

Tier 4 (Managers and Principal/Senior Advisors) Collective Agreement (MCA2)

Effective date on and from date of ratification (25 May 2023)

Expiring on 2 April 2025



PSA 

Ngā Kaupapa

O Te Rūnanga o Ngā Toa Āwhina

The Māori PSA Komiti, Te Rūnanga o Ngā Toa Āwhina, is committed to providing a better life for Māori workers, through a kaupapa that promotes unity and strength for Māori across the union.



Kotahitanga
Unity and Solidarity

Unity as Māori people as we embrace our culture and beliefs. Through whakapapa and whanaungātanga we demonstrate kotahitanga.

Rangatiratanga Empowering Māori Leadership

Rangatiratanga is a developed understanding and delivery of kaupapa Māori promoting culture, tikanga and Te Reo within the workplace.

Kaitiakitanga Protection of Māori to secure fair working conditions

Kaitiakitanga promotes guardianship of all things Māori that hold spiritual and cultural significance in our tikanga practices including Te Reo Māori.

Manaakitanga Health and Wellbeing

Manaakitanga helps us to demonstrate through having the support mechanisms of whānau, hapū and iwi to promote a healthy, safe and well-being culture for Māori workers in the workplace.



Wairuatanga Cultural behaviour

Māori believe in and acknowledge the spiritual realm that holds significance to our culture and for us as Māori. Through cultural awareness, recognition of tikanga and kawa we are able to demonstrate strong cultural values in the workplace.

Whakahiato Umanga
Career Development

We are committed to ensure there are on-going opportunities for good career aspirations for Māori and that access to learning and development opportunities are available.

Whanaungātanga
Personalise whānau

Embraces whakapapa with a focus on building strong workplace relationships that support individuals, connections to iwi, hapū, whānau and relatives.

Whakamana Effectiveness

Promotes development of strong Māori capability across all sectors of the union to support strong engagement and empowerment with managers in the workplace.

For more information go to www.psa.org.nz/nga-kaupapa

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Statement of Working Together

PSA and Te Papa Atawhai share principles (above) which give a cultural insight into Te Ao Māori. Both parties:

- Agree that they will use these principles to help guide the way the Collective Agreement is applied.
- Acknowledge the need for a co-operative and inclusive approach to workplace issues and recognise that common interests exist.

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HOW WE WORK TOGETHER

PART 1: High Performance Engagement Commitment

This High Performance Engagement (HPE) model clause gives effect to the commitments in Te Takawaenga Whakamana which is the the Public Service Association/Council of Trade Unions Accord for the Public Service and to the High Performance High Engagement (HPHE) definition agreed by the Public Service Association/Public Service Commission/Chief Executives forum.

The accord seeks to establish commitments to work together on matters of significance to the organisation to improve the delivery of services and quality of the working environment. Those commitments need to be supported by joint plans, structures, resources, and systematic ways of working. Leaders within management and the Public Service Association need to lead in a responsible manner to develop a workplace culture consistent with HPHE principles and practices.

Te Papa Atawhai and the Public Service Association are committed to High Performance High Engagement and to the purpose statement of Te Takawaenga Whakamana:

- To build a modern, adaptive, and high performing Public Service that is unified, and grounded in a spirit of service to the community
- To make the Public Service an exemplar of modern, progressive employment practice and a great place to work
- To support the Public Service to meet its responsibilities under Te Tiriti o Waitangi

The parties will give effect to this purpose through embedding High Performance Engagement ways of working in Te Papa Atawhai.

Dimension	Clause
Commitment	Te Papa Atawhai and the PSA are committed to working constructively together to provide quality services to the public and to foster a desirable work environment.
Continuous Improvement	Te Papa Atawhai and the PSA will work together to build and support a culture of 'continuous improvement' throughout the organisation.
Recognition	In working together, Te Papa Atawhai recognises the independence of the PSA and their collective organisation within the workplace and the wider sector. The PSA recognises the designated authority and accountabilities of Te Papa Atawhai.
Strategic engagement	The parties will engage at both a strategic and operational level. Both parties have an interest in the success of each other and need to understand each other's strategic priorities. Te Papa Atawhai recognises the interests of PSA members in the strategic priorities of Te Papa Atawhai and will engage with the PSA on these.

Planned work programme	The parties will develop a shared work programme and Te Papa Atawhai will provide the requisite resources and people to deliver on this work. The parties recognise their shared responsibilities includes other work as it arises.
Structures	<p>The parties have established structures to support effective engagement between the PSA and Te Papa Atawhai at all levels.</p> <p>The joint Governance committee have agreed membership which will include Maori representation. The committee will oversee the effectiveness of PSA/ Te Papa Atawhai relationships; joint initiatives; organisational change, including 'continuous improvement' initiatives.</p>
Joint decision-making	Te Papa Atawhai and the PSA will endeavour to develop consensus decisions within joint working groups. Where this is difficult, the parties will escalate the issue for guidance. The parties will learn and apply Team Process, interest-based problem-solving approaches and other methodologies to support creative, solution-focused and participative shared decision making.
Information	Te Papa Atawhai will provide relevant information to working group participants in an open and timely manner. The presumption is that information is open to staff, unless the parties agree it is confidential to the working group.
Education	Te Papa Atawhai will provide training, resources and support for delegates and members working on joint working groups. Where training is provided directly by the PSA, Te Papa Atawhai will support those representatives to participate in the training and to apply their skills in the workplace.
Delegates' meetings	Te Papa Atawhai recognises the role of delegates in maintaining and leading the democratic organisation of the PSA within the workplace and will support them to carry out their responsibilities, through providing time, resources and access to management.

1.1 HPE Leadership Group

This is established under the charter. Refer to intranet pages: <http://intranet/about-DOC/DOC-culture-and-working-environment/unions/high-performance-engagement-hpe/>

1.2 Roles and Responsibilities of the Parties to This Collective Agreement

PSA Members:

- Elect workplace PSA delegates and representatives
- Support delegates in their role

- Participate in democratic structures
- Be informed and contribute to processes as necessary such as working parties

PSA Delegates:

- Represent PSA generally and PSA Tier 4 members in the workplace specifically
- Attend meetings as agreed
- Contribute to working groups and projects as agreed
- Participate in democratic structures
- Attend training as needed

PSA Organisers:

- Support, advise and guide the work of the delegates in the workplace
- Represent the interests of the PSA to ensure the union's broader aims are met

Reporting Managers:

- Allocate time for delegates to do the role
- Attend training as needed
- Attend meetings as agreed

Director-General:

- Overall commitment to lead Te Papa Atawhai
- Allocation of resources to support the process
- Meet with PSA as appropriate

Local Engagement Forums

The Local Engagement Forums (LEF) are an HPE mechanism at the local level. They comprise PSA delegates, and the Directors/Managers with responsibility for the staff at place.

The primary role of the LEF is to identify issues and opportunities that may impact productivity, health, safety, wellbeing or the relationship between Te Papa Atawhai and the PSA (in a positive or negative way) and agree on how to jointly address those matters. They will also respond to direction from the HPE Leadership Group.

The work will be undertaken in accordance with any direction that has been agreed by the HPE Leadership Group Team.

Delegate Resources

Te Papa Atawhai recognises the integral role PSA Delegates including Māori Enterprise Delegates - Hinonga Māngai Māori play in their day to day work, as well as PSA Representatives on HPE projects and initiatives. Adequate time will be allowed for Delegates to fulfil the duties of the role.

Any HPE projects that T4 delegates are engaged in will be discussed and agreed between the parties.

PART 2: DEFINITIONS IN THIS AGREEMENT

To help you understand this agreement the following terms are defined as meaning:

Agreement	This Collective Agreement
Anniversary Date	Either the anniversary date of commencement of service with Te Papa Atawhai or where previous service has been credited this date will be adjusted recognising the service so credited.
Annual Performance Assessment	Includes delivery against Key Performance Indicators (KPIs), capabilities and objectives detailed in the Role Description and MOR, contribution to the team and Department, and delivery of task assignments.
Capability	The ability of a person to undertake the work of a role which is made up of a combination of competencies.
Competency	An observable and measurable characteristic of a person that will include use of knowledge and demonstration of skills, behaviours and abilities that contribute to improved performance.
Day	The period from midnight to the next succeeding midnight - for an employee a day reflects the number of hours agreed to be worked in the day.
Delegate	A union representative elected by members of the PSA in the workplace.
Director-General	The Director-General of Conservation or a manager acting under delegation from the Director-General.
DOC	Te Papa Atawhai Department of Conservation
Fixed Term Employee	An employee engaged for a defined task or project for a fixed term or limited (temporary) period who has no ongoing expectation of employment.
Part Time Employee	An employee who is engaged to perform less than the standard hours of work applicable to their workplace.
Permanent Employee	An employee who undertakes permanent work and has an ongoing expectation of employment.
FENZ	Fire and Emergency New Zealand.
Fortnight	The 14 days commencing midnight Sunday/Monday.
Last Day of Duty	The last day physically worked before an employee proceeds on leave, resigns, retires, etc, (i.e. the day the employee ceases work).

Manager	An employee's immediate manager, or the person with the relevant delegation.
Permanent Work	Work of a continuing nature without a specified duration.
PSA Tier 4 CA2	This Collective Agreement.
Salary Calculators:	
	Average (Weekly) Pay: Total liable gross earnings divided by 52 weeks or part thereof. This applies when calculating annual leave only.
	Gross Taxable Earnings: Total earnings (including taxable non-reimbursing allowances, special payments, etc).
	Basic Rate of Pay: Annual salary only.
	Ordinary (Weekly) Pay: Annual salary plus all regular payments - this applies for annual leave only.
	Relevant Daily Pay: The amount an employee would have received had they worked on that day - this applies to bereavement leave, alternative holidays, public holidays or sick leave (BAPS).
	Standard Rate of Pay: Annual salary plus ongoing allowances (e.g. equalisation, higher duties).
Te Papa Atawhai	Department of Conservation (DOC)
Union	Public Service Association Te Pūkenga Here Tikanga Mahi (PSA)
Week	The seven days commencing midnight Sunday/Monday For an employee a week is the number of hours/days agreed to be worked in the week
Weekend	An employee's normal two days off

PART 3: GENERAL CONDITIONS

3.1 Parties to This Agreement

Te Papa Atawhai | Department of Conservation (DOC) and the Public Service Association Te Pūkenga Here Tikanga Mahi (PSA) are the parties to this agreement.

3.2 Term of the Agreement

This agreement comes into force on date of ratification (25 May 2023) and will expire on 2 April 2025.

After that date and until a new agreement is negotiated, employees will continue to be entitled to the provisions of this agreement.

3.3 Coverage

This collective agreement covers Tier 4 staff (Managers and Principal/Senior Advisors who form part of a Senior Leadership Team reporting to a Director or Senior Manager).

Excludes the following: Human Resources Advisory Team, Employment Relations Manager, Senior Manager (ie managers who have managers reporting to them), Tier 5, Tier 3, Tier 2 employees

3.4 Variations to This Agreement

The parties acknowledge that circumstances may arise during the term of this agreement that warrant variation of the agreement with respect to either all employees or any number of employees covered by this agreement.

With respect to the Employment Relations Act 2000 the parties have agreed that this agreement may be varied during its term according to the procedure set out below.

For the purpose of this clause the phrase "employees directly affected" or "affected employee" will mean only those employees whose terms of employment will be altered, either immediately or in future, but within the term of this agreement, as a result of the proposed variation.

3.4.1 Procedure

Where an issue arises during the term of this agreement that could result in a variation being proposed by the PSA, or Te Papa Atawhai, the following process will be followed:

- Te Papa Atawhai and PSA representatives will discuss the issue and identify whether a variation is required.
- A proposal for variation of the collective agreement will then be formally negotiated and developed with appropriate delegates and PSA officials, together with Te Papa Atawhai's representatives.
- A written proposal for variation of the collective agreement will then be submitted to the DOC Director-General and the PSA's National Organiser to assess the implications of the proposed variation and ensure that the process is consistent with this agreement and the engagement model between Te Papa Atawhai and the PSA.
- When agreement is reached, the proposed variation will then be forwarded for ratification.

- The PSA will conduct a ballot of those members affected by the variation. If 65% or more of the votes cast are in favour of the variation, then the variation is ratified.
- Where the variation is ratified, it will be signed by the parties and attached as a variation to the collective agreement.

3.5 Grandparenting

The terms and conditions that are grandparented for PSA members who were previously party to Management Individual Employment Agreements 1-5 prior to the date of this collective agreement coming into effect are outlined in Appendix 1.

3.6 Affirmation to Te Tiriti o Waitangi

PSA and Te Papa Atawhai affirm the Treaty of Waitangi as the constitutional basis of partnership between Māori and the Crown and is committed to promote an understanding of partnership and implementation of the Treaty in the workplace.

Both parties recognise the obligations of the Public Service Act 2020. These obligations include:

- Ensuring all employees have an appropriate understanding of the needs and expectation of Māori
- Clarification of the responsibilities and obligations of Te Papa Atawhai as a Treaty partner and applying this knowledge in the workplace.
- Recognition of Tikanga Māori, Te Reo Māori and Māori contribution to Te Papa Atawhai.
- Recognising Te Reo Māori by encouraging development in and promotion of Te Reo Māori.

3.7 Te Reo Māori

- Te Papa Atawhai aspires to be able to work proficiently across Te Ao Māori and Te Ao Hurihuri in all aspects of our work. The parties are committed to building employee capability through increased use and knowledge of Te Reo Māori, Tikanga Māori, and the practical application of Te Tiriti o Waitangi and its principles.
- It is committed to provide opportunities for all employees to develop their Te Reo skills and collectively work toward the aspiration of Te Reo Māori being spoken as a language of day-to-day communications amongst Te Papa Atawhai employees by the year 2040.
- Te Papa Atawhai is committed to increasing the use of Te Reo Māori with the aim of improving outcomes for Māori.
- Refer to clause 8.6 Te Reo Maori Capability Building for information about the allowance to recognise Te Taura Whiti Assessment Level recognition.

3.8 Employment Principles

Te Papa Atawhai is a good employer. This includes providing for:

- Good and safe working conditions
- An equal employment opportunities programme
- An Inclusion and Diversity Plan
- Impartial selection of suitably qualified persons for appointment
- Recognition of the aims and aspirations of Māori, their employment requirements, and the need for their greater involvement in the public service
- Opportunities for the enhancement of the abilities of individual employees
- Recognition of the aims and aspirations, and the cultural differences of all ethnic or minority groups

- Recognition of the employment requirements of women
- Recognition of the employment requirements of persons with disabilities
- Recognition of the changing nature of the workforce

Employees are required to abide by the Standards of Integrity and Conduct at all times.

Te Papa Atawhai will support a family friendly workplace with particular reference to considering the needs of those supporting dependants.

Te Papa Atawhai will work towards developing an increasingly diverse workforce representative of the population it serves.

Te Papa Atawhai and the PSA commit to ensuring that everyone is treated with dignity and respect at work, and to support positive workplace behaviours. It also relates to relationships with stakeholders and volunteers.

Te Papa Atawhai has zero-tolerance to violence, bullying, harassment and discrimination.

3.9 Diversity and Inclusion

3.9.1 Diversity and Inclusion

Te Papa Atawhai's employee profile should reflect the social and ethnic mix of New Zealand, because we recognise that diversity within our workplace assists us to better deliver services.

This is achieved through an informed understanding of the needs of a variety of groups of people and of the ability to communicate and build relationships with Te Papa Atawhai's stakeholders. Inclusion & diversity provides Te Papa Atawhai with a variety of perspectives that can improve the quality of decision making and the cultural health of the organisation.

Te Papa Atawhai is committed to the principles of equality of employment opportunity as set out in the Public Service Act 2020 to support diversity and equal opportunity through Te Papa Atawhai's policies and procedures. Information on inclusion and diversity is available in Te Papa Atawhai's diversity and inclusion intranet pages.

Equality of employment opportunities also extends to eliminating bias and discrimination from remuneration, career progression, leave and flexible working. Te Papa Atawhai and the PSA seek to achieve working environments where all employees are able to achieve their full potential, irrespective of gender, ethnicity, disability, sexual orientation or other forms of diversity.

Discrimination is harmful to employees and to Te Papa Atawhai as a whole. Discrimination will not be tolerated at Te Papa Atawhai. This includes discrimination on the basis of sex, marital status, religious or ethical belief, colour, race, ethnic or national origins, any disabilities, age, political opinions, employment status, family status, sexual orientation or involvement in the activities of a union.

If you believe you are subjected to discrimination in your employment at Te Papa Atawhai you should use the process set out in Part 10 Employment Relationship Problems.

3.9.2 Reasonable accommodation

Te Papa Atawhai is committed to the practise of reasonable accommodation as per the Human Rights Act 1993.

Reasonable accommodation recognises that each employee has their own individual circumstances and enables Te Papa Atawhai and employees to agree on the necessary workplace adjustments needed to effectively performance the job. Reasonable accommodation refers to creating an environment intended to ensure equality of opportunity to meet an employee's needs in relation to a disability or family commitments, and particular practises of an employee's religious or ethical beliefs.

Enabling reasonable accommodation for our employees is part of good management practice and ensures Te Papa Atawhai will attract and retain a diverse workforce capability of delivering Te Papa Atawhai's strategic direction.

3.10 Health, and Safety

Te Papa Atawhai is committed to meet its obligations under the Health and Safety at Work Act 2015.

Employees will follow health and safety policies and procedures of Te Papa Atawhai and will take reasonable care to look after their own health and safety at work, their fitness for work, and the health and safety of others.

Te Papa Atawhai recognises the important role that the PSA, its officials, site representatives and elected health and safety representatives have in ensuring that the workplace is safe and healthy.

Employees must report any potential risks, incidents and near misses so Te Papa Atawhai can investigate, and eliminate or minimise harm or risk of harm.

Employees can expect that workloads will be equitable, fair, reasonable and safe. Both managers and employees have obligations to review workloads should the need arise.

Where an employee believes the workplace is unhealthy or unsafe they will stop work and advise their manager immediately. The manager will work with the workplace health and safety representatives and PSA to mitigate any risk.

3.11 Wellbeing

Managers will work with employees to ensure there is visibility of the range of tools and resources available for staff to support positive wellbeing.

Managers will encourage employees to prioritise their personal wellbeing and encourage open and honest conversations about wellbeing through MOR's, and informal engagement.

Managers will on a regular basis, provide opportunities to meet where practicable in person and discuss any issues that are impacting negatively on the employee's wellbeing.

Managers will support staff to take opportunities to increase wellbeing and self-care. This can include, but is not limited to, taking up opportunities to connect with nature through contributing to field-based conservation projects, encouraging walking meetings, off-site 'in nature' meetings and MOR's.

3.12 Employee Assistance Programme

Te Papa Atawhai operates an employee assistance programme (EAP). The objective of this programme is to assist employees where:

- Their work performance is impaired by a personal or health related problem. The problem may be with the employee or with a family member, which impacts on the employee and affects their work performance.
- An issue in the workplace is affecting the employee's wellbeing or their ability to perform their work.

Employee assistance is not restricted to a specific provider but any -alternative provider must be approved in advance if not using the Approved Supplier.

The programme is voluntary and confidential. Participation in the programme will not be detrimental to an employee's job, promotional prospects or security of employment.

3.13 Flexible Working Arrangements

Te Papa Atawhai is flexible by default seeking to actively balance the organisation, work group and individual needs. We recognise the importance and value of building strong connections within Te Papa Atawhai and in particularly the work team. We promote, actively support and encourage flexible working arrangements for employees as long as operational needs are met and the wellbeing, health and safety of the employee is not adversely impacted.

The parties recognise the importance of flexible work arrangements and family friendly work practices in maintaining a diverse, adaptive and high performing workforce. The success of flexible working arrangements requires co-operation, trust, good faith, communication, 'give and take' and a shared responsibility between the employee and the employee's people leader to make the arrangement work.

An employee is entitled to make a flexible working request at any time. Flexible working requests can be informal, formal, ad-hoc in their nature, regular, temporary or permanent. This could be a statutory flexible working request or non-statutory. A flexible working arrangement requires agreement between Te Papa Atawhai and the employee. Requests will be considered by Te Papa Atawhai on a case-by-case basis and in accordance with the provisions of the Employment Relations Act 2000. Employees will be notified of Te Papa Atawhai's decision in accordance with the Employment Relations Act 2000.

Te Papa Atawhai encourages informal use of flexible working arrangements to manage day-to-day work commitments. However, Te Papa Atawhai recognises and respects employees have a statutory right to request flexible working arrangements under the Employment Relations Act 2000. Such requests may relate to days of work, hours of work or place of work. For more information on how to make such a request refer to the flexible working provisions of the Employment Relations Act 2000 and Te Papa Atawhai's policies and procedures.

There may be circumstances where, due to the needs of Te Papa Atawhai's business, Te Papa Atawhai is not able to grant an employee's request for a flexible working arrangement. If an employee is not satisfied with Te Papa Atawhai's decision, the employee is encouraged to raise the matter with their people leader in the first instance; and can seek a review.

As outlined in this agreement (overtime clauses reference), overtime rates do not apply to hours that fall within the employee's agreed hours of work, that are worked as a result of a flexible working arrangement.

More information about flexible working arrangements can be found in Te Papa Atawhai's policies and procedures and any associated guidance.

For more information click on this link: [Flexible Working Arrangements](#)

3.14 Certificate of Service and References

When an employee leaves Te Papa Atawhai, they will be provided on request with a Certificate of Service which lists the position(s) held, the dates employed, and sick leave taken. The employee may also request a reference.

3.15 Leave Recording

All employees are required to record leave in accordance with instructions issued by the Director-General.

3.16 Integrity Clause

It is the intention of the parties, unless specifically agreed, that this agreement should not lessen existing conditions.

It is also recognised by the parties that in drafting this agreement, errors may have occurred caused by:

- Omission of clauses; or
- Deletion, addition, restructuring of wording that result in the intent of the original clauses, or intended changes, being lost or altered.

Where such an error is identified, it is agreed that the matter will be referred to Te Papa Atawhai and the PSA's representatives responsible for the development of this agreement.

The representatives may:

- Agree that the original intent applies; or
- Clarify and confirm the new intent; and/or
- Make minor technical corrections to the wording of the agreement; and/or
- Agree that the necessary alterations may be entered into the collective agreement and ratified as variations of this agreement as per clause 3.4.

3.17 Union Access

PSA representatives may enter the workplace for purposes relating to members' employment and/or other union business (including recruitment of members) at reasonable times during working hours. The PSA representatives accessing the workplace will provide reasonable notice to the employer. Access to the workplace will have regard to normal business operations in the workplace and observe any established safety or health or security procedures.

3.18 Sensitive Information

An employee will not, whether during the currency of this agreement or after its termination for whatever reason, access, use, disclose or distribute to any person or entity, otherwise than as necessary for the proper performance of their duties and responsibilities under this agreement, or as required by law, any sensitive information, data or trade secrets acquired by the employee in the course of performing their services under this agreement. This includes, but is not limited to, information about Te Papa Atawhai's business.

3.19 Copyright and other Intellectual Property

All work produced for Te Papa Atawhai by an employee under this agreement or otherwise, and the right to the copyright and all other intellectual property in all such work, is to be the sole property of Te Papa Atawhai.

3.20 Accountability

Employees will meet their annual expectations agreed with their manager each year.

Employees are expected to support the embedding of Te Kaupapa by role modelling the required behaviours; setting clear expectations of their staff and holding them to account for their performance against these. They are expected to monitor and measure the performance of their team, provide constructive feedback, coach, and ensure any gaps are identified and addressed.

Employees accountable for following the [Operating Standards Framework](#) and the core [Expected Employee Behaviours](#). All potential [Conflicts of Interest](#) are expected to be registered.

3.21 Conflict of Interest Declaration

The [Conflict of Interest](#) policy provides guidance for Te Papa Atawhai employees in identifying, disclosing, and managing conflicts of interest in order to maintain public trust and confidence in Te Papa Atawhai.

Any potential conflict of interest between the employee's role within Te Papa Atawhai and any relationship, or business activity, or involvement in any external organisation/trust must be identified and registered in a timely manner.

3.22 Sustainability

Sustainability is the practice of increasing efficiency; this includes environmental impacts as well as production and workflow efficiencies. Employees are expected to be supporting a sustainable workplace and working toward carbon zero by 2025 as per Government expectations.

3.23 Learning and Development

Te Papa Atawhai will provide employees access to a range of development opportunities that support them to develop the skills needed to perform effectively in their role.

Employees will take responsibility for their own learning and development and Te Papa Atawhai will provide the support and tools to enable them to do this in their leadership role.

Employees will discuss and agree learning and/or development opportunities with their manager to undertake their current role and opportunities that contribute to their success as a leader and supporting their career aspirations, as appropriate.

To achieve this, Te Papa Atawhai will develop a range of learning and development opportunities and these will be made available to staff.

Te Papa Atawhai will contribute to work across the public service to ensure employees have access and support to take up secondment opportunities within the public service to grow their leadership

experience and capability; building a pool of highly capable and adaptable leaders across the public service.

3.24 Protection from Liability

No employee will be personally liable for any liability of Te Papa Atawhai, or for any act done or omitted by Te Papa Atawhai or by the Director-General, or any employee of Te Papa Atawhai or of the Director-General in good faith in pursuance or intended pursuance, of the functions or powers of Te Papa Atawhai or of the Director-General.

3.25 Rotation

For reasons of career development or organisational effectiveness an employee may agree with their manager to be placed in another role within Te Papa Atawhai, without affecting salary or any other conditions of employment of the employee except by agreement.

For short term placements, where higher duties are performed, an appropriate allowance will be paid to the employee.

Such rotation could involve change in location and/or role content for a short period or be a permanent change.

This clause may be as a result of the Management of Change clause or a one-off opportunity.

3.26 Access to Information

Employees are entitled to have access to information that relates to them. This includes the employee's personal and payroll file.

PART 4: HOLIDAYS AND LEAVE

4.1 Public Holidays

The following days are observed as public holidays:

- Christmas Day
- Boxing Day
- New Year's Day
- 2 January
- Waitangi Day
- Good Friday
- Easter Monday
- ANZAC Day
- Sovereign's Birthday (observed on the first Monday in June)
- Matariki/Puanga (2022)
- Labour Day
- Anniversary Day (as observed in the locality concerned)

If a public holiday falls on a day that is not a day the employee normally works then there is no entitlement to payment or to receive an alternate holiday.

4.2 Working on a Public Holiday

Where an employee is required to work on a Public Holiday (if it is a day that they would ordinarily or normally work) they will receive:

- relevant daily pay, and
- time half (T0.5) for all hours worked on that day, and
- one day as an alternative holiday regardless of whether they work a full day or only a few hours.
- taxable allowances claimed will be paid at T1.5 (excludes duty, standby, non taxable and reimbursing allowances).

4.3 Christmas/New Year

Te Papa Atawhai is committed to the health, safety and wellbeing of all its staff. In order to support this, Te Papa Atawhai will close all non-essential services during the Christmas and New Year period.

The duration of the period will be discussed and agreed by Te Papa Atawhai and the PSA. Three months' notice will be given to all staff to ensure adequate planning can take place.

Examples of essential services:

- Campgrounds and Great Walk huts
- Bird feeding facilities
- Emergency response

Where any worksite is open in the days during the Christmas and New Year period (excluding public holidays) and an employee is required to work, these days are treated as normal working days.

Where any operation is closed for the Christmas and New Year holiday period, employees will be required to take these days as annual leave. Where an employee has no annual leave available those days shall be either anticipated Annual Leave (using accrued annual leave) or Discretionary Leave Without Pay.

4.4 Annual Leave

For the purpose of rest and recreation during employment, employees are entitled to five weeks paid annual leave upon completion of their first year of continuous service. While the entitlement is granted in weeks, the employee may take annual leave in units of a half day or one day.

Annual leave is paid based on the pattern of work when it is taken.

Employees who leave Te Papa Atawhai with less than 12 months' service will be paid outstanding holiday pay at the rate of 8% of gross taxable earnings, on completion of their employment.

Fixed term employees whose period of engagement is less than 12 months duration may request approval to take anticipated annual leave up to the value of their accrued annual leave before their entitlement falls due.

Part-time employees will receive the same annual leave entitlement as full-time employees but will be paid for such leave at a pro rata rate.

Previous service, as specified in Clause 4.6, is recognised for the calculation of annual leave entitlement.

4.5 Taking Annual Leave

Taking (and the payment for) annual leave will be allowed in accordance with the Holidays Act 2003.

The timing of annual leave will be decided by mutual agreement between the employee and their manager, taking into account work requirements and personal preferences. In the absence of agreement, the employee's manager may direct when leave (in arrears) is to be taken after giving 14 days' notice of the requirement to take leave.

It is expected that on their anniversary date an employee will not have more than five days over their annual leave entitlement (i.e. not more than 30 days annual leave on their anniversary date). Managers and employees have a responsibility to ensure this expectation is met. On specific request, and by mutual agreement with their manager, an employee may accumulate leave for agreed specific purposes beyond 30 days.

Employees can take annual leave in advance (before they have become entitled to those holidays), if the manager and employee both agree subject if necessary, to any amount of leave not owed to the employee upon termination of their employment (e.g. resignation) being refunded. Managers are not obliged to grant employees annual leave in advance. Annual leave taken in advance will be deducted from their annual leave entitlement when it becomes due on their anniversary date.

If an employee takes less than 35 days discretionary leave without pay (including Saturday and Sunday) during the year their payment for annual leave will not reduce.

4.6 Recognition of Previous Service for Leave Entitlements

For any permanent employee who was employed before 1 January 2009, Te Papa Atawhai will continue to recognise service as previously credited.

With the coming into effect of the public service common leave provisions (Cabinet Minute (07) 36/17) Te Papa Atawhai will recognise prior service from 13 May 2003 with other departments of the New Zealand Public Service (as specified in Schedule 2 of the Public Service Act 2020), and with any Crown Entity (excluding District Health boards and the Education service as defined in the Public Service Act 2020 (e.g. School Boards of Trustees and Tertiary Education Institutions)) for the purposes of calculating continuous service for leave entitlements.

Leave for which continuous service is recognised is annual, long service, sick, and parental leave.

Continuous service recognised as a result of the coming into effect of the public service common leave provisions will not be recognised prior to 13 May 2003.

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.

Continuous service after 13 May 2003 will be deemed to be broken after 15 months' break in service. Otherwise continuous service will be deemed interrupted but not broken.

Continuous service after 13 May 2003 will be interrupted but not broken if the break in service was for childcare, so long as that break in service was not more than four years (Refer Part 6 Parental Care)

4.7 Discretionary Leave

An employee may apply for discretionary leave with or without pay and the employer will make reasonable efforts to accommodate such requests. Each application will be considered according to its merits with a decision made taking account of the circumstances of the individual as made known to the employer and the operational needs of the employer.

Approved discretionary leave without pay for periods in excess of one month will be regarded as extended discretionary leave and the following will apply:

- For extended discretionary leave without pay of more than one month and up to three months, the position will be held open and service will be interrupted but not broken;
- For extended leave without pay of more than three months and up to 15 months the employee is not guaranteed placement in either the same job or another job at the end of the period of leave. If a suitable position is found, their service will then be treated as interrupted but not broken. If no job is found before the end of the preference period (three months prior to expiry of the discretionary extended leave without pay) the employment will terminate. The last day of service will be recognised as the original date that the extended leave without pay commenced.

All annual leave will be expected to be taken prior to the commencement of discretionary leave without pay.

Note: Discretionary leave without pay interrupts but does not break service.

4.8 Domestic/Family Violence Leave

Principle

Te Papa Atawhai recognises that an employee may face situations of violence or abuse in their personal life that may affect their attendance, performance and/or their safety at work, and/or the safety of others. Te Papa Atawhai is committed to support staff that are affected by domestic/family violence.

Employees will be able to access leave as follows:

An employee who may experience domestic/family violence will be entitled to 10 days' leave per annum where they qualify for such leave by reason of their circumstances. An employee will be able to take this leave as needed. An employee is required to notify their manager of their absence on leave as soon as reasonably practicable, it is recognised that this may be delayed in some situations.

Depending on the circumstances, proof of the domestic violence may be required and can be in the form of an agreed document issued by New Zealand Police, a court, doctor, lawyer, counsellor or other such professional. All personal information concerning domestic violence will be kept confidential.

No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of being affected by domestic/family violence.

For more information, please refer to: <https://www.employment.govt.nz/leave-and-holidays/domestic-violence-leave/>

4.9 Tangihanga/Bereavement Leave

An employee will be granted tangihanga/bereavement leave on full pay to discharge their obligations and/or to pay their respects to a deceased person with whom they have had a close association. This includes a loss due to whakatahe/miscarriage. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at part or all of a Tangihanga (or its equivalent).

The period of the tangihanga/bereavement leave will be agreed between the employee and the manager.

An employee will be entitled to a minimum of three days' paid tangihanga/bereavement leave on the death of a close relative.

An employee will be entitled to a minimum of one day's paid leave on the death of any other person if the manager accepts that they have suffered bereavement.

An employee will be entitled to a minimum of one day's paid leave to attend a hura kōhatu/unveiling.

Additional time needed for travel will also be considered.

Where an employee suffers bereavement while on another form of leave, except for public holidays, that period will be recorded as tangihanga/bereavement leave, except where the leave is being taken on termination of employment.

4.10 Long Service Leave

Employees will be entitled to long service leave as follows:

- Two weeks' leave on completion of 10 years of continuous service;
- One week's leave on completion of each subsequent period of five years continuous service.

Long service leave will not accumulate from one qualifying period to another.

Each long service leave entitlement will be taken in one period (e.g. Monday to Friday) before the next entitlement falls due or it will be forfeited.

Previous service, as per Clause 4.6 is recognised for the purposes of calculating long service leave.

Notes:

- (1) Where an employee resigns, or has given notice of resignation or retirement, or is dismissed, the employee will forfeit any outstanding long service leave that they would otherwise be entitled to.
- (2) The employee needs prior approval from their manager to take this leave. If that approval is withheld, and the leave is taken as soon as approval is provided, the leave cannot be forfeited.
- (3) Part time employees are to receive a pro rata reduction of pay but not of time during long service leave.

4.11 Retirement

Principle

Te Papa Atawhai acknowledges the benefit of permanent employees planning for their retirement and will actively promote the benefits of preparing for retirement.

4.11.1 Definition

Retirement is the permanent cessation of regular paid employment.

An employee may retire:

- Voluntarily
- On medical grounds (requires a medical certificate from a registered medical practitioner acceptable to Te Papa Atawhai)
- By agreement between the manager and employee

Notice period

The manager must be satisfied that an employee is retiring rather than resigning before approving retirement leave. Those employees wishing to retire must provide a letter of intent that they are retiring from regular paid employment and give three months' notice in writing, however a lesser period of notice may be accepted at the manager's discretion. See [DOCDM-261063](#) for the Election to Retire form.

4.11.2 Retirement Leave

- (a) Employees whose service with Te Papa Atawhai predates **1 July 2000** who elect to retire in terms of 4.11.1 and who have completed 10 or more years of service (includes recognised public service and/or service with Te Papa Atawhai) will be entitled to retirement leave, in working days, as set out in Table A below and the following notes.
- (b) Employees whose service with Te Papa Atawhai postdates **1 July 2000** who elect to retire in terms of 4.11.1 and who have completed 25 or more years of service with Te Papa Atawhai will be entitled to retirement leave, in working days, as set out in Table B below, and the following notes.

4.11.3 Transition to Retirement

An employee with 25 or more years' service who has notified Te Papa Atawhai in writing of the date they will retire, may with their manager's approval, anticipate retiring leave to make up their normal working week (reducing their number of working days and taking the balance of the week as retiring leave) for a period of time prior to their notified last day of duty, i.e. transitioning to retirement.

Notes:

- (a) For those employees with part time service, retirement leave will be calculated on a pro rata basis according to their record of service, except that if there is approval to reduce hours for the purpose of transitioning to retirement in the 24 months immediately prior to an employee's last day of duty, there will be no pro rating for this period.
- (b) Retirement leave may be paid in fortnightly instalments or as a lump sum as determined by the employee.
- (c) While receiving fortnightly instalments for Retirement Leave following the last day of duty, there is no entitlement to be paid for any Public Holiday that falls during this period as it is not deemed to be a day that would normally be worked.
- (d) All service is calculated on the basis of a calendar year.
- (e) The Election to Retire form can be found at [DOC-DM-261063](#).
- (f) In a redundancy situation retirement leave is not available and cessation leave applies.
- (g) An employee who has established eligibility to retire on medical grounds will be granted a minimum of 65 working days retirement leave regardless of service. Except that an employee with more than 25 years' service will be granted leave in accordance with Table A below.

Table A (refer to 4.11.2 (a) above)

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

Month	0	2	4	6	8	10
Years ↓						
10	22	23	24	25	25	26
11	26	27	28	29	29	30
12	31	31	32	33	34	34
13	35	36	36	37	38	39
14	39	40	41	41	42	43
15	44	44	45	46	46	47
16	48	49	49	50	51	51
17	52	53	54	54	55	56
18	56	57	58	59	59	60
19	61	61	62	63	64	64
20 to 24	65	65	65	65	65	65
25 to 29	86					
30 to 34	108					
35 +	131					

Table B (refer to 4.11.2 (b) above)

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

Completion of 25 and under 30 years' service	86 days
Completion of 30 and under 35 years' service	108 days
Completion of 35+ years' service	131 days

4.13 Compassionate Grant

On the death of an employee who has been employed for more than 12 months the Director-General will approve a cash grant to:

- (a) The surviving partner; or
- (b) Dependent children; or
- (c) The estate of a deceased employee.

In the event that any retirement leave payment due to an employee at the time of their death exceeds the amount of the compassionate grant, the Director-General may approve payment of the difference between the two amounts to the estate of the deceased employee.

4.14 Military Voluntary Service

Military volunteer service will be allowed in accordance with the Volunteers Employment Protection Act 1973 (including any amendments).

An employee will be entitled to paid time of up to 12 weeks for initial training and up to four weeks each year thereafter will be provided as per the Volunteers Employment Protection Act 1973 (including any amendments).

An employee will refund the lesser amount of either salary or military pay.

Additional leave without pay of up to 12 months will be made available to employees undertaking peacekeeping duties.

4.15 Study Leave

An employee may be granted leave to undertake a programme of study as agreed with their manager. Support for study leave may include paid or unpaid leave for attendance at lectures, tutorials, workshops and attendance and preparation for examinations or assessments; contribution to course fees; or use of work facilities.

4.16 Employment Relations Education Leave

Section 73 and 74 of the Employment Relations Act 2000 set out the minimum union entitlement for the allocation of employment relations education leave (EREL). This provides for an amount of EREL based on union membership. The parties may agree to additional days over and above the minimum.

PART 5: SICKNESS AND ACCIDENT

Principle

Sick leave is granted on the basis of need, to let employees take time off work while they are unwell, recovering from illness or injury, and to prevent the spread of infectious illness in the work environment. Sick leave may also be used to care for dependants who are sick.

5.1 Sick Leave

The sick leave allocation is based on the amount of time worked for Te Papa Atawhai and service recognised under clause 4.6.

An employee receives an allocation of 10 days paid sick leave per year increasing to 15 days per year after two years' service. Where the employee does not use their sick leave entitlement in any year (based on their anniversary date) they may accumulate this entitlement to a maximum of 260 days. This entitlement to sick leave is inclusive and not in addition to the entitlement under the Holidays Act 2003 or amendments.

Sick leave is granted when an employee is unable to work due to personal injury or illness.

If an employee has used their entire sick leave entitlement (inclusive of any accumulated sick leave entitlement) in a particular leave year, they may, at their manager's discretion either:

- (i) Anticipate up to a further five days paid sick leave from their next year's sick leave entitlement;
or
- (ii) Use up to five days of their annual leave entitlement; or
- (iii) Be granted sick leave without pay on production of a medical certificate, in addition, or as an alternative, to any paid leave granted as above.

An employee who is sick must notify their manager as soon as possible.

Absences of less than two hours will not be charged against an employee's sick leave allocation.

If requested, the employee will provide a medical certificate after seven consecutive calendar days' sickness. Where there are concerns about absences, and the manager has informed the employee of their concern, a medical certificate may be requested for less than seven consecutive calendar days' sickness but will be at the cost of the employer.

The employee's manager may request a medical certificate if there are reasonable grounds to believe the illness is not genuine and the manager has informed the employee of their concern.

An employee may be granted sick leave on pay for special purposes beyond their allocation. This will be recorded on the employee's leave record without being charged against any future sick leave allocation due. The decision to grant sick leave in these instances will rest with the relevant Deputy Director-General.

If an employee is suspected of being absent on sick leave without sufficient cause the manager may ask the employee to provide a medical certificate or require the employee to undergo an examination by a registered medical practitioner nominated by Te Papa Atawhai. The employee will be refunded the expenses incurred in complying with such a requirement, if warranted.

5.2 Domestic Sick Leave

If an employee needs to be absent from work to attend to a person who through illness has become dependent on them, their manager will grant leave as a charge against the employee's sick leave allocation. This applies to an employee's child, partner or other member of their family or household.

5.3 Sickness When on Annual Leave/Long Service Leave

If an employee is sick when on annual leave, or long service leave, their manager will permit the period of sickness to be debited against the sick leave allocation, except when the employee's sickness follows termination of employment.

5.4 Part Time Employees and Sick Leave

Part time employees' sick leave will be prorated with a minimum entitlement of 10 days per anniversary year as per the Holidays Act 2003.

Part time employees will be paid for sick leave at their relevant daily rate.

5.5 Work Related Accidents

Employees must notify their manager if they believe they have suffered a work related accident. The employee must provide Te Papa Atawhai with the relevant ACC medical forms.

Once the accident has been accepted as work related by Te Papa Atawhai, the employee will be placed on accident leave. Employees are entitled to accident leave and it does not affect their sick leave balance.

The first week of Accident Leave is paid at the same rate as sick leave. From the second week, they will receive the higher of the standard daily pay or the ACC compensation rate.

Accident leave will be available during the period of incapacity covered by an ACC medical certificate for the work related injury. During this time a rehabilitation plan will be considered in discussion with the employee and manager with the aim to return to work as per Te Papa Atawhai's Injury Management Programme.

5.6 Non Work Related Accidents

Where a non work related accident or injury impacts on their work, an employee is required to notify their manager. The first week of a non work related accident will be deducted from the employee's sick leave allocation. Employees are not permitted to receive ACC payments and claim full sick leave on pay for the same days.

Employees must supply copies of relevant documentation related to the accident to Te Papa Atawhai and provide medical certificates to support the period of absence.

Where ACC has accepted an employee's non work related accident claim Te Papa Atawhai will seek reimbursement from ACC for payments made after the first five days following the accident. Te Papa Atawhai will deduct sick leave according to the rate of reimbursement. Usually the sick leave deduction rate after the first week equates to one day of sick leave in every five. ACC reimburses Te Papa Atawhai for 80% of an employee's ordinary daily pay and the remaining 20% is deducted from an employee's sick leave entitlement unless sick leave has been exhausted.

Employees may use available sick leave for non work related accidents for a period of up to 26 weeks absence from the workplace. After this period or upon exhaustion of the sick leave entitlement, whichever is the earlier, the employee will be placed on discretionary leave without pay, unless an alternative arrangement is agreed. The employee will need to deal directly with ACC for any further claim management.

Te Papa Atawhai will meet with the employee, employee representative (if required) and ACC case manager to discuss options for a return to work, rehabilitation, additional leave (with or without pay), or the termination of their employment.

5.7 Life Insurance Protection

If an employee has life insurance, mortgage repayment insurance or disability insurance policies which have an exclusion clause, and the employee dies or is disabled in the normal course of duty and in circumstances in which the employee was required, or could normally be expected to perform the duties which result in application of the exclusion clause, Te Papa Atawhai will make an ex gratia payment equivalent to the sum assured plus bonuses.

PART 6: PARENTAL LEAVE

Principles

- To support parents in raising a family
- To encourage skilled employees back to Te Papa Atawhai
- To retain skilled employees

6.1 Parental Leave

The provisions of the Parental Leave and Employment Protection Act 1987 (the Act) will apply.

An employee must give at least three months' notice of their intention to take parental leave.

For further information please refer to <https://www.employment.govt.nz/leave-and-holidays/parental-leave>.

6.2 Eligibility

If you qualify based on 12 months employment you may be entitled to:

- Primary carer leave of up to 26 weeks
- Partner's leave of up to two weeks
- Extended leave of up to 52 weeks, which may be shared by both parents
- Special Leave of up to 10 days.

If you qualify based on six months employment you may be entitled to:

- Primary carer leave of up to 26 weeks
- Partner's leave of up to one week
- Pro rated extended leave
- Special leave of up to 10 days.

If you have been back at work for six months before the expected arrival of your next child and you still meet the parental leave criteria, then you are eligible for parental leave. You are not eligible for parental leave if you have been back at work for less than six months.

Where, by reason of pregnancy, a female employee is unable to perform her work safely and puts herself, or others at risk, or is incapable of performing her work adequately, her manager will take all reasonable steps to provide alternative duties that are able to be performed. If that is not feasible, the manager may, subject to section 9 (2) of the Parental Leave and Employment Protection Act 1987, direct her to commence her maternity leave on such date as the manager decides.

6.3 Primary Carer Leave

Primary carer leave is available to:

- Female employees who are having a baby
- Her spouse or partner if he or she has all, or part of the birth mother's parental leave payments transferred to them, and
- 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 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.

Partner means the spouse or partner of the mother or nominated primary carer, male or female, same gender or different gender.

6.4 Partner's Leave

Partner's leave is available if you are the spouse or partner who meets the six month or 12 month time criteria:

- Up to two weeks unpaid leave in one continuous period, if you qualify based on 12 months employment, or
- Up to one week of unpaid leave in one continuous period, if you qualify based on six months employment.

6.5 Extended Leave

The amount of extended leave available to an employee 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.

If the employee is on a fixed term agreement extended leave will not extend beyond the expiry date of that agreement.

6.6 Negotiated Carer Leave

If an employee will be the primary carer of the child and would meet the work time and hours criteria to receive a parental leave payment, but they can't take primary carer leave (because they don't meet the criteria for parental leave), they can ask for negotiated carer leave. Negotiated carer leave lets employees who don't qualify for primary carer leave take leave to care for their child and receive a parental leave payment.

6.7 Special Leave

While an employee is pregnant, she is entitled to take up to 10 days unpaid special leave for pregnancy-related reasons such as ante-natal classes, scan or midwife appointments.

6.8 Paid Parental Leave

If your child is expected to be born, is born, or you assume primary care of a child under six years of age, you may be entitled to 26 weeks of parental leave payments.

For more information visit the [IRD website](#).

6.9 Payment of Annual Leave on Return from Parental Leave

Employees continue to accrue annual leave during a period of parental leave. Te Papa Atawhai will pay all annual leave taken following the return from parental leave on the basis of the employee's ordinary pay. Where the provisions of the Parental Leave and Employment Protection Act 1987 give a higher rate of payment, the Act will apply.

6.10 Keeping in Touch Days

If you are on parental leave but you choose (and your employer agrees) to perform work from time to time, for example, to attend a team day or change announcement, it won't be counted as having stopped your parental leave by being back at work as long as:

- You only do a total of 64 hours or less of paid work for your employer during your parental leave payment period, and
- This work is not within the 28 days after your child was born.

6.11 Ending Extended Leave

If you have (and/or your spouse or partner has) worked for 12 months, extended leave must end by the:

- Date the child turns one if the child is born to you or your spouse or partner, or
- 12 months anniversary of you or your spouse or partner becoming the primary carer in respect of the child.

If you have only worked for six months (and whose spouse or partner has not worked for 12 months), extended leave must end by the:

- Date the child turns six months (or the pro-rated value based on length of service) if the child is born to you or your spouse or partner, or
- Six months (or the pro-rated value based on length of service) from the date you or your spouse or partner became the primary carer of the child.

You must give your manager 21 days' notice in writing of the date on which you intend to return to work.

6.12 Job Protection

When returning from parental leave an employee is entitled to resume work in the same or in a similar position to the one occupied before going on leave. This means a position of equivalent salary and band, in the same location or within reasonable commuting distance, and involving responsibilities broadly comparable to those the employee held before.

If an employee's position is subject to a Management of Change Process while on parental leave, Te Papa Atawhai must treat the employee in the same way as any other employee under the Management of Change provisions including prior notification.

6.13 Ex Gratia Payment

Employees will be eligible for an ex gratia lump sum taxable payment equivalent to six weeks (or up to a maximum of 30 working days), based on the employee's annual rate of pay and hours of work prior to going on parental leave, if they have:

- Been on primary carer or extended leave for at least six weeks; and
- Completed six months service since their return; and
- Were the primary carer of their child in terms of the Act;

If the employee took less than 30 working days leave, the employee will receive this payment based on the employee's annual rate of pay and hours of work prior to going on parental leave on a pro rata basis according to the number of working days absent.

If an employee and their spouse or partner both work for a state sector employer, only one will be eligible for the payment. If the employee's spouse or partner works for a private sector employer eligibility is unaffected.

6.14 Re Engagement after Childcare

An employee who resigns to care for preschool children will have preference for reemployment if they reapply for a position within four years from the date of resignation and no more than five years from the date of taking parental leave (without pay).

PART 7: HOURS OF WORK

Principle

Te Papa Atawhai's focus is on providing a supportive work environment and encouraging employees to take self-responsibility for their work and performance.

Employees can expect that workloads will be reasonable and safe. Both the manager and the employee have obligations to review workloads and to raise concerns when they arise.

7.1 Hours

Employees will be expected to perform their duties within their hours of work of 80 hours per fortnight usually worked Monday to Friday for a full time employee.

There will be times when employees are expected to work outside ordinary hours to meet business needs (e.g. evenings and weekends).

It is not expected that an employee is required to work excessive hours for prolonged periods.

An employee in a Tier 4 role will need to manage their time effectively to support work/life balance. Managers and employees will work together to ensure that any hours in excess of 80 hour per fortnight are effectively managed. (Refer to Clause 3.10 and 3.11.)

There are times when there will be a requirement to manage DOC and community expectations which may require work outside ordinary hours. Flexible working or TOIL may be agreed with your Director or Senior Manager to manage the impact of this.

7.2 Flexible Working Arrangements

Flexible work arrangements may be requested to vary hours of work, provided the paid hours are worked within agreed periods, and other arrangements unless there is a negative impact on the work of the employee or workplace

Note: Ongoing change in hours of work may impact on annual leave payments when taking annual leave as the Holidays Act 2003 requires that annual leave is calculated at the rate relevant at the time it is taken.

Click on this link for further information relating to [Flexible Working](#).

PART 8: ALLOWANCES

8.1 Eye Care

If an employee has been employed by Te Papa Atawhai for 12 months or more, Te Papa Atawhai will reimburse the employee's eye test every two years.

If the test shows that prescription eyewear is needed to perform their duties, or that an eyesight problem has been created or worsened by their work activities, Te Papa Atawhai will reimburse the cost of glasses, contact lenses or laser surgery up to a combined cost of \$450 (claimable **once** in any two year period).

8.2 Higher Duties

An employee's manager will approve payment of a higher duties allowance if an employee undertakes the role for greater than five days:

- (a) Where an employee is required to undertake the full duties and responsibilities of a Tier 2 or 3 position (including management and planning responsibilities) during the temporary absence of the occupant of that position, and where the employee competently discharges these higher duties; or
- (b) At a lesser rate, to an employee where they are required to undertake only some of the duties and responsibilities of a Tier 2 or 3 position; or if required to undertake the full duties and responsibilities of a Tier 2 or 3 position and are unable to do so; or where two or more employees are each performing some of the duties of a Tier 2 or 3 position.

The rate of the allowance for undertaking the duties and responsibilities of a Tier 2 or 3 position will be by prior agreement between the employee and the manager.

8.3 Reimbursement of Expenses Incurred in Caring for Dependants

When employees attend a course or are travelling on official business and are required to work abnormal hours, their manager has the discretion to approve the actual and reasonable cost of expenses incurred by the employee in caring for dependants where the situation is such that alternative arrangements cannot be made for their care without incurring extra expenses. Prior approval must be sought from the manager.

8.4 Reimbursing - General

- (a) Approved actual and reasonable costs incurred by employees on departmental business will be fully reimbursed on production of receipts in the following areas:
 - Meal costs
 - Accommodation costs
 - Travel costs
 - Out of pocket expenses
 - Transfer costs for agreed items
 - Practising fees where required by an employee to undertake their responsibilities will be reimbursed at the manager's discretion

- (b) Where an employee has their manager's prior approval to stay privately when on departmental business, Te Papa Atawhai expects that the employee will contribute to the costs incurred through their stay.

The employee will be reimbursed for actual costs incurred on submission of a claim including receipts for any purchases made as a contribution and/or details of the amount of any financial contribution (koha) made up to the following amounts:

- (i) For each 24 hour period - up to \$86.30
- (ii) For an additional period of less than 24 hours - up to \$39.30

8.5 Transfer Expenses

The purpose of transfer expenses is to support career progression by providing financial assistance for existing permanent staff to move to a new workplace in another town or city.

Permanent employees appointed to a new permanent role will be eligible for transfer expenses if they meet all the following criteria:

- Appointment to a role at Tier 4 or above.
- Moving to a new workplace greater than a 30 minute commute between workplaces (or home and new workplace)
- No transfer expenses have been claimed in the previous two years
- Have been employed in Te Papa Atawhai for greater than 12 months

Exclusions

- Internal Secondments: The 'host' manager may agree to transfer expenses, if the employee is working for a temporary period away from their substantive role workplace (and there is greater than a 30 minute commute), transfer assistance may be negotiated as part of the secondment agreement. Any expense is capped at \$12,500 to avoid disparity of treatment and will be covered by local budget.
- Temporary change in workplace for other than secondments transfer assistance may be discussed and agreed depending on the circumstances and paid by local budget.
- Fixed term employees - no entitlement to expenses

An outline of the costs associated with the transfer must be approved by the Chief People Officer or their representative prior to costs being incurred.

The maximum total cost of transfer to a new location is capped at \$25,000. The following is a list of expenses that may be claimed that must be supported by receipts/invoice:

- Transport and accommodation between locations for the employee and their family
- Cost of accommodation (eg motel, holiday park, Airbnb) only to support employee while they find suitable rental or purchase a property up to a maximum of three months
- Removal of household furniture and effects (including storage and insurance if required)
- Expenses directly arising in selling home in former location and buying new home in new location (this is only applicable if the employee is selling their home in the former location and buying a home at the new location), sale and purchase must be within two years of start date in new location. Excludes employee only purchasing a property in the new location. Evidence that the employee owned and occupied a house at the former location is required.

All actual and reasonable costs associated with the transfer must be claimed within 24 months following the transfer to the new location and supported with receipts.

To provide time to relocate and find accommodation at the new location up to five working days may be approved as transfer leave by the new manager.

8.6 Te Reo Maori Capability Building

1 Te Papa Atawhai is working toward meeting its obligations to Whāinga Amorangi and is committed to promoting learning and use of te reo Māori and contributing to the success of the Maihi Karauna Māori Language Strategy.

2 From 1 July 2024 Te Papa Atawhai will recognise an employee's competence to te reo Māori by payment of an annual te Reo Māori allowance. The rate of the allowance paid is based on the level of certification given by Te Taura Whiri I Te Reo Māori (The Māori Language Commission). On achievement of appropriate certification by Te Taura Whiri I te reo Māori, an employee will be paid an allowance in accordance with the following schedule:

Te Taura Whiri Assessment Level	Allowance Per Annum
Level 5	\$3,500
Level 4	\$2,500
Level 3	\$1,800

Note: The allowance is not cumulative.

PART 9: REMUNERATION

Principles

The remuneration system should operate to support a positive culture in the workplace and demonstrate good employer practice based on the following principles:

- It is transparent – salary ranges and pay progression is described
- It is fair and equitable to all employees
- It is sustainable, affordable, simple and easily administered
- It has regard to internal relativities and external labour market
- It recognises the competence, skills and performance of staff

9.1 Job Size

Positions are designed and sized using a job evaluation system, and allocated an appropriate remuneration range.

9.2 Salary Ranges

Positions are placed in one of three salary ranges by comparing the role against job evaluation methodology. The salary package is inclusive of all allowances.

Salary Range	Effective from 3 April 2023
Tier 4 Range A	\$123,200 - \$175,350
Tier 4 Range B	\$110,400 - \$156,950
Tier 4 Range C	\$95,200 - \$135,100

Salary Range	Effective from 3 April 2024
Tier 4 Range A	\$126,896 - \$180,611
Tier 4 Range B	\$113,712 - \$161,659
Tier 4 Range C	\$98,056 - \$139,153

Salary payment will be made fortnightly, in arrears, by direct credit.

Link to list of positions in each band: [DOCDM-1088412](#)

9.3 Annual Performance Assessment

At the completion of each performance year staff will be assessed for their performance in role. The performance expectations of the role are described in role description, monthly operating review, task assignments, annual expectations, operating standards.

Pay progression recommendations will be based on whether an employee is meeting the expected standards of their role, regularly exceeding the expected standards of their role or not meeting the expected standards of their role.

9.4 Pay Progression

Pay progression refers to the movement of an employee's salary through the remuneration range that relates to their role.

Pay progression follows the annual performance assessment in role. Progression depends on where the employee is currently placed on the remuneration range and on how well they perform and grow in relation to what was expected of the employee in role as per annual expectations and task assignments as discussed at regular monthly operating review (MOR).

The pay progression will also take into account internal/external relativity, permanent and significant changes to the content of their role, financial constraints and government pay restraints.

9.5 Moderation

To ensure a fair and equitable remuneration system all salary recommendations will be assessed through a moderation across Te Papa Atawhai. The moderation exercise is to assess pay relativity based on performance and contribution of the employee to Te Papa Atawhai. The moderation panel will discuss and consider pay progression recommendations for consistency and affordability.

9.6 Review of remuneration decision

In the event that the employee does not agree with the performance assessment or pay progression decision they are able to seek a reconsideration of the decision by the Chief People Officer.

9.7 Fire Fighting Rates

The fixed package ranges above do not apply for employees who are called out to participate as a member of a fire team. The fire rates that apply for these purposes are set by Fire and Emergency New Zealand (FENZ). When participating at a fire and receiving these rates no other allowances or penal payments may be claimed.

The current FENZ rates (reviewed annually) can be accessed in [DOC 2877092](#).

Allowance to be paid to employees only if the employee has the skills and/or qualifications and currency in role to undertake work on the fire line.

9.8 Part Time Employees

The salary and higher duties allowance paid to part time employees will be on a pro rata basis of the ordinary hours of work of a full time employee.

9.9 Deductions from Salary

The Director-General will be entitled to make a deduction from an employee's salary:

- Where an employee agrees that they owe money to Te Papa Atawhai, the employer will have consent (pursuant to section 5 of the Wages Protection Act 1983) to deduct this money from salary/wages payable to the employee. Before deducting money, the employer will make reasonable efforts to reach agreement with the employee on a reasonable repayment schedule.
- Pursuant to the Wages Protection Act 1983 with the required notice being given to the employee.
- At an employee's written request.

9.10 Public Service Pay Adjustment

Employees will receive:

(a) an increase of \$4,000 per annum (pro-rated for part time and casual employees) to base salary effective from 3 April 2023 if employed on the date of ratification of this agreement.

(b) A further \$2,000 per annum or 3 percent (whichever is the higher) increase to base salary up to a cap of \$180,000 (pro-rated for part time and casual employees) effective 3 April 2024. For clarity, those paid above \$180,000 will receive an increase to the same level as those on \$180,000.

9.10.1 Lump Sum Payment 2023

To acknowledge the benefits of a collective agreement and the benefits arising from our relationship, a one-off gross lump sum payment of \$500 will be paid to PSA members bound by this agreement and employed as at date of ratification in 2023. This payment will be pro-rated for part-time and casual employees.

9.10.2 Lump Sum Payment 2024

A one-off gross lump sum payment of \$500 will be paid to all full-time employees employed as at 3 April 2024. This payment will be pro-rated for part-time and casual employees.

PART 10: MANAGEMENT OF CHANGE

10.1 Principles

Principle I

The parties to this agreement recognise the serious consequences that the loss of employment can have on individual employees, their families and colleagues, and are committed to minimising the effects as far as possible by using the provisions of this agreement to keep as many employees as possible in employment.

Principle II

The parties to this agreement recognise that commitment to multi-skilling, training, strategic people planning, and a flexible team approach are essential elements to keep employees in work and to retain their knowledge, experience, skills and commitment to Te Papa Atawhai.

Principle III

The parties to this agreement support the concept of continuous improvement in how Te Papa Atawhai manages and undertakes its work, and the need to occasionally review how the work is done. Where change is needed, structural change is one option available but other options will be considered.

Principle IV

The parties recognise that employees understand their own work areas and are an important resource in determining how to achieve the objectives of any change. The parties commit to using team process and/or other mechanisms to fully engage relevant staff.

Principle V

The parties recognise the stress that reviews and change impose on employees. Both parties will endeavour to treat employees individually to meet their personal needs. Employees will be provided with support in dealing with associated stress.

Principle VI

The parties recognise that in order to maximise employment opportunities, the provisions of this agreement will be used whenever possible to place employees into positions within Te Papa Atawhai, other Public Service Departments, the wider State Sector or in any agencies or organisations that might be established as a result of restructuring.

Principle VII

Where the number of established positions will be reduced, and there are surplus employees as a result of an organisational review, the parties will endeavour to apply the principle of voluntary redundancy

10.2 Process

The manager must construct a business case to determine the scale of any change required.

If the outcome of the business case is that change is required, but involves minimal job loss (i.e. reduction of one or two staff), or a change in the type of work undertaken (e.g. biodiversity to visitor management) and the change will mean that staff need to transfer to a new location or function or similar, then Te Papa Atawhai, in consultation with staff and the PSA, will develop a process consistent with the above change principles. This protocol may be applied at a local, regional, or national level.

Any review will be undertaken in accordance with Te Papa Atawhai's Organisational Review Standard Operating Procedure [docDM-255514].

The options for change will become the recommendations to the Director-General who will take these into account following full consultation with the PSA and before making a final decision (with the aim being a consensus decision).

Each party reserves the right to report independently should agreement not be reached.

Where a decision to make a change or to undertake a review is beyond the control of the Director-General the PSA will be notified as soon as possible, before the decision is announced.

Decision to Change

If a review results in a decision to make a change then:

- (i) Employees are "affected" by the change and a surplus staffing situation will apply, if the Director-General requires:
 - (a) A reduction in that category of employees (i.e. the number of employees employed in a common work area, doing a similar type of work, at the same level of responsibility), or
 - (b) If those employees cannot be employed in their current position at their current salary level or work location, or
 - (c) If the nature of their work has changed significantly
- (ii) The manager will establish an employee support programme which will include professional counselling for affected employees, dependants, partner, and where necessary for immediate work colleagues.
- (iii) The manager and the PSA will consult and agree on which of the following options apply, and how it will be applied.

10.3 Options

(1) Managed Attrition

Within the context of a process of organisational change, the Director-General may operate a policy of managed attrition (i.e. identified surplus positions are not filled as they become vacant) either within a particular affected work situation or across the wider organisation. The intention of managed attrition is to minimise the impact on employees.

(2) Reconfirmation/Reassignment

When a surplus staffing situation exists the manager may, following consultation and agreement with the PSA, either reconfirm an employee in the same or similar position, or reassign the employee to an alternative position for which they are suitable, if the employee is affected.

This may include placement to a suitable position in an existing agency or in a new structure or agency established as part of the restructuring.

(a) Reconfirmation

Where reconfirmation takes place the following provisions will apply:

The parties agree that use of the reconfirmation provisions will be maximised in terms of the following principles:

- (i) Where a position is to be transferred into a new structure or new agency, or there is a position in an existing agency, and where there is one employee who is a clear candidate for that position and the criteria below are met, then that employee is to be confirmed in it.
- (ii) The criteria for reconfirmation will be as follows:
 - (a) The new role (description) is the same (or very nearly the same) as what the employee currently does as reflected in the employee's current role description and/or Monthly Operating Review and/or Task Assignment(s).
 - (b) The salary for the new position is no less
 - (c) The new position has terms and conditions of employment (including career prospects) agreed with the PSA that are no less favourable
 - (d) The location of the new position is the same (**Note:** this need not necessarily mean the same building and/or the same street)
- (iii) In those situations where there is more than one clear affected candidate, the manager will consult to reach agreement with the PSA, and either:
 - (a) The position will be advertised, with appointment made as per normal departmental appointment procedures; or

- (b) Agreement will be reached amongst candidates on which candidate(s) will transfer if there is a clear preference amongst potential candidates to uplift other options under this agreement.
- (iv) Proposed reconfirmations will be discussed with all affected employees. Role descriptions (previous and new) will be provided at this time to enable them to assess whether they meet the criteria. Those employees who believe they do not meet the criteria after discussion with their manager will be able to lodge a review. For those employees who meet the criteria and do not wish to be reconfirmed, the alternatives are leave without pay for 12 months or resignation.
- (v) The PSA may propose that an employee be reconfirmed where that employee believes their current position is sufficiently similar to the new position
- (vi) Appointment of any affected employee under the reconfirmation procedures is open to review by any other affected employee who is employed in a common work area and location, doing a similar type of work, at the same level of responsibility regardless of the employment agreement they are employed under. The review process will be the same as that contained in Te Papa Atawhai's Appointment Review Policy.

(b) Reassignment

Following reconfirmation and where agreement has been reached between the manager and the PSA on the option of reassignment if there are positions still vacant, then the manager and the PSA will meet to assess the skills of all those employees still left without a position and to reach agreement on the process for appointment to new positions. This may include the opportunity for employees to request voluntary redundancy. Available new positions may be at a higher, the same, or lower salary band than the positions currently held by remaining affected employees.

The manager and the PSA will discuss and agree on how 'local area' is defined.

In determining the parameters for reassignment the manager and the PSA will deal with cases on an individual basis, with a view to placing as many employees as possible by matching individual skills with positions which require similar skills. This exercise may involve individuals undertaking some on the job training or attending training courses (e.g. keyboard skills). Such training needs will be identified prior to the individual being reassigned.

The process for assessing skills and/or reaching agreement on the appointment to new positions may include:

- Assessment of current role description and recent APA review documentation, against the requirements set out in the new role description; or
- Assessment of an application document from affected employees that sets out their relevant experience and competencies for the new position; or
- An interview process before a selection panel; and/or
- Information gathered from referees nominated by the affected employees.

All material considered by the manager and the PSA or by a selection panel must be available for any appointment review as per Te Papa Atawhai's Appointment Review Policy.

Employees to be reassigned under this process will be consulted prior to any appointment being made.

Where an employee accepts reassignment to a new position at the same or lower salary in the same or new location the following applies:

- (i) Where the new position is at a lower salary, an equalisation allowance will be paid to preserve salary at the rate paid in the old position at the time of reassignment.

The salary can be preserved in the following ways:

- (a) A lump sum to make up for the loss of basic pay for the next two years (this is not abated by any subsequent salary increases); or
 - (b) An ongoing allowance equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases).
- (ii) Where the new position is at a location outside the local area, assistance with transfer expenses will be provided in accordance with the transfer provisions of this agreement. These expenses will be met from within the local budget.

A decision on the assistance to be provided will be made by the manager on the basis that the employee will not suffer financial loss in respect of expenses incurred as a result of transfer.

- (iii) Where the new position is within the same local area and extra travelling costs are involved, actual additional travelling expenses equivalent to travelling by public transport will be reimbursed for up to 12 months.
- (iv) Employees will not be required to accept a reassignment outside the local area.
- (v) Appointment of any affected employee under the reassignment procedures is open to review by any other affected employee employed in a common work area and location. The review process will be the same as that contained in Te Papa Atawhai's Appointment Review Policy.

If an employee does not wish to accept a suitable local area reassignment, having taken account of clauses (i) to (v) above, the alternatives are leave without pay for 12 months or resignation.

Note: Where PSA agreement is needed in the Reconfirmation/Reassignment process and two or more affected employees are involved and agreement is not given, the merit appointments process will apply regardless of the agreement the employees are on or the employee's membership or non-membership of the PSA.

(c) Reconfirmation/Reassignment to Another Organisation (Technical Redundancy)

Reconfirmation/Reassignment may include placement to a suitable position in an existing government agency or in a new governmental structure or agency established as part of the

restructuring as per Principle VI or with a new employer if the restructuring is as defined in the Employment Relations Act 2000.

In the latter case, Te Papa Atawhai will facilitate bargaining between all the parties with the intention that departmental employees will be employed by the new employer on the same or superior terms and conditions of employment.

The employee has the absolute right to refuse employment with the new employer.

Where it is proposed to reconfirm/reassign an employee to another organisation nothing in this agreement or any other agreement will require this Department to pay compensation for redundancy to the employee if:

- (a) The new employer
 - has offered the employee employment in the other organisation AND
 - has agreed to treat service with this Department as if it were continuous service with that other organisation AND
- (b) The conditions of employment being offered to the employee by the other organisation are the same as, or superior to, the employee's conditions of employment, including:
 - any service related and redundancy conditions AND
 - 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 either:
 - in the same capacity as that in which the employee was employed OR
 - in a capacity that the employee is willing to accept.

10.4 Surplus Employees

All affected employees not placed by Reconfirmation or Reassignment are surplus from the date of notification in writing from Te Papa Atawhai and the following process applies:

- (1) The manager will notify the PSA of the names, location and positions of affected employees who are in this category.
- (2) The manager, affected employees, and the PSA will agree on which of the following options, or any other options will be offered to these affected employees. How the options will be applied and the types and levels of financial assistance etc. will be negotiated on a case by case basis by the manager, the PSA, and affected employees.
- (3) Each person will be required to select one of the options in agreement with the manager.
- (4) This selection must take place within a paid notice period of one month beginning on the date that the employees affected became surplus.

- (5) If no option as listed in (6) below has been chosen or no agreement as in (2) above has been reached by the surplus employee by the end of this period, then the manager will initiate the redundancy option.
- (6) The details of how the options will be used, the types and levels of financial assistance and other relevant details will be agreed on a case by case basis. The options are:

Supernumerary Position

A supernumerary position may be established by Te Papa Atawhai to provide interim work for an employee pending an expected suitable vacancy. If the vacancy does not eventuate then other restructuring provisions will apply. If the employee chooses not to take the position, the alternatives are leave without pay or resignation.

Other Options

Other options, or variations to the above options, may be agreed between the manager and the PSA. These will be agreed in consultation with an employee, or a group of employees.

10.5 Redundancy - Application

Where the provisions and options contained in the previous sections have failed to place an employee affected by a change in employment then redundancy provisions apply.

Redundancy is always the last resort. Redundancy can only be initiated by the manager. It is not a voluntary option for an employee. If redundancy is necessary, it will be paid immediately the employee is unplaced according to the following formula and process:

10.6 Redundancy Formula for Permanent Employees Employed by DOC Prior to 11 November 2021

The following redundancy formula will apply:

- (1) All employees will receive:
- (a) 29.165 % of total ordinary pay for the preceding 12 months
 - (b) 4.165 % of total ordinary pay for the preceding 12 months for one person (other than a dependent child) who is dependent on the employee and receives a gross annual income of less than \$22,233 pa
 - (c) 8.33 % of total ordinary pay for the preceding 12 months for each dependent child of the employee

These payments are regardless of length of service.

- (2) In addition to (1) above, all employees with 12 months or more continuous service will receive:
- (a) 8 % of total ordinary pay for the preceding 12 months; and
 - (b) 4 % of total ordinary pay for the preceding 12 months multiplied by the number of years of continuous service minus one, up to a maximum of 19; and

- (c) .333 % of total ordinary pay for the preceding 12 months multiplied by the number of completed months in addition to completed years of continuous service, provided total service is less than 20 years
- (3) Cessation Leave (as set below) will be paid only in cases of redundancy, subject to the leave being reduced by the amount paid for any anticipated retirement leave already taken. Service for cessation leave will be calculated in accordance with the "Recognition of Previous Service for Leave Entitlements" section (Section 3.4).

Cessation Leave

(Applicable in terms of Redundancy provisions only)

Qualifying Service	Amount of Cessation Leave (Days)
Under 5 years' service	Nil
Completion of 5 and under 10 years' service	22
Completion of 10 and under 15 years' service	44
Completion of 15 and under 25 years' service	65
Completion of 25 and under 30 years' service	86
Completion of 30 and under 35 years' service	108
Completion of 35 and over years' service	131

- (4) Where employees occupy employer provided housing, they will not be required to immediately vacate the house. The arrangements for vacating housing will need to be specific to each situation and will be decided at the time they arise in accordance with the Tenancy Act.
- In cases where employees are located in isolated areas provision may be made for reasonable expenses to compensate for costs of removal to the nearest main centre.
- (5) The maximum of any payment under (1) and (2) above will in total not exceed \$55,000 gross.
- (6) Outstanding annual leave, and long service leave, will be separately cashed up.
- (7) Professional career, redundancy and/or financial advice up to the value of \$1,500 per affected employee will be provided to employees who are made redundant.

Note 1: Dependent child means all children up to the age of 15 years and all children between the ages of 15 and 18 who are not:

- (a) In paid employment; or
- (b) In receipt of a state benefit; or
- (c) In receipt of a basic grant or an independent circumstances grant under the Student Allowances Regulations.

This includes those for whom employees are paying maintenance in terms of Work and Income New Zealand requirements and those for whom liable parent contributions are made. Where both parents are declared surplus only one parent can claim for dependent children. It is the employee's choice as to which one claims.

Note 2: For the purposes of this provision this means service as set out in the "Recognition of Previous Service for Leave Entitlements" section (Section 3.4).

Service will not be recognised if it ended with the employee accepting redundancy or enhanced early retirement under any restructuring/surplus staffing provisions of any Departments of the Public Service or Parliamentary Service or organisations as set out in the "Recognition of Previous Service for Leave Entitlements" section (Section 3.4).

Note 3: For the purposes of (1) and (2) above ordinary pay is defined as basic taxable salary, plus regular taxable allowances paid on a continuous basis which attracts overtime payments.

Note 4: For employees on parental leave (without pay) ordinary pay will be the ordinary pay at the time of commencing leave.

10.7 Redundancy Formula for Permanent Employees Employed by DOC After 11 November 2021

The following redundancy formula will apply:

- (1) All employees will receive:
 - (a) 10 % of total ordinary pay for the preceding 12 months
 - (b) 4.165 % of total ordinary pay for the preceding 12 months for one person (other than a dependent child) who is dependent on the employee and receives a gross annual income of less than \$22,321
 - (c) 8.33 % of total ordinary pay for the preceding 12 months for each dependent child of the employee

These payments are regardless of length of service.

- (2) In addition to (1) above, all employees with 12 months or more continuous service will receive:
 - (a) 10% of total ordinary pay for the preceding 12 months; and
 - (b) 4% of total ordinary pay for the preceding 12 months multiplied by the number of years continuous service up to a maximum of 15; and
 - (c) 0.333% of total ordinary pay for the preceding 12 months multiplied by the number of completed months in addition to completed years of service provided service is less than 16 years;
 - (d) 5% of total ordinary pay for the preceding 12 months multiplied by the number of years continuous service between 16 and 19 years; and
 - (e) 0.416% of total ordinary pay for the preceding 12 months multiplied by the number of completed months in addition to the number of completed years of continuous service, provided total service is between 16 and 19 and less than 20 years.

- (3) Cessation Leave (as set out above in clause 9.6 (3)) will be paid only in cases of redundancy subject to the leave being reduced by the amount paid for any anticipated retirement leave already taken. Service for cessation leave will be calculated in accordance with the "Recognition of Previous Service for Leave Entitlements" section (Section 3.4).
- (4) Where employees occupy employer provided housing, they will not be required to immediately vacate the house. The arrangements for vacating housing will need to be specific to each situation and will be decided at the time they arise in accordance with the Tenancy Act.

In cases where employees are located in isolated areas provision may be made for reasonable expenses to compensate for costs of removal to the nearest main centre.

- (5) The maximum of any payment under (1) and (2) above will not exceed \$42,000 gross.
- (6) Outstanding annual leave, and long service leave will be separately cashed up.
- (7) Professional career, redundancy and/or financial advice up to the value of \$1,500 per affected employee will be provided to the employees who are made redundant.

Note 1: Dependent child means all children up to the age of 15 years and all children between the ages of 15 and 18 who are not:

- (a) In paid employment; or
- (b) In receipt of a state benefit; or
- (c) In receipt of a basic grant or an independence circumstances grant under the Student Allowances Regulations.

This includes those for whom employees are paying maintenance in terms of Work and Income New Zealand requirements and those for whom liable parent contributions are made. Where both parents are declared surplus only one parent can claim for dependent children. It is the employee's choice as to which one claims.

Note 2: For the purpose of this provision service is as set out in the "Recognition of Previous Service for Leave Entitlements" section (Section 3.4).

Service will not be recognised if it ended with the employee accepting redundancy or enhanced early retirement under any restructuring/surplus staffing provisions of any Departments of the Public Service or Parliamentary Service or organisations as set out in the "Recognition of Previous Service for Leave Entitlements" section (Section 3.4).

Note 3: For the purposes of (1) and (2) above ordinary pay is defined as basic taxable salary, plus regular taxable allowances paid on a continuous basis which attract overtime payments.

Note 4: For employees on parental leave ordinary pay will be the ordinary pay at the time of commencing leave.

10.8 Redundancy Formula for Fixed Term Employees

Should a fixed term employee be made redundant compensation will be paid in accordance with the following scale, based on the employee's period of current continuous service with Te Papa Atawhai.

- (a) Payment of 8 % of the total of all ordinary pay (as defined in the Holidays Act 2003) derived by the employee during the 12 months immediately preceding the date on which the employee has been given notice of redundancy
- (b) An additional 4 % of ordinary pay for each additional 12 months continuous service or part thereof immediately preceding the date on which the employee is given notice of redundancy
- (c) The payments made under (a) and (b) above will in all cases be limited to a maximum of 1 year's ordinary pay

Note: A fixed term employee will not be considered redundant if:

- They are offered alternative employment deemed suitable for the skills they have. If the alternative employment is to a lower paid position, equalisation allowance will be paid
- The term of the fixed term employment has expired
- The employment has been on a relieving or casual basis

Part 11: EMPLOYMENT RELATIONSHIP PROBLEMS

11.1 Principles

- All parties will act in good faith to resolve any issues themselves
- Where there appears to be an employment relationship problem, it will be dealt with early and at the lowest level possible
- Any decisions should be made fairly and consistently
- Parties will treat each other with respect, and deal with issues in a confidential manner
- The rights of all parties should be protected by the principles of natural justice i.e. freedom from bias on the part of the person making the decision/judgement, and transparency and fairness of the procedure

11.2 Standards of Integrity and Conduct (docDM-228772)

Employees must read, be familiar with and abide by the Standards of Integrity and Conduct and other instructions issued by the Director-General from time to time.

11.3 Disciplinary Process

Any disciplinary process will be dealt with in accordance with the relevant policy and will be based on the following principles:

- Employees will be advised of the right to PSA assistance and/or representation of their choice at any stage.
- The employee is to be informed of the issue in question in writing and be given a reasonable opportunity to provide an explanation.
- Where any remedial action is required, the employee will be given a reasonable period of time to improve performance or change the conduct in question. If it is a performance issue appropriate alternative work, coaching and counselling should be considered to assist the employee to make those changes.
- An in-depth investigation will be undertaken before any action is taken (if required).
- All warnings will be recorded in writing and signed by both parties and placed on the employee's personal file.
- Written warnings will have a specified duration and will be removed from the personal file at the end of the warning period unless a second warning is issued in this timeframe.
- If the allegation or offence is serious the employee may be suspended, on pay, for all or part of the process.
- Where an employee feels aggrieved by any action of Te Papa Atawhai, they may pursue a personal grievance.

In normal circumstances a disciplinary or performance management process should consist of three steps. If after two disciplinary or performance management steps there is no satisfactory improvement, or a further offence occurs, the manager may enforce such action or penalties as may be considered appropriate.

These outcomes or penalties may include:

- Withdrawal of some functions or delegations; or
- Permanent or temporary transfer to other duties; or
- Demotion, and/or salary regression; or
- Dismissal; or
- Any other action the manager deems fit.

In cases where serious misconduct is alleged, not all steps may be applied. The employee will be notified of the procedure that will apply which must be consistent with best practice as accepted by New Zealand employment law.

11.4 Resolution of an Employment Relationship Problem

Employment relationship problems should be resolved in good faith and at the lowest level possible.

Where an employment relationship problem is identified by either an employee or by Te Papa Atawhai, reasonable steps must be taken to notify the other person(s) involved in the issue.

The initiating party should clearly state to the other party:

- That there is a problem
- The nature of the problem
- The expected solution(s) to the problem

Where the initiating party is the manager, the employee will be advised of the right to PSA assistance and/or representation at any stage.

Reasonable steps must be taken by all persons involved to resolve the issue.

If the problem is not resolved, then either the employee or Te Papa Atawhai may request the assistance of a mediator. The Mediation Service of the Ministry of Business, Innovation and Employment (MBIE) can be accessed. Further information is available through Te Papa Atawhai's Human Resources Policy on 'Resolving Employment Relationship Problems', through the PSA, or the MBIE Mediation Service Infoline 0800 20 90 20, or **Mediation Service website**.

It is preferable that the employment relationship problem is resolved without having to use mediation, but this clause does not prohibit an employee or Te Papa Atawhai accessing mediation in the first instance.

If the problem is a personal grievance the employer must be advised of the problem within 90 days from the date the action giving rise to the problem occurred or came to the notice of the employee, whichever is the latter. If the personal grievance is being raised after the expiration of the 90 day period, they must seek the agreement of Te Papa Atawhai or apply to the Employment Relations Authority to do so.

A personal grievance means any grievance that an employee may have against Te Papa Atawhai because of a claim:

- That the employee has been unjustifiably dismissed; or
- That the employee's employment, or one or more conditions of the employee's employment is or was affected to the employee's disadvantage by some unjustifiable action by Te Papa Atawhai; or
- That the employee has been discriminated against in their employment; or
- That the employee has been sexually harassed in their employment; or
- That the employee has been racially harassed in their employment; or
- 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

See section 103 of the Employment Relations Act 2000.

PART 12: TERMINATION

12.1 Notice

Permanent employees must give one month's notice of termination of employment and are entitled to one month's notice of termination by Te Papa Atawhai.

Fixed term employees must give two weeks' notice of termination of employment and are entitled to two weeks' notice of termination by Te Papa Atawhai.

For both categories of employee this may be varied by mutual agreement. Special provisions apply in the event of a surplus staffing situation (See Part 10: Management of Change).

In the case of serious misconduct, Te Papa Atawhai may dismiss an employee with a lesser period of notice or no notice at all.

An employee's last day of duty is the last day physically worked before an employee proceeds on leave, resigns, retires, etc, (i.e. the day the employee ceases work).

12.2 Abandonment of Employment

When an employee is absent from work for more than five consecutive working days without the consent of their manager, or without notification to the manager, the employee will be deemed to have terminated their employment unless the employee can give a satisfactory explanation for the absence and failure to notify.

The manager will take all reasonable steps to contact the employee before a decision to terminate is made.

This provision will not apply where the employee is impacted by an event which has been declared a civil defence emergency.

SIGNATORIES TO THIS AGREEMENT

Dated at WELLINGTON this 29th day of 2023.

FOR AND ON BEHALF OF Te Papa Atawhai | Department of Conservation



Penny Nelson
Director-General
Te Papa Atawhai | Department of Conservation



Alex Davies
Assistant National Secretary
FOR AND ON BEHALF OF the New Zealand Public Service Association Incorporated

APPENDIX 1

GRANDPARENTING

For employees who were employed by Te Papa Atawhai prior to MCA1 (11 November 2021) coming into force and who were employed on a Management Individual Employment Agreement (MIEA1-5) have the following provisions apply.

(1) SICK LEAVE

The Holidays Act 2003 (Sick Leave Amendment 2021) increased sick leave from a minimum of five days to 10 days per year effective 24 July 2021 after six months current continuous employment.

The parties have agreed that the sick leave entitlement will be 10 days from first day of employment increasing to 15 days per year after two years continuous service. Sick leave will accrue up to a maximum of 260 days less any sick leave taken.

Transition for current employees

New sick leave provisions for existing staff will mean a transition into the new model is required.

The new provision applies from an employee's next anniversary date (Note: the 10 days minimum entitlement as per the Holidays Act amendment has already been applied).

Unused sick leave may be accumulated to a total of 260 days. Where an accumulation of sick leave achieves or currently exceeds the 260 day level, further annual accumulations will not occur until the level reduces below the 260 day level.

An example: An employee with three years' service currently has a 46 day sick leave entitlement they will accrue 15 days per year until they reach the 260 day maximum less any sick leave taken.

All other staff will be entitled to the enhanced provision as per Part 5 Sickness and Accident effective from date of ratification.

All staff are entitled to 10 days sick leave per annum as per the Holidays Act and therefore if all sick leave is used up to a maximum of 260 days then this minimum entitlement applies.

(2) REDUNDANCY

When redundancy is the agreed option it will be calculated in accordance with the following formula.

A

- (a) 29.165 percent of total ordinary pay for the preceding 12 months;
- (b) 4.165 percent of total ordinary pay for the preceding 12 months for one person (other than a dependant child) who is dependent on the Employee and receives a gross annual income of less than \$ 22,233 pa;
- (c) 8.33 percent of total ordinary pay for the preceding 12 months for each dependant child of the Employee.

These payments are regardless of length of service.

B

With 12 months or more continuous service the Employee will receive in addition to A above:

- (a) 8 percent of total ordinary pay for the preceding 12 months; and
- (b) 4 percent of total ordinary pay for the preceding 12 months multiplied by the number of years of continuous service minus one, up to a maximum of 19; and
- (c) 0.333 percent of total ordinary pay for the preceding 12 months multiplied by the number of completed months in addition to completed years of continuous service, provided total service is less than 20 years.

Note: The total gross amount paid under A and B above will not exceed \$55,000 gross.

Cessation Leave

Cessation leave (as set out in the following table) will be paid, subject to the leave being reduced by the amount paid for anticipated retirement leave already taken. Any previous service recognised for determining your allocation of cessation leave is identified in Schedule 1:

Service	Days
Under 5 years' service	Nil days
Completion of 5 and under 10 years' service	22 days
Completion of 10 and under 15 years' service	44 days
Completion of 15 and under 25 years' service	65 days
Completion of 25 and under 30 years' service	86 days
Completion of 30 and under 35 years' service	108 days
Completion of 35 and under 40 years' service	131 days

Outstanding Annual Leave and Long Service leave will be separately cashed up where applicable.

Professional career, redundancy and/or financial advice up to the value of \$2,500 per affected Employee will be provided to staff who are made redundant.

In terms of A and B above:

Note 1: "Dependant child" means all children up to the age of 15 years and all children between the ages of 15 and 18 who are not:

- (a) In paid employment; or
- (b) In receipt of a state benefit; or
- (c) In receipt of a basic grant or an independent circumstances grant under the Student Allowances Regulations.

It includes those children for whom the Employee is paying maintenance to the Child Support Agency of Te Papa Atawhai of Inland Revenue. Where both parents are declared surplus only one parent can claim for dependant children. It is the Employee's choice as to which one claims.

Note 2: For the purposes of these redundancy provisions above ordinary pay is defined as basic taxable salary, plus regular taxable allowances paid on a continuous basis.

Note 3: If the Employee is on parental leave ordinary pay will be the ordinary pay at the time of commencing leave.