up other employment) within the period in which they are intending to take the leave
 - retires as medically unfit within the period in which they are intending to take the leave

Impact of an interruption/break in service

74. If an employee has a break in service (for example leave without pay), the entitlement to long service leave is extended by the length of that absence. In other words the entitlement to long service leave is interrupted.

Leave without pay (special leave without pay)

75. Leave without pay (LWOP) refers to a period of authorised unpaid leave. LWOP is discretionary leave that may be granted without pay where other types of leave have been taken, are unavailable or not suitable. Approval for LWOP is determined on a case-by-case basis.
76. Previously approved LWOP does not create a precedent for future requests.
- To avoid any conflicts of interest and where appropriate to support the genuine reason for leave e.g. health and safety, employees will notify their manager if they intend to undertake work for another organisation during a period of LWOP.

Applying for leave without pay

77. Requests for LWOP should be submitted in writing to the employee's manager, and include the reason for the request.
78. Wherever possible, managers will discuss the options available before determining which leave is the most appropriate based on the circumstances/reasons for the leave.
79. Requests for LWOP are considered balancing the employee's and the Ministry's needs. Managers will take into consideration cultural requirements.
80. Managers may refuse an application for LWOP. The manager will notify the employee in writing, within 20 working days, explaining the reason for the refusal.
81. Where leave without pay is approved, the manager will confirm in writing to the employee the period and the terms upon which it is approved. The letter should specify what, if any, obligation the Ministry has to endeavour to hold the employee's job open.
82. If approved, the employee is to enter the leave without pay into Jadestar.

Commencement of leave without pay

83. Employees are expected to take all annual leave and long service leave due before taking LWOP.
84. LWOP commences on the first working day after the cessation of duties.

Impact on terms and conditions and pay

85. Where an employee takes more than 4 weeks LWOP, annual leave stops accruing and service entitlements to sick leave and long service leave cease. To this extent, LWOP interrupts but does not break service.
86. As pay stops when LWOP starts, employees are responsible for ensuring ongoing arrangements are made for automatic deductions from their pay, e.g. PSA membership fees, Southern Cross Medical payments, superannuation contributions. Employees do not receive payment for any public or Ministry holidays that occur during the period of LWOP.

Returning to work after special leave without pay

87. Unless agreed in writing before commencing special leave, the Ministry does not guarantee a job when an employee returns from LWOP. In these instances, placement is conditional upon availability of a suitable vacancy.
88. Salary at the same level as applied prior to the member going on special leave without pay cannot be guaranteed.
89. Any terms and conditions relating to LWOP and return to work arrangements will be provided in writing before the start of the LWOP.
90. Employees on LWOP for longer periods (e.g. more than three months) need to advise their manager in writing at least one month before they are due to return to work whether or not they will be returning.
91. If an employee decides not to return to work at the end of their LWOP, their employment is considered to have ended on the day they started leave without pay.
92. An employee may only return to work prior to the expiration of the period of LWOP with the agreement of the Ministry.

Extension of leave without pay

93. Any request for an extension of LWOP are to be applied for at least one month before the expiry of the original period of leave. Approval to extend LWOP is at managers' discretion.

Ministry Holidays

94. Ministry Holidays are identified each year and are usually the three non-weekend days between Christmas and New Year, unless otherwise agreed.
95. If an employee is required to work on a Ministry holiday they are paid at their normal rate and receive an alternative day off.
96. Employees who are not eligible (Casual and Fixed Term Employees) for Ministry Holidays will take annual leave or leave without pay during this period.

Public holidays

97. Public holidays are set out in the Holidays Act 2003.

Working on a public holiday

98. An employee required to work for any part of a public holiday that is a normal working day is paid time and a half for the hours worked and receives an alternative paid holiday.
99. Employees will receive one whole working day off as an alternative holiday regardless of the amount of time actually worked on the public holiday.
100. An employee required to work for any part of a public holiday that is not a normal working day is paid time and a half for the hours worked but does not receive an alternative paid holiday.

Taking an alternative holiday

101. Alternative holidays should be taken as soon as possible, at a time agreed between the employee and their manager. It will be taken on a normal working day.
102. The alternative holiday is paid at the relevant or average daily rate of pay.
103. At the manager's discretion, an alternative holiday that is more than 12 months old may be 'cashed-up'.
104. Alternative holidays not taken at the end of employment are paid out at the relevant or average daily rate of pay.

Family violence leave

105. The Ministry recognises that when employees are affected by family violence in their personal life, their attendance, performance, or safety at work may be affected.
106. Employees affected by family violence are entitled to up to 10 days of paid family violence leave per year, in order to deal with the effects of family violence. Employees are able to take this leave at any time as needed. This applies regardless of how long ago the family violence occurred, and even if it occurred before the person became an employee.
107. Employees may also access sick, annual or other leave entitlements where needed to enable them to address family violence issues.
108. While employees are obliged to notify their manager of their absence or leave as soon as reasonably practicable, it is recognised that this may not be possible in some circumstances (such as where family violence has recently occurred). It is also recognised that employees may prefer to contact the HR Manager to discuss their personal circumstances, rather than their manager and they are encouraged to do so where appropriate.
109. Employees who are affected by family violence may raise it and work together with their manager and/or Human Resources to identify practical measures or actions that may be taken to support the employee at work after taking into account the employee's personal circumstances. For example:
 - Changes to their span or pattern of working hours, location of work or duties (including options that may be available under existing provisions for flexible work arrangements)
 - A change to their work telephone number or email address
 - Other appropriate measures agreed between the Ministry and the employee
113. Employees who seek assistance or support from the Ministry need to comply with reasonable requests from their manager for relevant information about their personal circumstances, as personal circumstances will be a critical consideration in identifying what measures or actions may need to be taken, or continued, to support the employee at work, and to keep the employee and other staff safe at work.
114. Subject to meeting its obligations under the Health and Safety and Work Act 2015, the Ministry will not disclose information without the consent of the member concerned. Where disclosure is necessary to meet the Ministry's health and safety at work obligations, this will be to the least extent necessary to meet those obligations and treated strictly in confidence.
115. The Employee Assistance Programme provided by the Ministry is available to help those experiencing family violence.

Wellness leave

- 110. Employees employed for a minimum of six months may apply for up to two (2) days paid wellness leave each year. Wellness leave cannot be carried over from year to year.
- 111. Employees can apply for leave for reasons related to improving and managing their health, general wellness and wellbeing.
- 112. Wellness leave is deducted from sick leave balances. Employees will need to have a positive sick leave balance to apply.
- 113. Wellness leave must be applied for in advance and is approved at the discretion of the employee's manager.

Jury Service/Witness leave

- 114. Jury service and witness leave allows employees to undertake jury service or to appear before a court or tribunal as a witness.
- 115. Jury Service leave is usually approved with pay.
- 116. While on leave with pay for jury service, whenever possible, an employee will return to work when excused from jury service during normal working hours. Employees are expected to stay in contact with their manager to let them know how long they are likely to be away from work.
- 117. The Ministry of Justice pays a nominal fee and expenses for services when someone is on jury service. Employees on leave with pay while on jury service are required to pay the jurors' fees to the Ministry. Payments for expenses may be retained.
- 118. If the jurors' fee paid is more than the standard daily rate (for example, in recognition of evening work) an employee may retain the extra payment. If an employee uses annual leave or is on leave without pay, they may keep all jurors' fees.
- 119. If an employee is called as a witness in a private capacity for a criminal or traffic case, up to three days' special leave with pay may be granted. Any fees and expenses recovered are to be paid to Ministry.
- 120. If an employee is called as a witness in a private capacity for other than a criminal or traffic case, annual leave or special leave without pay may be taken. The employee pays any expenses incurred and retains any fees or expenses awarded by the Court.

Defence Force, Civil Defence, Search and Rescue and Fire fighting leave

- 121. The Ministry recognises that some employees may have commitments as members of Civil Defence, Search and Rescue, Fire Service or Defence Force Territorial/Reservist or Defence Force (Cadet Forces).
- 115. Each request will be considered on a case-by-case basis and is subject to the discretion of the employee's manager. Any applications for this type of leave should be supported by appropriate official documentation e.g. a letter from the agency requesting release from employment.

Applying for leave for protected Defence Force voluntary service or training

- 116. An employee should give at least 14 days' notice of their intention to undertake Military service or training with more notice being given for the longer initial training period.
- 117. Managers will make every effort to accommodate leave requests, but there may be instances where this is not possible because an employee's absence will cause undue disruption. In these instances managers may apply for a postponement of the training or service.

Volunteer leave

118. The Ministry recognises employees may participate in support activities in their communities. The volunteer leave scheme provides for employees to apply for paid leave for 1 (one) day per year for working in the community on a voluntary basis. This may involve supporting a community collection programme, charity event or unpaid work for a not-for-profit organisation.
119. Volunteer Leave will be granted at the discretion of the employee's manager and subject to the requirements of work taking precedence.
120. Volunteer leave should be applied for preferably with a month's notice and no less than a week in advance.

Related documents

The following documents are relevant to these guidelines:

- Leave policy
- Parental leave guidelines
- Cash up of Annual Leave form
- Study Assistance Guidelines & Procedure

The following legislation is relevant to these guidelines.

- [Holidays Act 2003](#)
- [Wages Protection Act 1983](#)
- [Volunteers Employment Protection Act 1973](#)
- [Accident Compensation Act 2001](#)
- [Family Violence Act 2018 and its amendments](#)

RELEASED UNDER THE
OFFICIAL INFORMATION ACT 1982

[Collective Employment Agreement

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

1 February 2023 - 14 March 2025

RELEASED UNDER THE
OFFICIAL INFORMATION ACT 1982

Contents

		Page
1	Agreement Formalities	1
2	Employment Categories	3
3	Hours of Work	4
4	Remuneration	6
5	Leave Provisions	11
6	Work Environment and Wellbeing	22
7	Organisational Policies and Procedures	27
8	Leaving the Ministry of Transport	29
9	Workplace Restructuring	30
10	Employment Relationship Matters	34
11	Employee Representation	36
12	Signatories	36
Appendices		
Appendix 1	Recognition and Employment Representation agreement	37
Appendix 2	Ministry of Transport Job Structure	39
Appendix 3	Remuneration structure 1 July 2023	41
Appendix 4	Calculations of Retirement Leave	42
Appendix 5	Resolving Employment Relationship Problems	45

1 Agreement Formalities

1.1 Parties

1.1.1 The parties to this agreement are:

- a Te Manatū Waka Ministry of Transport ("Ministry").
- b New Zealand Public Service Association Te Pūkenga Here Tikanga Mahi Inc. ("PSA").

1.1.2 Employees of the Ministry whose positions fall within the Collective Employment Agreement ("agreement") coverage and who are, or who become, members of the PSA, will be bound by this agreement.

1.2 Statement of the Parties

1.2.1 Good Employer - In accordance with the Public Service Act 2020, the Ministry is committed to fair treatment of employees and equality of employment opportunities. All employees will have equal opportunity for recruitment, development and promotion regardless of gender, marital status, family responsibilities, ethnicity, disabilities, sexual orientation or age. The Ministry and the PSA are committed to the government's gender pay principles and will work together to give effect these principles, including the development, implementation and monitoring of a gender pay action plan.

1.2.2 Mātauranga Māori Obligations - The PSA and the Ministry acknowledge the importance of Te Tiriti o Waitangi and its principles. The PSA support the Ministry's commitment to recognising Te Tiriti in its operations and improving its effectiveness to Māori staff and stakeholders. The Ministry is committed to the Te Tiriti o Waitangi partnership between Māori and the Crown and will promote an understanding of partnership and implementation of the Te Tiriti o Waitangi principles in the workplace. The PSA and the Ministry recognise the role of the Ministry, in supporting the Crown in its relationship with Māori under te Tiriti o Waitangi/Treaty of Waitangi.

1.2.3 The Chief Executive of the Ministry has a responsibility for developing and maintaining the capability of its employees to engage with Māori and to understand Māori perspectives.

1.2.4 The PSA and the Ministry acknowledge that the Chief Executive of the Ministry has certain responsibilities and obligations as an employer to recognise:

- a The aims and aspirations of Māori
- b The employment requirements of Māori
- c The need for greater involvement of Māori in the public service

1 AGREEMENT FORMALITIES

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

1.3 Agreement Coverage

- 1.3.1 This agreement will cover Ministry staff who are members of the PSA with the exception of:
- a all employees holding second tier managerial positions or a member of the Senior Leadership team or above;
 - b casual employees
 - c all employees of the Human Resources team
- 1.3.2 Subject to any express exclusions reflected in the agreement (see scope above), Ministry staff in positions that fall within the agreement coverage, and who are or become members of the PSA, will be covered by the terms of the agreement from the date of their membership being effected by payroll.
- 1.3.3 In this agreement, “employee” or “member” means a member of the Ministry’s staff who is a member of the PSA and who is covered by this agreement in accordance with this clause.

1.4 Access to the Collective Employment Agreement

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

1.5 Term

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

1.6 Variation

- 1.6.1 Any or all the provisions of this Collective Agreement may be varied by agreement between the parties. Variations will be ratified by union members affected by the changes and must be ratified by 50% plus one member of all the members that vote.
- 1.6.2 Where agreement on a variation is reached between the parties, the variation will be either:
- a set out in writing and attached to this Collective Agreement; or
 - b recorded

1.7 Savings

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

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

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

1.8 Minimum Terms and Conditions

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

1.9 Engagement

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

2 Employment Categories

2.1 Full-Time Employee

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

2.2 Part-Time Employee

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

3 HOURS OF WORK

2.3 Fixed-Term Employee

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

3 Hours of Work

3.1 Hours of Work

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

- 3.1.4 Where practicable, the employee will be given a minimum break of nine (9) hours between spells of duty.
- 3.1.5 An employee's hours of work, either full or part time, may be averaged on a weekly, fortnightly, or annual basis by agreement between the employee and the Ministry.

3.2 Flexible Working Hours

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

3.3 Meal Break and Rest Breaks

- 3.3.1 An unpaid meal break of at least half an hour will be allowed to employees after four hours work, provided work is to continue beyond the meal break.
- 3.3.2 Employees will be entitled to rest breaks of ten (10) minutes each morning and afternoon or equivalent.
- 3.3.3 The Ministry will provide tea, coffee, drinking chocolate, milk and sugar.

3.4 Overtime/Time Off in Lieu (TOIL)

- 3.4.1 Employees may be required to work overtime to meet the operational requirements of the Ministry. Overtime must be pre-approved by Managers.
- 3.4.2 Overtime means time worked in excess of the hours of work agreed in this agreement; refer to Clause 2.1.1 and 2.2.1.
- 3.4.3 Employees who work overtime in accordance with Clause 3.4.1 and 3.4.2 and whose role falls within Korn Ferry Grade 12 or 13, shall be entitled to overtime payments.
- 3.4.4 Overtime payments will be calculated on a daily basis and where payable, paid at double time rate (T2).
- 3.4.5 The overtime rate includes higher duties and similar allowances.
- 3.4.6 The Ministry is committed to providing time off in lieu for employees:
 - a who work overtime in accordance with Clause 3.4.1 and 3.4.2, and
 - b whose role falls within Korn Ferry Grade 14 and above.
- 3.4.7 The Ministry's TOIL policy will apply to any time off in lieu.
- 3.4.8 The Ministry's roles and the Korn Ferry Grades in which they fall at the time of entering into this agreement are set out on the Ministry's intranet.
- 3.4.9 If during the term of this agreement there is any change to the Ministry's roles and/or the Korn Ferry Grades in which they fall, Clause 3.4 shall apply to those changed roles and Korn Ferry Grades from the date on

4 REMUNERATION

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

4 Remuneration

4.1 Job Grades

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

4.2 Public Service Pay Adjustment

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

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

4.2.5 The parties agree the payment is \$750 gross for a 1.0 FTE employee and will be paid pro-rated based on contractual hours.

4.2.6 Effective 1 December 2023:

- a Eligible employees will receive salary increases that are the greater of \$2,000 or 3 percent. Those on salaries over \$180,000 will receive increases of the same level as those on \$180,000
- b All employees will receive a one-off \$500 gross lump sum payment
- c The following employees, who are employed by the Ministry as at 1 December 2023, are eligible for base salary increases as described in 4.2.6 (a) and one-off \$500 gross lump sum payment:
 - i Full time employees.
 - ii Casual and fixed term employees.
 - iii Those on paid secondments and sabbaticals.
 - iv Employees on various types of leave.
 - v Those on unpaid leave will have their payments and salary increases made upon their return.

4.2.7 Remuneration changes described in 4.2.1 and 4.2.6 will be implemented as soon as practicable after effective dates, at the discretion of the Ministry.

4.3 Job Structure and Pay Band

4.3.1 The Ministry's job structure as at the date of this Agreement is attached (Appendix 2) for information purposes only. A pay band applies to each position in the Ministry. A position is placed into a pay band through the job evaluation process.

4.3.2 Pay bands will be reviewed annually. The Ministry will determine what increase, if any, is applied to each band taking into account factors including, but not limited to, government expectations, market comparisons with the public sector, recruitment and retention, budget and affordability, and Ministry priority setting.

4.3.3 PSA delegates will be provided with an opportunity to engage with the Ministry's remuneration advisers on any significant changes made to pay bands.

4 REMUNERATION

4.4 Remuneration Structure

4.4.1 Changes to the remuneration structure will be effective as of 1 July 2023. The changes include:

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

4.4.2 The progression structure is detailed in the below table:

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

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

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

4.5 Review Rights

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

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

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

4.6 Payment of Remuneration

4.6.1 Salaries are paid in arrears on a fortnightly basis.

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

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

4.7 Annual Practising Fees

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

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

4.8 Higher Duties Allowance

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

- a to a member who is required to undertake the full duties and responsibilities of a higher salaried position (including the management and planning responsibilities) during the temporary absence of the occupant of that position, and who competently discharges those higher duties; or
- b at a lesser rate, to a member who is required to undertake only some of the duties and responsibilities of a higher salaried position; or if required to undertake the full duties and responsibilities of a higher salaried position is unable to do so; or where two or more Ministry staff are each performing some of the duties of a higher salaried position. The rate in these circumstances will be proportional to the duties and responsibilities undertaken, having regard to their nature and complexity.

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

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

4 REMUNERATION

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

4.9 First Aid Attendant

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

4.10 Travelling and Local Subsistence Expenses

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

4.11 Motor Vehicles

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

5 Leave Provisions

5.1 Interaction with other laws

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

5.2 Public Holidays

- 5.2.1 The Public Holidays are:

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

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

5.3 Working on a Public Holiday

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

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

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

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

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

5 LEAVE PROVISIONS

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

5.4 Ministry Holidays

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

5.5 Continuity of Service

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

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

5.5.2 For the purposes of Clause 5.5.1:

- a service will be recognised if it last ended within five (5) years of commencement of employment with the Ministry.
- b service will be regarded as interrupted, but not broken, for breaks of fifteen (15) months or less, or for breaks of four (4) years or less for the purpose of childcare.
- c parental leave will interrupt but not break service
- d leave without pay will interrupt but not break service.
- e service will not be recognised if it ended with the member accepting severance or enhanced early retirement under any restructuring or surplus staffing provisions of the relevant employer.

5.5.3 The Ministry will maintain a record of prior service for the purposes of calculating leave entitlements, including service recognised prior to the commencement of this agreement.

5.5.4 Where continuous service was already recognised for a particular entitlement prior to the introduction of the public service common leave provisions, that service will continue to be recognised for that purpose.

5.6 Annual Holidays

5.6.1 Full-time employees are entitled to the following paid Annual Holidays at the end of each year of their employment:

- a Less than five years' continuous service – twenty (20) days;
- b Five years' continuous service or longer – twenty-two (22) days.

5.6.2 The Annual Holiday entitlement for part-time employees will be calculated on a pro rata basis.

5.6.3 Up to a full year's annual leave entitlement may be carried over to the subsequent year. Accumulation beyond this amount requires Chief Executive approval. It is the Ministry's objective that employees take all the leave to which they are entitled in the year it is earned to meet their rest and relaxation needs. The accumulation of leave by employees is not encouraged, and employees may be directed by their manager to use up outstanding annual leave.

5.6.4 An employee may anticipate annual leave by mutual agreement with the Ministry, taking into account work requirements and the employee's personal preferences.

5.6.5 The timing of annual leave will be decided by agreement between the employee and their manager, taking into account work requirements and the employee's personal preferences.

5 LEAVE PROVISIONS

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

5.7 Sick Leave

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

5 LEAVE PROVISIONS

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

5.8 Bereavement/Tangihanga Leave

- 5.8.1 In accordance with the Holidays Act 2003, the employee is entitled to a minimum of three (3) day's bereavement leave for the death of a close relative, including a miscarriage or stillbirth and one (1) day's leave on the death of any other person, where the Ministry accepts that the employee has suffered bereavement.

5 LEAVE PROVISIONS

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

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

5.9 Special Leave without Pay

- 5.9.1 From time to time, at the Ministry's discretion, a member may be granted special leave without pay. Special leave without pay interrupts, but does not break service.
- 5.9.2 Placement on return from special leave without pay of more than three (3) months is conditional on a suitable vacancy. Salary at the same level as applied prior to the member going on special leave without pay cannot be guaranteed.
- 5.9.3 A member who cannot be placed in employment as at the proposed date of return will continue on special leave without pay for a further period of three months, after which, if the member remains unplaced, employment with the Ministry terminates.

5.10 Long Service Leave

- 5.10.1 Members who have completed five years' service will be granted, once only, one week Long Service Leave and an additional week for each five (5) years of service thereafter.
- 5.10.2 Long Service Leave entitlements may be accumulated and taken together (up to a maximum of four (4) weeks in total).
- 5.10.3 Prior service will be recognised in accordance with Clause 5.5.1 for the purposes of granting Long Service Leave, but only to the extent that Long Service Leave has not been taken as part of that prior service. For example, a person who has worked for another Public Service employer for eight years on joining the Ministry and has previously taken one week of Long Service Leave would have three years service recognised by the Ministry in relation to Long Service Leave.

5.11 Employment Relations Leave

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

5.12 Parental Leave

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

5 LEAVE PROVISIONS

5.12.2 Surplus Staffing Situation:

- a When a surplus staffing situation involves a position that is usually occupied by a member who is on parental leave, then the same surplus staffing provisions that would apply to other employees who are part of the same surplus, will apply.
- b Any member on parental leave must be notified if their position is to be disestablished as a result of a staffing surplus.

5.12.3 Paid Partner's Leave: Where a member takes up to 2 weeks partner's leave in accordance with PLEPA, this will be paid.

5.12.4 Ex-Gratia Payment: A member who has taken at least 6 weeks primary carers or extended leave in accordance with PLEPA, and returns to work, and completes a further six months service, is eligible for an ex-gratia lump sum taxable payment equivalent to payment of six weeks' salary.

5.12.5 The ex-gratia payment under Clause 5.12.4 will be calculated as follows:

- a The amount of the ex-gratia payment will be calculated using the member's normal rate of base salary on the first day back at work and, subject to paragraph b, according to the member's ordinary working hours for the 30-day period immediately prior to the commencement of parental leave
- b A member who reduces their working hours for a short period prior to going on parental leave, may request that their ordinary working hours be calculated using the 30-day period immediately prior to such reduction, and the Ministry will give due consideration to the request
- c The ex-gratia payment will be reduced pro rata if the member has taken primary carers or extended leave for a total period of less than six weeks (for example, a member who took 3 weeks' parental leave would be entitled to an ex-gratia payment equivalent to 3 weeks' pay).
- d Any payment for paid partners leave to the member in accordance with Clause 5.12.3 will be subtracted from the ex-gratia payment, on a pre-tax basis
- e A member is not entitled to, and will not be paid, an ex-gratia payment if the member's partner has or will receive an ex-gratia payment in relation to parental leave from the Ministry or another Public Service employer. However, if both partners are entitled to an ex-gratia payment from a Public Service employer, the member may choose to be paid the ex-gratia payment under this agreement, provided the member provides a statutory declaration to the effect that their partner has not, and will not receive, the ex

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

5.12.6 Annual Leave accrued during parental Leave:

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

5.12.7 Returning to work:

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

5.13 Re-entry after Family Care

5.13.1 A member who resigns to care for a family member, and then applies within two (2) years of resignation for any vacancy for which they have the skills to fill competently, will be given preferential consideration over an external candidate who is equally suitable for the role as a member. The position must be substantially the same in character and of the same or lower job size as their previous position.

5.13.2 For this consideration under this provision the applicant must:

- a Give notice when resigning that they wish to take advantage of this Clause
- b Apply to be appointed to a suitable vacancy, and state in their application that they wish to rely on this Clause
- c Provide evidence that their family member has been in need of care. In the case of resignation for a pre-school child, a birth certificate for the child will meet the requirement

5 LEAVE PROVISIONS

- d Sign a statutory declaration stating their absence has been to care for a family member and they have not been in paid employment for more than 15 hours per week with another employer.

5.13.3 The benefit of this provision is limited to the first role the member applies for under this Clause and any other role applied for within three (3) months from the date of that first application.

5.14 Jury Service

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

5.15 Witness Leave

5.15.1 Where a member appears as a witness in a private capacity in relation to the prosecution of another person for an offence, up to three (3) days' paid leave may be granted. The member will make reasonable efforts to recover witness fees from the party calling the witness and pay the fees to the Ministry.

5.15.2 Where the member appears as a witness in a private capacity in any other proceeding, annual leave or leave without pay may be granted. The employee is responsible for any expenses incurred and may retain any fees, allowances and expenses awarded by the Court.

5.16 Study Leave

5.16.1 The Ministry may grant study leave and assistance to members who wish to undertake study, research or projects that are relevant to their employment and that will assist in the member's professional development.

5.16.2 Members should discuss their wishes before they enrol for a course of study.

5.16.3 The Ministry in consultation with the member will at least consider the following:

- a the time commitment required and the workload of the employee;
- b programme requirements such as attendance at lectures or workshops, residential modules, on-the-job or practical experience, examinations and assessments;
- c additional support available such as use of work facilities and technology; and
- d the impact of the leave on the work of the organisation and on the workload of the employee and others.

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

5.17 Leave to Attend Meetings of Boards, Councils and Committees

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

5.18 Leave for Outward Bound Courses

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

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

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

6 WORK ENVIRONMENT AND WELLBEING

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

5.20 Cultural Leave

- 5.20.1 The Ministry will provide cultural leave to support employees where the employee is attending proceedings, including but not limited to:
- a Land court hearings concerning land issues of the staff members iwi
 - b Hui Raupatu (Hui regarding land claims)
 - c Iwi committee elections
 - d Formal signing of Waitangi Tribunal claim settlements
- 5.20.2 Employees will be entitled to a maximum of five (5) working days per calendar year, under this Clause, with the amount of leave on each occasion determined by the Ministry having regard to Clause 1.2.2, where relevant.

6 Work Environment and Wellbeing

6.1 Health and Safety

- 6.1.1 The Ministry is committed to providing a safe and healthy work environment and will comply with the requirements of the Health and Safety at Work Act 2015, its regulations and any relevant approved code of practice.
- 6.1.2 While at work, employees must take reasonable care to ensure their fitness for work and health and safety, and the health and safety of any other persons.
- 6.1.3 Employees must comply, as far as the employee is reasonably able, with the Ministry's reasonable health and safety instructions, and any reasonable health and safety policies or procedures, including those regarding the safe use of equipment. Failure to comply with the Ministry's health and safety policies or procedures may constitute serious misconduct.
- 6.1.4 Employees are required to report all potential hazards and risks, and to co-operate in assisting the Ministry to monitor and eliminate or minimise such hazards and risks.
- 6.1.5 Employees are required to report all accident or injuries or notifiable illnesses which arise out of or in the course of work under this Agreement as soon as practical after the accident or injury occurs or the illness is diagnosed.

6 WORK ENVIRONMENT AND WELLBEING

6.2 Work Related Injury

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

6.3 Non-Work-Related Injury

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

6.4 Employee Welfare

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

6.5 Harassment

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

6 WORK ENVIRONMENT AND WELLBEING

6.6 Domestic Violence

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

6 WORK ENVIRONMENT AND WELLBEING

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

6.7 Eye Care and Hearing Care

- 6.7.1 If a member experiences eyesight difficulties the Ministry will reimburse the member the cost of:
- a an eye test upon receipt of an invoice from a registered eye specialist; and
 - b the cost of lenses and frames or contact lenses or a contribution towards laser surgery for the member's eyes, if an eye test from a registered eye specialist shows that in the case of the member's first claim, prescription eyewear is needed to perform their duties, and in the case of a subsequent claim, a change in prescription eyewear is needed to perform their duties.
- 6.7.2 If a member experiences hearing difficulties the Ministry will reimburse the member the cost of:
- a a hearing test upon receipt of an invoice from a registered hearing specialist.
 - b the cost of hearing aids or other hearing devices, or contribution towards the cost of treatment to improve the member's hearing, if a hearing test from a registered hearing specialist shows that in the case of the member's first claim, hearing aids or other hearing devices, or treatment to improve the member's hearing, is needed to perform their duties, and in the case of a subsequent claim a change in hearing aids or other hearing devices, or treatment to improve the member's hearing, is needed to perform their duties; and
 - c ongoing costs involved in the operation and maintenance of hearing aids or other hearing devices
- 6.7.3 The maximum contribution of the Ministry to a member under any combination of Clauses 6.7.1 and 6.7.2 in any two (2) year period is \$550 plus GST. New staff members may first claim under Clauses 6.7.1 and 6.7.2 after six (6) months' employment.
- 6.7.4 Safe computer use practices will be observed. In particular, employees who work continuously at keyboards will be provided with relief by variations in work, or by regular spells of 10 minutes in every hour.

6.8 Health Checks

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

6 WORK ENVIRONMENT AND WELLBEING**6.9 Adverse Events**

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

7 Organisational Policies and Professional Development

7.1 Organisational Policies and Procedures

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

7.2 Equal Employment Opportunities

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

7.3 Gender and Ethnic Pay Equity

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

7 ORGANISATIONAL POLICIES AND PROFESSIONAL DEVELOPMENT

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

7.4 Professional Development

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

8 Leaving the Ministry of Transport

8.1 Termination

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

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

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

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

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

8.2 Retirement Leave

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

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

8.3 Grant in Lieu of Retiring Leave

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

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

9 WORKPLACE RESTRUCTURING**8.4 Medical Retirement**

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

8.5 Garden Leave

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

9 Workplace Restructuring**9.1 Introduction and Application**

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

9.2 Voluntary Redundancy

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

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

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

9.3 Severance

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

9 WORKPLACE RESTRUCTURING

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

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

9.4 Employee Protection Provision

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

10 EMPLOYMENT RELATIONSHIP MATTERS

- 9.4.6 Notwithstanding Clauses 9.3 and 9.4.1 to 9.4.4 of this agreement, where an employee's employment is being terminated by the Ministry by reason only of the sale or transfer by the Ministry of the whole or part of its functions, nothing in this agreement, or any other agreement, shall require the Ministry to pay compensation for redundancy to the employee if:
- a the new employer:
 - i has offered the employee employment in the other organisation; and
 - ii has agreed to treat service recognised by the Ministry as if it were continuous service with that organisation: and
 - b the conditions of employment being offered to the employee by the other organisation are the same, or no less favourable than, the employee's conditions of employment including:
 - i all service related and redundancy conditions; and
 - ii any conditions relating to superannuation under the employment being terminated; and
 - c the offer of employment by the other organisation is an offer to employ the employee in that organisation:
 - i in the same role or a substantially similar role to that in which the employee was employed; or
 - ii in another role that the employee is willing to accept.

10 Employment Relationship Matters

10.1 Performance Problems

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

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

10.2 Discipline

10.2.1 The following principles are to be followed when dealing with disciplinary matters, in conjunction with the Ministry's problem resolution process:

- a The member must be advised of their right to request assistance and/or representation at any stage.
- b The member must be advised of the specific matter(s) causing concern and reasonable opportunity provided for the member to state any reasons or explanations.
- c The member must be advised of the corrective action required to amend their conduct and given reasonable opportunity to do so.
- d Before any substantive disciplinary action is taken, an appropriate investigation is to be undertaken by the Ministry.
- e Depending on the seriousness of the misconduct, an oral warning should usually precede a written warning.
- f The process and results of any disciplinary action is to be recorded in writing, sighted and signed by the member and placed on their personal file.
- g A member aggrieved by any action taken by the Ministry must be advised of their right to pursue a grievance in terms of the personal grievance procedure.

10.2.2 The Ministry reserves the right to suspend the member on pay:

- a while investigating serious misconduct, negligence in the performance of the member's duties, or any other serious misconduct or repeated breach of this agreement; or
- b where, because of a condition, illness or injury, the Ministry believes that the member constitutes an immediate hazard to him or herself, or to others.

10.2.3 The Ministry's relevant policies and procedures will have effect on all matters relating to discipline.

10.3 Dismissal

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

11 EMPLOYEE REPRESENTATION

10.3.2 Misconduct or Poor Performance:

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

10.3.3 Serious Misconduct:

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

10.4 Resolving Employment Relationship Problems

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

11 Employee Representation

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

12 Signatories

For and on behalf of
the Ministry of Transport:



Audrey Sonerson, Chief Executive

16 March 2023

Date

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



Alex Davies, Assistant Secretary

15/03/2023

Date

Appendix 1 Recognition and Employment Representation Agreement

Recognition

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

Access

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

Delegates and Facilities

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

APPENDIX 1 RECOGNITION AND EMPLOYMENT REPRESENTATION AGREEMENT

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

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

Deductions

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

Union Meetings

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

APPENDIX 2 MINISTRY OF TRANSPORT JOB STRUCTURE

Appendix 2 Ministry of Transport Job Structure

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

Table 1 Job Structure & Remuneration Data 1 February 2023



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

APPENDIX 2 MINISTRY OF TRANSPORT JOB STRUCTURE

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

APPENDIX 2 MINISTRY OF TRANSPORT JOB STRUCTURE

Appendix 3 Remuneration structure 1 July 2023

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

Appendix 4 Calculations of Retirement Leave

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

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

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

0 APPENDIX 4 CALCULATIONS OF RETIREMENT LEAVE

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

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Appendix 5 Resolving Employment Relationship Problems

What is an Employment Relationship Problem?

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

Raising an Employment Relationship Problem

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

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

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

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

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

Resolving the Problem

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

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

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



Personal Grievances

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

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

Time Limit for Raising a Personal Grievance

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

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

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

Choices of Procedures – discrimination or harassment

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

Services available to help resolve employment relationship problems

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

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

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MINISTRY OF TRANSPORT
INDIVIDUAL EMPLOYMENT AGREEMENT
(pursuant to section 65 of the Employment Relations Act 2000)

AGREEMENT dated _____

PARTIES

MINISTRY OF TRANSPORT (referred to as “the Employer” or “the Ministry”)

(“the Employee” or “you”) _____

Introduction

This Individual Employment Agreement (IEA) defines the legal relationship between you and the Ministry of Transport.

This Agreement, along with your letter of acceptance, job description, and the Ministry’s policies and procedures set out your terms and conditions of employment. Please ensure you read all of the documentation. You are entitled to seek independent advice before signing.

The responsibilities of your position are set out in the attached position description. These duties include carrying out all lawful and reasonable instructions the Ministry asks you to. Changes may be made to your position description after a discussion in good faith.

The Ministry has policies and procedures that relate to your role. The Ministry will make sure these are available to you. You must be familiar with these and follow them. The Ministry may introduce new policies or procedures, or change existing ones but will give reasonable notice of any changes.

You are required to comply with the Ministry’s Code of Conduct/State Sector Code of Conduct attached to this offer. You must also comply with other State Sector codes and guidance (as applicable to the Ministry).

Duties of the Employee

Your main duties and responsibilities upon commencement will include those specified in the Position Description. You acknowledge that your role may evolve and you will undertake all duties, reasonably within your skills and capabilities, as directed by the Ministry.

You will devote the whole of their working time, attention and abilities to the business of the Ministry.

You will initially report to the position identified in the Position Description. The Ministry may change this reporting line at its discretion.

Hours of work

You will work at least the minimum hours set out in the cover letter.

Your actual working hours may vary from week to week in accordance with the operational requirements of the Ministry, which are influenced by (amongst other things), the demands of the Minister and the Ministry’s work programme. For this reason, you will be required to be available for a further three hours per week in addition to your minimum guaranteed hours. Your salary includes reasonable compensation for this additional availability.

Performance and salary reviews

The Ministry will review your performance and salary annually and this may or may not result in a change of salary.

Leave

The leave provisions will be in accordance with the Holidays Act 2003 and the Ministry Leave Policy.

Annual leave

You are entitled to four (4) weeks annual leave per annum once you have worked for the Employer for twelve (12) months. Following five (5) years' completed service, you become entitled to a further two (2) days of annual leave per annum (pro-rated for part time employees). You may cash up a week of annual leave in accordance with the Holidays Act 2003 with the Employer's mutual agreement.

With the Employer's agreement, you can take annual leave in advance of your entitlement. Any advance leave must be repaid to the Employer if you cease working for the Ministry.

Ministry Holidays

You are entitled to three (3) paid Ministry Holidays per annum. These days should normally be taken between Christmas and New Year unless otherwise agreed.

Public Holidays

You are entitled to public holidays in accordance with the Holidays Act 2003, on the days specified in the Act. Should you be required to work on any of these days, the Holidays Act 2003 provisions will apply. However, unless specifically required to do so, you will not otherwise work on a public holiday.

In the event that you work on a public holiday, you will be paid for the hours actually worked at the rate of 1.5 times your relevant daily pay rate (on an hourly basis).

You are entitled to an alternative holiday if:

- a) the public holiday falls on a day that would otherwise be an ordinary working day for you; and
- b) you are required to work and actually work, in accordance with this Agreement, on any part of that day.

Sick leave

You are entitled to ten (10) days sick leave per annum in your first two (2) years of employment, and fifteen (15) days per annum for each subsequent year. This will be pro-rated for part-time employment.

Sick leave can be used for illness or injury or to care for a dependent person who is sick or injured. Unused sick leave may be accumulated up to 260 days current entitlement at any time. If you have used all available sick leave, the Employer may approve you to take sick leave in advance or annual leave in accordance with the Holidays Act 2003.

The employer may require proof of sickness or injury at any time that you take, or ask for, as sick leave. The employer will tell you as soon as possible that proof is required.

If you have been away for three (3) or more calendar days in a row — or you are taking sick leave that is more than the legal minimum — you must get a medical certificate at your own cost. If you have been away for less than three full days in a row, the Ministry will pay if we request a medical certificate.

Bereavement leave

You are entitled to take up to three (3) paid days off after the death of an immediate family member, e.g. parents, child, partner or spouse, grandparents, grandchildren, brother, sister and parents-in-law.

You are also entitled to one (1) paid day off after the death of another person if the Ministry accepts you have suffered a bereavement. As soon as you can, you must tell your manager of your relationship to the person who has died, and the date(s) you wish to be away from work. The Ministry will make a decision quickly so you have as much time as possible to make necessary arrangements.

Parental leave

You are entitled to parental leave in accordance with the Parental Leave and Employment Protection Act 1987. If you are on parental leave for a period of at least six (6) weeks and have completed six (6) months service prior going on parental leave, you will be entitled to an ex-gratia lump sum payment of thirty (30) days based on your current remuneration prior to you going on parental leave. If you are on parental leave less than six (6) weeks the ex-gratia payment will be pro-rated with 30 days payment being the equivalent of 6 weeks or more leave taken. If your partner is also entitled to a State Sector ex-gratia payment, only one of you will be able to receive a payment.

Long service leave

You are entitled to long service leave of one (1) week after five (5) years completed service, and an additional one (1) week of long service leave after every subsequent five (5) years. Long service leave may be accumulated and taken together, to a maximum of four (4) weeks.

Retiring Leave

Employees with over ten (10) years service who are actually retiring and not taking up alternative employment will be granted retiring leave, in accordance with the Ministry's policies and procedures and as per the provisions in Appendix 1 (attached).

Employees who have established eligibility to retire on medical grounds will be granted a minimum of sixty five (65) working days retiring leave regardless of length of service.

Medical assessment

You agree that the Ministry may require you to undergo a medical or psychiatric examination or assessment by a registered medical practitioner nominated by the Ministry:

- a) if you have been absent from work due to a condition, illness or injury; or
- b) in the course of assessing whether you are capable of performing your duties in terms of this Agreement; or
- c) if the Ministry considers that your physical and/or mental health may be affecting your ability to perform the duties under this Agreement safely and effectively; or
- d) for the purpose of deciding whether to terminate your employment on account of ill health or injury.

You agree that the results of any such medical examination or assessment shall be copied to the Ministry.

The Ministry shall meet the costs of the requested medical examination or assessment.

If you fail or refuse to attend a medical examination or assessment under this Agreement, the Ministry reserves the right to make a decision regarding your fitness to perform your duties under this Agreement, and/or your continued employment, on the information it has available.

Deductions

By signing this Agreement, you give written consent to the Ministry (pursuant to section 5 of the Wages Protection Act 1983) to make deductions from any remuneration or other moneys owing to

you at any time during the course of your employment or on termination of the employment. Deductions may be made for at least the following:

- a) Default or incorrect overpayment.
- b) Any sum which may be owing from you to the Ministry.
- c) Lost, damaged or unreturned equipment.

Redundancy

Redundancy is when an employee's role is no longer required. If after following a good faith restructuring process you are made redundant, you will be given notice as set out in the Termination of employment clause of this agreement. You will also receive the following redundancy compensation:

In the event of redundancy, the Ministry shall pay you at the date of termination, redundancy compensation of a sum (less tax) equivalent to four weeks' ordinary time pay for the first year of service, plus a further one week's ordinary time pay for each completed year of continuous service beyond the first year.

The maximum compensation available under this clause is a total of thirteen (13) weeks ordinary time pay.

You will not receive redundancy compensation or other redundancy entitlements in the following circumstances:

- a) If, in the event of a restructure (as defined in section 69OI of the Employment Relations Act 2000) you transfer to the new employer on generally the same or better terms and conditions, or any role with terms and conditions that you accept; or
- b) You are offered and accept another position in the State services (either within the Ministry or elsewhere in the State services) on terms and conditions of employment that are no less favourable, in the circumstances listed in section 61A(1)(a) of the State Sector Act 1988; or
- c) You are offered an alternative position in the State services (either within the Ministry or elsewhere in the State services), on terms and conditions of employment that are no less favourable, in the circumstances listed in section 61A(1)(b) of the State Sector Act 1988, regardless of whether you accept that offer or not.

Employee Protection Provision

Where part or all of the Ministry's organisation or operations is to be sold, transferred, merged with, or contracted out to another person or entity ("Third Party") as the result of a restructure and, as a result, the work previously performed by you (or substantially similar work) is instead to be performed by employee(s) of the Third Party, the following provisions will apply unless legislation provides otherwise.

The Ministry will enter into discussions and negotiations with the Third Party to address matters regarding the likely impact of this event upon you, including whether it is possible to transfer you to the Third Party, whether any such transfer will be offered to you on the same, or substantially similar terms and conditions of employment, and whether your service with the Ministry will be treated as continuous service with the Third Party.

Where practicable, the Ministry will consult with you as part of this process for discussing and negotiating the matters listed above and report back to you as to the outcome of these discussions and negotiations so far as they relate to you. However, the Ministry notes that consultation may not be possible where it is unable to provide you with confidential information relating to any such proposal. This may occur in situations where there is a need to maintain the confidentiality of that information and includes, but is not limited to, the protection of information which protects the

commercial position of the Ministry from being unreasonably prejudiced, or information that would require protection for public interest or national security reasons. In such circumstances, you will be consulted as soon as it is practicable to do so.

On the completion of the discussions and negotiations with the Third Party, you will be advised of the following as soon as is practicable:

- (i) whether it is possible to transfer your employment to the Third Party and if so, the terms and conditions of that transfer, and the date by which you must elect to transfer (or not to transfer) to the Third Party;
 - (ii) of the options and entitlements available to you (if any) should you choose not to transfer to the Third Party;
 - (iii) of the options and entitlements available to you should the Third Party not have employment available for you on similar terms and conditions.
- a) Where part or all of the Ministry's operations or organisation is sold, transferred, merged with, or contracted out, the following provisions will apply:
- (i) Where you are offered and accept, or are offered and elect not to accept, a position in the circumstances listed in the redundancy clause of this individual employment agreement, you will not be entitled to any notice of redundancy or redundancy compensation.
 - (ii) Where you are not offered a position in the circumstances listed in the redundancy clause of this individual employment agreement, you will be considered redundant. You will be entitled to notice of termination in accordance with the termination of employment clause, and redundancy compensation according to the redundancy clause.

Service recognition

The Ministry recognises previous service with other departments of the Public service as specified in the First Schedule of the State Sector Act 1988, and with any crown entity (excluding District Health Boards and the Education service as defined in the State Sector Act 1988). This continuous service will be recognised if it ended within six (6) months of commencement of employment with the Ministry for the purposes of any leave entitlements only. It is not recognised if it ended with accepting severance, enhanced early retirement, or under restructuring. Parental leave for childcare will interrupt but not break service.

Health and Safety

The Ministry will meet its obligations under the Health and Safety at Work Act 2015.

The employer's duties include:

- providing and maintaining a safe working environment for employees and others in the workplace
- providing and maintaining facilities for the welfare of the employee while at work
- providing all necessary training and instructions to employees
- making sure machinery and equipment is safe
- making sure working arrangements are not hazardous
- providing procedures to deal with work emergencies
- making sure health and safety employee engagement and participation processes are in place

- consulting and cooperating with other businesses operating in the same workplace(s) to keep everyone safe and healthy.

You will follow the employer's health and safety rules and procedures. You will take reasonable care to look after your own health and safety at work, your fitness for work, and the health and safety of others.

Examples of how you can take reasonable care include:

- following all reasonable health and safety rules and instructions
- participating in health and safety discussions
- exercising your right to refuse to do unsafe work
- taking reasonable care that your actions (or inactions) do not cause harm, or risk of harm, to yourself or others
- not reporting for duty under the influence of alcohol or drugs that impair your performance or fitness for work
- wearing all necessary personal protective equipment and clothing.

You must report any potential risks, incidents and near misses so the employer can investigate, and eliminate or minimise harm or risk of harm.

Failure to follow reasonable health and safety rules may be considered serious misconduct.

Resolving employment relationship problems

A problem between you and the Ministry might be a personal grievance, dispute or other issue.

If you have concerns about your employment, or how you are treated at work, you should tell the Ministry as soon as possible so these can be resolved. The first step is for you and the employer to talk about the problem and try to find possible solutions.

If the problem cannot be resolved, you or the employer can seek help from an external party, e.g. one or more of the following:

- Ministry of Business, Innovation & Employment, which offers free information and mediation to help employers and employees work together to resolve problems
- a union or an advocate
- a lawyer.

If it cannot be resolved at mediation, you or your employer might want to go to the Employment Relations Authority. If it is a personal grievance, you have 90 days from the time the problem occurred, or became known, to raise the grievance with the employer. Some of these steps may come at a cost. You can invite a support person or representative to attend all steps in the process.

Termination of employment

For permanent employees, either party may terminate this agreement by giving one month's notice in writing. Less than one month's notice requires mutual agreement.

For fixed term employees, either party may terminate the agreement by giving two weeks notice in writing. Less than two weeks notice will require a mutual agreement.

On termination, you will be paid in lieu of any untaken annual leave entitlements. For any uncompleted 12 month period 8% holiday payable earnings will be paid.

Where you is terminated for poor performance (when performance improvement interventions have failed), misconduct, or incompatibility, you will receive one month's notice. The Ministry may decide to pay you your salary in lieu of notice.

If, after following a fair process, the Ministry concludes that you engaged in serious misconduct, you may be dismissed without notice. Serious misconduct is behaviour that fundamentally compromises the Ministry's trust and confidence in the employee. Serious misconduct includes, but is not limited to:

- theft
- sexual or other assault
- harassment of a work colleague or customer
- use of illegal drugs at work
- repeated failure to follow a reasonable instruction
- deliberate destruction of the employer's property
- actions that may bring the employer into disrepute
- a serious breach of the employer's policies and procedures.

Medical Retirement

If the Ministry believes on reasonable grounds that you are not able to do your job because of a condition, illness or injury, and will not be able to resume their job within a reasonable timeframe, the employer may end your employment by giving at least 1 month's notice.

Before doing so, the employer will:

- request medical details from you about your condition
- consider any information provided within a reasonable timeframe, together with any results from medical examinations they have asked you to take
- meet with you to discuss your condition and timeframes for recovery.

Abandonment

If you are away for three or more consecutive working days without telling the Ministry or getting permission — and the Ministry has made reasonable efforts to contact you to clarify the reason for your absence and whether you intend to return to work — the Ministry may regard you as having abandoned your employment.

The Ministry will tell you that you have been deemed to have ended your employment. Your employment will finish at the end of the last day set out above.

Suspension

You may be suspended on pay while the Ministry investigates allegations against you, e.g. for serious misconduct, or if a condition, illness or injury means you pose an immediate risk to yourself and/or others, or the orderly conduct of an investigation.

If an investigation is delayed because you refuse to take part, or because of other reasons beyond the Ministry's control, e.g. waiting for a criminal trial to end, the employer may decide any further time on suspension will be unpaid.

Garden Leave

The Ministry reserves the right to place you on "garden leave" for all or part of your notice period where you are dismissed on notice or where you resign, or in the event that you are offered and accept employment with an organisation whose business creates a conflict of interest with the business of the Ministry.

Whilst on garden leave you:

- will be paid and remain an Employee of the Ministry (and remain bound by obligations of fidelity, trust, and confidentiality etc.);

- will not be required to undertake any work for the Ministry and will not contact any of the Ministry's employees, customers, clients or suppliers, except with the Ministry's consent; and
- will not compete or undertake any work for any other organisation including promotional work, whether paid or unpaid, except with the Ministry's consent.

Ownership of information

Anything that you invent, develop, create or make as part of your job is the intellectual property of the Ministry. The Ministry must be told about it immediately and you agree to take any necessary steps to transfer ownership.

This may include but is not limited to:

- trade marks — signs (including brand names), slogans and logos
- patents — inventions, including new products or processes, and how something is made
- designs — product appearance
- copyright — original works, including written material, drawings, film and sound recordings.

Confidentiality and non-disclosure

You agree to keep confidential information private. Except as part of the proper performance of your job, you will not directly or indirectly use, copy, share, or permit the use or copying of any confidential information owned by the employer unless you have written permission, or to the extent necessary to carry out your duties or as required by law.

Confidential information means all information owned by the Ministry that is not in the public domain (other than as a result of a breach of your obligations), and which the employer reasonably regards as confidential. It includes, but is not limited, to:

- commercial agreements
- information about the Ministry's dealings with the Minister of Transport and/or the Government, except to the extent that any such information would be disclosable if requested under the Official Information Act
- information about other stakeholders (including other public sector agencies) that the Ministry deals with in its day to day work, except to the extent that any such information would be disclosable if requested under the Official Information Act
- trade secrets
- information about financial affairs
- business methods and systems
- detailed information and records about suppliers and employees
- business strategies, including merchandising, budgeting, market analysis, and services.

The requirement for confidentiality applies at all times you work for the Ministry, and after your employment ends.

Other Employment

During employment with the Ministry, you may be directly or indirectly interested, employed or involved in any business or activity apart from one which may:

- a) Result in unauthorised use or disclosure of the Ministry's confidential information and/or Intellectual Property; or
- b) Constitute a conflict of interest with the Ministry; or
- c) Adversely affect the reputation of the Ministry; or
- d) Adversely affect your health and safety or the health and safety of other employees or contractors; or

- e) Adversely affect the performance of your duties under this Agreement.

Before undertaking any employment, business or work-related activity, other than work for the Ministry or new work to be commenced after the cessation of your employment with the Ministry, you will inform the Ministry of the proposed employment, business or work-related activity. Where it may result in any of the situations referred to in (a) to (e) above, the Ministry's consent will be required before you may undertake such employment, business or work-related activity. The Ministry may withhold its consent (or alternatively require that you accept such employment only with certain restrictions as to duties, hours, location or other terms), if necessary to prevent, or manage the risks arising from, any of the situations listed in (a) to (e) above.

Where you are unsure whether an activity or interest requires the Ministry's consent in accordance with this clause, you will disclose the details of the proposed activity or interest to the Ministry.

Conflict of interest

If you are offered and accept employment with another employer, whose business conflicts with the Ministry's business, you undertake to immediately notify the Ministry.

You must not accept, whether directly or indirectly, any fee, gratuity, commission, inducement, reward or other benefit (either in money or kind) from any person or organisation in payment or exchange for any matter or thing relating to your duties without the prior written approval of the Employer.

In the event that any potential conflict of interest situation arises, you have an obligation to notify the Employer immediately.

Severability

If any provision of this agreement is invalid, void, or unenforceable, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid, void, or unenforceable provisions, will continue to be of full force and effect.

Waiver

The failure of either party to enforce a provision of this agreement does not constitute a waiver of the right to later enforce that or any other provision of this agreement.

Governing Law

This agreement will be governed solely and exclusively by the laws of New Zealand and is to be subject to the exclusive jurisdiction of the courts of New Zealand.

Completeness

The terms and conditions set out in this agreement, and the letter of offer comprise your entire employment agreement with the Ministry and supersede any previous agreements and understandings (either written or oral) between the parties. For the avoidance of doubt, it is accepted and acknowledged that any previous employment agreements between the parties no longer have effect.

The terms of this agreement may only be varied in writing.

Employee acknowledgment

The Ministry of Transport Te Manatu Waka offers this employment agreement to _____.

Signed by Audrey Sonerson

In signing this agreement, I, _____, accept the terms and conditions of my employment as detailed within this offer and declare that:

- I have read, and fully understood the terms and conditions of this agreement, and have received a copy of it.
- I was told about my right to get independent advice on the terms and conditions of this agreement and I have been given time to take that advice.
- I have raised any issues I have about the terms and conditions of this agreement and my employer has responded to these issues.
- I have told my employer about any existing physical and/or health conditions that might be worsened by doing the job, or might affect my ability to do the job.
- I confirm there are no contractual or other legal reasons that could stop me from working for my employer.
- The information I have given is true and correct to the best of my knowledge and belief, and I have not left out anything that could affect the decision to employ me.
- I am, and will remain, able to work legally in New Zealand.

Signed by employee

Date

APPENDIX 1

Retirement Leave

Employees with over ten (10) years service who are actually retiring and not taking up alternative employment will be granted retiring leave, in accordance with the Ministry's policies and procedures. (See retirement leave calculation table attached.)

Employees who have established eligibility to retire on medical grounds will be granted a minimum of sixty five (65) working days retiring leave regardless of length of service.

RETIREMENT LEAVE CALCULATION TABLE

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

Entitlement (in working days) With Service of Years and Months Specified						
Months:	0	2	4	6	8	10
	Days	Days	Days	Days	Days	Days
10 yrs	22	23	24	24	25	26
11 yrs	26	27	28	29	29	30
12 yrs	31	31	32	33	34	34
13 yrs	35	36	36	37	38	39
14 yrs	39	40	41	41	42	43
15 yrs	44	44	45	46	46	47
16 yrs	48	49	49	50	51	51
17 yrs	52	52	53	54	54	55
18 yrs	56	57	58	59	59	60
19 yrs	61	61	62	63	64	64
20 yrs	65	65	65	65	65	65
25 yrs	65	66	66	67	68	69
26 yrs	69	70	71	71	72	73
27 yrs	74	74	75	76	76	77
28 yrs	78	79	79	80	81	81
29 yrs	82	83	84	84	85	86
30 yrs	86	87	88	89	89	90
31 yrs	91	91	92	93	94	94
32 yrs	95	96	96	97	98	99
33 yrs	99	100	101	101	102	103
34 yrs	104	104	105	106	106	107
35 yrs	108	109	109	110	111	111
36 yrs	112	113	114	114	115	116
37 yrs	116	117	118	119	119	120
38 yrs	121	121	122	123	124	124
39 yrs	125	126	126	127	128	129
40 yrs	131					

Appendix A: Te Manatū Waka – Flexible Working Guidance

Te Manatū Waka values flexibility within its workforce and recognises the benefits it has to the development of a positive and inclusive environment. Flexibility can make it easier for you to balance work, personal life and other commitments and manage your career as you move through different phases of your life.

This guidance accompanies our Flexible Working Policy and outlines:

- Types of flexible working
- Process
- Employee, organisation, and manager responsibilities
- Your at home set up
- Wellbeing, Health & Safety
- Etiquette

Types of flexible working

There are many options of flexible work that may enable you to live a healthy work life balance. Usually, flexible working includes changes in where, how, or when you would work.

These options can be a short-term or long-term arrangements.

Flexi Place	Flexi Time	Flexi Career
<p>Options that allow employees to work from home or another location outside of the office on full, part-time, or casual basis.</p> <p>Working from home/Hybrid working allows individuals to split their work time between working remotely and working in the office or location of work. This arrangement allows balance in interaction time with colleagues at the office and time working away from the office.</p> <p>Working from another office We currently have two office spaces in Te Whanganui-a-Tara/Wellington and Tāmaki Makaurau/Auckland. Our Auckland office is limited by capacity.</p>	<p>Options that allow employees to vary their work hours or days on a regular basis or from time to time</p> <p>Flexi Time individuals agree core hours and then schedule their day around these to how it best suits i.e. take a longer lunch to get to the gym or drop the kids off.</p> <p>Part-time an arrangement where an individual is contracted to work less than full-time hours. This may be working fewer than 5 days per week and/or working less hours per day (hard to explain without saying what a standard day is).</p>	<p>Options that allow employees to manage their roles and careers flexibly</p> <p>Study to support you to pursue study while working.</p> <p>Career break extended period of leave that is normally unpaid.</p> <p>Work transition provides opportunities to make changes in your work hours, location, or job responsibilities. For example, moving to a less demanding job to enable care of an elderly relative.</p> <p>Phased retirement hours of work are progressively reduced until full retirement is reached at a specified date</p> <p>Phased return hours of work are progressively increased until a full complement to full- or part-time</p>

		hours is reached at a specified date. Often used when returning from parental leave.
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Process

Before requesting a flexible working arrangement, consider what arrangement would best support your wellbeing, role requirements and work life balance.

You will need to read the [step-by-step guide](#) to understand if the arrangement you want is formal or informal and the process for either option.

You may also consider having a discussion with your manager to discuss your proposed arrangement.

Informal arrangements:

- Usually occurs when managers agree that employees have flexibility over when and where they carry out their work, subject to meeting position responsibilities and deliverables. This can mean that the exact arrangements (times or place of work) vary and are agreed between managers and employees as and when needed.
- Do not require changes to pay or terms and conditions in employment contracts.
- Can be agreed to verbally but can be helpful to have an email that clarifies understanding.

Formal arrangements:

- Occurs when a recurring work arrangement impacts on pay or involves changes to employment terms and conditions such as working hours, patterns and location. It may take place for an agreed period or on an ongoing basis with regular review.
 - i.e. it is agreed that remote work is regular
- Are required to be in writing as per the Employment Relations Act 2000.
- Enables us to meet our legal obligations under the Employment Relations Act 2000 and Health and Safety at Work Act 2015.

Example table of arrangements, not comprehensive

Arrangement	Description	Formal/informal (as a guide)
Arrival/departure times	Change the time you start, and finish work i.e. 7.30 – 3.30 rather than 8 – 4	Informal
Variable work schedule	Completing contracted hours with some hours outside of core standard operating hours i.e. making up for two-hour break after hours	Informal (usually short term)
Appointments	Time during working hours to attend appointments	Informal
Flexibility in work location	Occasionally or regularly working from another location, or from home	Informal or formal dependant on regularity.

		<p>Informal is when someone may work in the office but every so often asks their manager to work remote.</p> <p>Formal is when there is an agreement that someone will work regularly remotely (i.e. you work three days each week remote)</p>
Phased retirement	Agreed plan between employee and employer to gradually reduce hours of work prior to retirement	Formal

If you think your arrangement is formal, you will need to request formal approval (particularly where work is performed remotely and a regular and systematic basis) in writing either by email, letter or if you need some supported guidance, you could use the Flexible Working Arrangement form (**Appendix B**). Whatever form of written submission you choose, it must reference 'Part 6AA of the *Employment Relations Act 2000*', as per legislative requirements.

After your request has been submitted, your manager will respond to you as soon as possible and no later than one month. Genuine consideration in a fair and consistent way, will be given to all requests and managers must follow guidance on how to consider, deal and respond to requests (**Appendix F**).

If approved, your arrangement will be confirmed in writing by your manager and if required, in consultation with Human Resources (HR). All other terms and conditions of your employment will remain the same.

If your request is declined, your manager is responsible, in consultation with Human Resources, to set out on which of the recognised business grounds or non-accommodation grounds that it is being refused. We will work with you to consider an alternative flexible arrangement.

You can only make a formal complaint if you believe the process has not been followed for notifying you of a decision. This is the only ground that you have for taking an action. Action cannot be taken because your manager refused your request, or because you disagree with the ground given. Please engage with your Human Resources Adviser to go through the complaints process or alternatively, you can seek guidance from MBIE.

Organisation Responsibilities

- Te Manatū Waka has a duty to genuinely consider all requests in a fair and consistent manner and in good faith.
- Provide employees with the highest level of protection from workplace health, and safety risks, so far as reasonably practicable. This includes risks to both physical and mental health.
- Te Manatū Waka is to provide all employees with one standard technology kit that assists and enables them to work in the office and remotely. This currently includes a laptop, mobile device, screen, keyboard and mouse. This is provided at the Ministry's discretion and may be subject to review and change.

Manager Responsibilities

- Managers at Te Manatū Waka have a duty to genuinely consider all requests in a fair and consistent manner and in good faith.
- They must reply to a request in writing as soon as practicable, but no later than one month.
- Each request is assessed on a case-by-case basis but should be considered with organisation, team and individual in mind.
- Must follow guidance on how to consider, deal and respond to requests (**Appendix F**).
- Must consult with HR about flexible working requests if they are unable to be agreed between individual and manager.
- Managers are responsible for maintaining and monitoring performance, health and safety and wellbeing of employees as they usually would, irrespective of location.
- Must jointly work through the working remote checklist (**Appendix C**)

Employee Responsibilities

- Employees must comply with the Flexible Working Policy and the guidelines contained in this document as well as all other organisational policies and procedures.
- Be consistent in keeping in regular contact with manager, team, and customers and stakeholders.
- Comply with all health and safety requirements as per the Health and Safety at Work Act 2015.

Wellbeing, Health, and Safety

No matter when or where you work, health and safety is a shared responsibility between Te Manatū Waka and yourself. When working remotely, you are responsible for organising a work area that is appropriately set up to ensure that you can work comfortably, ergonomically, and safely.

Regardless of your work location, Te Manatū Waka is committed to eliminating or minimising the risks that may arise in your at home workplace environment so far as is reasonably practicable. This includes the risks to your mental health.

Working from home can support positive wellbeing but it can also introduce health risks. You can manage the risks of working from home by setting up a healthy workstation and making sure that you work in a suitable environment.

Together, we will enable you to identify risks and hazards, report accidents and near misses, continue to take regular breaks, and not work unrequired additional hours. Government Health and Safety Lead New Zealand have supporting guidance that we will use to Act, Plan, Check and Do (**Appendix D**).

Working remotely regularly can have a risk of social isolation (Worksafe NZ). Your manager will make sure that you have plenty of opportunities to stay connected– either alternating days working at home and in the office or having regular ‘virtual catchups’ through phone, email, or video conferencing. It will be your responsibility and requires your commitment to engage in these opportunities and stay connected.

You will refer to the Ministry guidance documents available on Discover for information about maintaining wellbeing, health and safety when working from home or remotely, specifically:

- [Health and Safety New Zealand – Guide to manage risks for workers at home](#)
- Worksafe New Zealand – [Working from home guidance](#)

Your at home set up

It is required that you work from a location that is safe and suitable for working remotely. We are different shapes and sizes and work in different ways, so there is no single workstation set up that would suit everyone. You need to set up your workstation to suit you.

Workstations that do not suit your body or your work tasks may cause fatigue, discomfort, or pain. We have provided Worksafe New Zealand's best practice guidance for Setting up a Healthy Workstation and Staying Mentally Healthy (**Appendix E**). This is also available in Discover under Wellbeing@work. Additionally, you can speak to any of our Wellbeing, Health, and Safety Representatives for further support.

With your manager, you will work through our working from home check list (**Appendix C**). While not a requirement, we encourage you to share a photo with your manager or a representative of the Health and Safety Committee, of your workstation set up to help assist you in having a set up that supports your wellbeing, health, and safety and if necessary, an assessment of the workstation may be arranged.

Te Manatū Waka provides you with one standard technology kit that should assist enable you to work in the office and remotely. This currently includes a laptop, mobile device, screen, keyboard and mouse. This is provided at the Ministry's discretion and may be subject to review and change.

As outlined in the Flexible Working Policy, Te Manatū Waka may consider financial support to those requesting hybrid or remote working arrangements; however, this would typically only be considered in exceptional individual circumstances and will be agreed at Te Manatū Waka discretion and as such is not guaranteed.

You are to keep all work information secure and are encouraged to refresh yourself on our:

- Digital Services Policy
- [Security Information Policy](#)
- Working Remotely Hub ([Discover](#))
- Security Hub ([Discover](#))

Etiquette

We acknowledge that at times it is more productive to work remote. This can be an opportunity for you to be in a controlled environment that best suits you and your workload. We encourage everyone to follow the great practices and habits already in place at work, when working remote.

Wherever you base yourself for your workday it is always good to communicate with your manager, team, or clients your location. This could be done by using teams, email, an excel spreadsheet, whatever your team has agreed best works and just like when you're in the office, it is useful to let your team/manager know if you will be away for an extended time.

Where practical, it is required that your camera will be on for all meetings, acknowledging that at times for larger meetings it may benefit the connection to have your camera off. Certain meetings do require that your camera is on, as an example, meeting with our CE. You will be in an appropriate workspace where you may choose to blur or replace your background for additional privacy.

As usual practice do not hold in-person meetings with external stakeholders at your home and be mindful of the conversations you are having if you meet in a public setting.

If you have other members of your household at home, take care to ensure that they are not able to hear meetings or conversations or disrupt you.

When working from home, it is expected that you are primarily engaged in your work.

Be mindful of our “Dress for your day” guidelines and other related policies.

Appendix B: Flexible work application form

Kia ora! Please fill in this application or use as a guide, then give to your manager who will consult with Human Resources and if approved, will get the appropriate documentation prepared.

Full Name		Date	
Role			
Manager Name			

Under Part 6AA of the Employment Relations Act 2000 I would like to request a variation to my current working arrangements which are:

Place(s) of work	
Days and hours of work	

My proposed working arrangement is:

Place(s) of work	
Days and hours of work <i>specify days and hours both at office and remote</i>	

I would like this arrangement to be:

☐ permanent ☐ temporary and effective from [Click or tap to enter a date.](#) and if applicable, end by [Click or tap to enter a date.](#)

Benefits I believe my new arrangement would benefit myself, Te Manatū Waka, my team, and customers by	
Potential Impact I believe my new arrangement may have the following impacts on myself, Te Manatū Waka, my team, and customers by	
Mitigation Any impacts can be mitigated or fixed by	

If my request for a flexible working arrangement is approved by Te Manatū Waka, I acknowledge that I will:

- ☐ Read, agree, and comply with the Flexible Work Policy, Flexible Work Guidelines as well as all other related Ministry policies and procedures as outlined
- ☐ Only work from a location that is safe and suitable for working from home and/or remotely
- ☐ Read and comply with all wellbeing, health, and safety requirements
- ☐ Take reasonable steps to keep the organisation’s technology, equipment, and information safe and in working order

Signature		Date	
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Appendix C – Working remotely: *How we set up, plan, and check your health, safety, and wellbeing*

Name		Date	
Work Environment <i>You have assessed your workspace as follows</i>		Creating a routine	
<input type="checkbox"/> A safe (physical and psychosocial) space to work <input type="checkbox"/> Electrical sockets and plugs in good condition, not overloaded and surge protected <input type="checkbox"/> Electrical leads in good condition and not causing a trip hazard <input type="checkbox"/> Lighting suitable and no glare on screen <input type="checkbox"/> Noise levels acceptable <input type="checkbox"/> Photo or video conference of space given, if consented and agreed to <input type="checkbox"/> Temperature is suitable and comfortable		<input type="checkbox"/> Method of preferred contact is <input type="checkbox"/> phone <input type="checkbox"/> teams *it is expected you will be contactable on both but will use your preferred first initially <input type="checkbox"/> Contact phone number is confirmed and up to date <input type="checkbox"/> Discussed safe computer use including micropauses, stretching and regular breaks <input type="checkbox"/> Read Worksafe guidance section on routine (Appendix E)	
Wellbeing		Team, connection & communication	
<input type="checkbox"/> Discussed wellbeing and a plan to check in on wellbeing regularly <input type="checkbox"/> Discussed impact of isolation on wellbeing <input type="checkbox"/> Discussed important signs of physical problems (Worksafe guidance Appendix E)		<input type="checkbox"/> Plan in place for regular team meetings to enable connection (both in person and virtual) <input type="checkbox"/> Discuss what success looks like when working from home	
Workstation set up		Expectations	
<input type="checkbox"/> Has an appropriate desk or an equivalent that is supportive to you <input type="checkbox"/> Has an adjustable chair with back support or an equivalent that is supportive to you <input type="checkbox"/> Has a second monitor, if not can be provided by IT <input type="checkbox"/> Has a keyboard and mouse, if not can be provided by IT <input type="checkbox"/> Has read the Worksafe guidance section on workstation set up (Appendix E)		<input type="checkbox"/> Understanding of expectations for meeting attendance <input type="checkbox"/> Understanding of policy, guidance, and appendices <input type="checkbox"/> Understanding of etiquette outlined in guidance	
Emergencies		Privacy and Security	
<input type="checkbox"/> Emergency contact details are up to date <input type="checkbox"/> If able, has appropriate first aid supportive to you <input type="checkbox"/> Knows closest civil defence centre <input type="checkbox"/> Has manager and one other team members contact details if needed		<input type="checkbox"/> Workspace allows for privacy <input type="checkbox"/> Has read all related privacy and security documentation outlined in the flexible working policy's associated documents section	
Signature		Manager Signature	

Appendix F – Manager guidance: Consider, deal, and respond

This guidance has been created to help managers approach flexible working transparently, fairly and in good faith. If in doubt, speak to a HR Adviser.

Consider

Consider the request carefully and fairly. You must consider all requests for flexible working arrangements in a fair way and in good faith. There are only a few business-related grounds to say no to a request and you shouldn't try to assess whether one person's need for flexible working arrangements is greater than another's.

Acknowledge

It's important to acknowledge that you have received the request.

You must deal with a request as soon as possible, but no later than one month after you receive it. The one-month time limit for dealing with a request should provide plenty of time for you to weigh up the impact on your business and decide. You must respond in writing.

Meet

The best way for both parties to understand each other's position and find a solution that meets all their needs is to discuss the request face-to-face. This is a chance to talk about the requested working arrangement in depth, and consider how these could fit with the TMW, employee, yourself, and other workers. It will help if both you and the employee are prepared to be flexible. If the requested working arrangement can't be agreed to, the discussion may help identify alternatives or perhaps a flexible working arrangements trial.

Approve

Remember that the agreed new working arrangement will be a permanent change to the employee's terms and conditions of employment, unless agreed otherwise. Where a flexible working arrangements trial or time-limited period has been agreed this should also be described.

Once you have made your decision and advised the employee you also need to think about:

- informing others in your organisation of the new working arrangement, such as other employees and human resources
- whether the new working arrangement means that you need to change your employee's pay and what the impacts might be on holidays and leave
- whether health and safety requirements are still satisfied. This might be relevant if the employee is going to be working from another location or alone out of core business hours.

Decline

In some cases, you may not be able to approve the requested flexible working arrangement. However, it's important that you give all requests your full consideration. You may want to explore alternatives to find an arrangement that works for you and your employee.

When declining a request, you must work with an HR Adviser to state the ground/s for your refusal, and explain the reasons for these ground/s.

How to decline a request There will always be circumstances where, due to the needs of the business, the employer feels they can't accept a request. Employers can refuse a request on one or more of the following recognised business grounds:

if it conflicts with a collective agreement, recognised business grounds or non-accommodation grounds, cannot reorganise work among existing staff, cannot recruit additional staff, Negative impact on quality, Negative impact on performance, Not enough work during the periods the employee proposes to work, Planned structural changes, Burden of additional costs, Negative effect on ability to meet customer demand.

Conflicts with a collective employment agreement You must refuse a request if the proposed new working arrangement conflicts with the provisions of an employee's collective employment agreement. However, there are also likely to be times where a compromise can be reached between the employer, the employee making the request, and other employees in the workplace. It is encouraged to discuss these issues with a view to developing procedures for dealing with such conflicts before they come up.

Notify employee You are required to notify the employee of their decision in writing, and if the request is refused, to give reasons for the refusal.

If in doubt, contact HR!



Flexible working arrangements policy

Purpose

Te Manatū Waka | the Ministry is committed to supporting the health and wellbeing of its workforce alongside its commitment to the reduction of emissions, through flexible working opportunities.

The aim of this policy is to outline a fair and transparent approach of how Te Manatū Waka considers the offer of flexible opportunities, manages existing arrangements and to meet our Wellbeing, Health, Safety, and data reporting obligations.

Scope

This policy applies to all prospective and current employees of Te Manatū Waka, inclusive of contractors.

Policy statement

Te Manatū Waka values flexibility within its workforce and recognises the benefits it has to the development of a positive and inclusive environment. Flexibility can make it easier for employees to balance their work, personal life and other commitments and manage their career as they move through different phases of their life.

Flexible work practices also help Te Manatū Waka to attract and retain diverse talent, aid in the reduction of the gender and ethnic pay gap, build workplace resilience, maintain business continuity, support wellbeing, and reduce emissions.

Overall, flexible work practices provide an opportunity to consider a range of working arrangements that work for the organisation, team, and individuals.

However, not all types of flexibility will be possible for every role. Different types of flexibility may suit different types of roles.

Principles

“If not, why not”, Te Manatū Waka recognises all roles will be suitable for some form of flexible working unless there is a genuine business reason for a role not to be. Our roles will be suitable for some form of flexibility but not every type of flexibility will work for every role. It needs to be mutually beneficial for individuals, our organisation, and teams.

Flexibility requires partnership and give and take between individual, manager, and team. It also places collective obligations on individuals, managers, and teams to be open and adaptable so that it works for everyone.

Enabling flexibility within Te Manatū Waka will allow the normalisation of flexibility in a way that does not undermine career progression or pay and is equally available to all employees irrespective of the reason for wanting it.

Leaders will actively support, champion and role model flexible working practices for themselves and teams.

Te Manatū Waka will give genuine consideration to all requests for flexible working on their own merits, and genuinely think about how the arrangement may work for the organisation, individual and team.

Associated Guidance and Policies

This policy is intended to be read in conjunction with guidance in relation to flexible working opportunities and broader Ministry Human Resources (HR) advice regarding a healthy work and life balance.

- a) Te Manatū Waka's flexible working guidance
- b) Health, Safety and Wellbeing Policy and guidance
- c) Reasonable Accommodation Policy
- d) Parental Leave Policy
- e) Dress for your day guidance
- f) ICT remote guidance
- g) Digital Services Policy
- h) [Security Information Policy](#)
- i) Security Hub

Relevant legislation:

- j) Employment Relations Act 2000
- k) Human Rights Act 1993
- l) Public Service Act 2020
- m) Health and Safety at Work Act 2015
- n) Holidays Act 2003
- o) Privacy Act 2020

Definitions

Flexible working is a broad term relating to any type of work arrangement that allows employees flexibility in how they work. This generally refers to hours of work, place of work and days of work. Flexible working arrangements may be permanent or temporary via agreement.

Arrangement is a term that in this context, is an agreement between parties about how something happens or will happen.

Te Manatū Waka flexible working arrangements and process

Te Manatū Waka may consider the following types of flexible working arrangements on an individual case by case basis:

Hybrid Working: a flexible work arrangement that allows individuals to split their work time between working remotely and working in the office. In view of our limited office capacity, we acknowledge that this will likely be an arrangement that is one of our default ways of working.

Flexi Time: individuals agree their core hours and then schedule their day around these to how it best suits i.e. take a longer lunch to get to the gym or drop the kids off.

Part Time: working less than full time hours. This could be a temporary flexible working arrangement/contractual change or a permanent contractual arrangement.

Flexi Career: individual is able to (gradually) move in/out of workforce; sabbaticals and career breaks.

These flexible arrangements are examples of arrangements that may accommodate both organisational and employees needs.

Other flexible arrangements will be considered on an individual case by case basis.

Requests for formal flexible working arrangements should follow the process as outlined in Te Manatū Waka – Flexible Working Guidance (**Appendix A**). Employees may choose to initially discuss their request for a flexible working arrangement with their manager before submitting a written request (a written request is elaborated on in the guidance). However, this is not essential, and you can submit a written request at any time. All requests will need to be approved in advance of commencing a flexible working arrangement.

We expect all managers to follow the guidelines (**Appendix F**) when considering flexible working requests and to be fair and consistent in their approach. We encourage managers to actively manage informal flexible ways of working how they see best.

We expect all employees with a flexible work arrangement to adhere to Te Manatū Waka – Flexible Working Guidance (**Appendix A**) and the expectations of their manager. It is important to read and understand our policy and guidance as with any policies, breaches may result in disciplinary action.

Te Manatū Waka may consider financial support to those requesting hybrid or remote working arrangements; however, this would typically only be considered in exceptional individual circumstances and will be agreed at Te Manatū Waka discretion and as such is not guaranteed.

Employees affected by domestic violence will have different considerations for flexible working arrangements and supported by Te Manatū Waka. Employees will be able to find more guidance on this in our [Domestic Violence Policy](#) and [Leave Policy](#).

Monitoring and review

The Senior Leadership Team (SLT) may request reports about flexible arrangements across the Ministry to enable them to review, comment and provide strategic advice including risks.

Te Manatū Waka has the right to review flexible working arrangements if it is on one or more of the following business grounds and/or conflicts with the collective agreement.

Recognised business grounds or non-accommodation grounds

- Cannot reorganise work among existing staff
- Cannot recruit additional staff
- Negative impact on quality
- Negative impact on performance
- Not enough work during the periods the employee proposes to work
- Planned structural changes
- Burden of additional costs
- Negative effect on ability to meet customer demand.

This will be done in consultation with the employee and Te Manatū Waka will review any arrangement on an individual case-by-case basis in a fair consistent manner and in good faith.

Owner	Approved by	Date Approved	Next Review Date
Manager Human Resources	Deputy Chief Executive Corporate Services	TBC – once policy is agreed to	TBC – once implementation is completed

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