



Department of  
Conservation  
*Te Papa Atawhai*



*Photo of Māori Beach, Rakiura, Stewart Island, by Jason Blair, Katabatic Photography*

# PSA/DOC COLLECTIVE AGREEMENT 10 (PSA10)

Effective: 3 September 2025 (date of ratification)

Expires: 30 June 2027



# 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](http://www.psa.org.nz/nga-kaupapa)

© Ngā Kaupapa is the property of The Public Service Association. All rights reserved.

### 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.

<b>HOW WE WORK TOGETHER.....</b>	<b>7</b>
High Performance Engagement Commitment.....	7
HPE Leadership Team.....	8
Roles and Responsibilities of the Parties to This Agreement .....	8
Delegate Resources .....	9
<b>PART 1: GENERAL CONDITIONS .....</b>	<b>10</b>
1.1. Term of This Agreement.....	10
1.2. Parties to This Agreement.....	10
1.3. Coverage.....	10
1.4. Variations to This Agreement.....	10
1.4.1. Procedure .....	10
1.5. Definitions in This Agreement.....	11
1.6. Te Tiriti o Waitangi .....	12
1.6.1. Te Reo Māori.....	13
1.7. Employment Principles.....	13
1.8. Diversity and Inclusion.....	14
1.8.1. Diversity and Inclusion.....	14
1.8.2. Reasonable accommodation .....	14
1.9. Flexible Working Arrangements.....	14
1.10. Certificate of Service and References.....	15
1.11. Timesheets .....	15
1.12. Integrity Clause.....	15
1.13. Savings .....	16
1.14. Union Access .....	16
1.15. Sensitive Information.....	16
1.16. Copyright and other Intellectual Property.....	16
1.17. Conflict of Interest Declaration.....	17
1.18. Sustainability .....	17
1.19. Access to Information .....	17
<b>PART 2: HELP AND ASSISTANCE IN THE WORKPLACE.....</b>	<b>18</b>
2.1. Learning and Development.....	18
2.2. Study .....	18
2.3. Health, Safety and Wellbeing.....	18
2.4. Employee Assistance.....	19
<b>PART 3: HOLIDAYS AND LEAVE .....</b>	<b>20</b>
3.1. Public Holidays .....	20
3.1.1. Working on a Public Holiday .....	20
3.2. Christmas/New Year .....	21
3.3. Transferring of a Public Holiday.....	21
3.4. Annual Leave .....	21
3.5. Taking Annual Leave .....	22
3.6. Recognition of Previous Service.....	22
3.7. Discretionary Leave.....	23
3.8. Domestic/Family Violence Leave .....	23
Principle.....	23
3.9. Tangihanga/Bereavement Leave.....	24
3.10. Long Service Leave.....	24
3.11. Retirement .....	25
Principle.....	25
3.11.1. Definition .....	25

3.11.2.	Notice period .....	25
3.11.3.	Retirement Leave .....	25
3.11.4.	Transition to Retirement .....	25
3.12.	Medical Retirement.....	26
3.13.	Compassionate Grant.....	26
3.14.	Military Voluntary Service .....	26
3.15.	Study Leave.....	26
3.16.	Employment Relations Education Leave .....	27
3.17.	Jury Service and Witness Leave.....	27
3.17.1.	Jury Service .....	27
3.17.2.	Witness Leave .....	27
<b>PART 4: SICKNESS AND ACCIDENT .....</b>		<b>28</b>
Principle .....		28
4.1.	Sick Leave.....	28
4.1.1.	Extended Sick Leave .....	28
4.2	Domestic Sick Leave.....	29
4.3.	Sickness When on Annual Leave/Long Service Leave/TOIL.....	29
4.4.	Part Time Employees and Sick Leave .....	29
4.5.	Work Related Accidents .....	29
4.6.	Non Work Related Accidents .....	29
4.7.	Life Insurance Protection .....	30
4.8.	Protection from Liability.....	30
<b>PART 5: PARENTAL LEAVE .....</b>		<b>31</b>
Principles.....		31
5.1.	Parental Leave.....	31
5.2.	Eligibility .....	31
5.3.	Primary Carer Leave.....	31
5.4.	Partner's Leave.....	32
5.5.	Extended Leave .....	32
5.6.	Negotiated Carer Leave .....	32
5.7.	Special Leave .....	32
5.8.	Paid Parental Leave .....	32
5.9.	Payment of Annual Leave on Return from Parental Leave.....	32
5.10.	Keeping in Touch Days.....	33
5.11.	Ending Extended Leave .....	33
5.12.	Job Protection.....	33
5.13.	Ex Gratia Payment.....	33
5.14.	Re Engagement after Childcare.....	34
<b>PART 6: REMUNERATION SYSTEM AND PAY PROCEDURES.....</b>		<b>35</b>
Purpose Statement.....		35
Principles.....		35
6.1.	Bands .....	35
6.2.	Salary Ranges .....	35
6.3.	Skill Shortage and Recruitment/Retention.....	36
6.4.	Fire Fighting Rates.....	36
6.5.	Salary Progression.....	36
6.6.	Monthly Operation Review (MOR) / Performance Enhancement and Development	
Conversations.....		37
6.7.	Publication of Salaries Profiles .....	37
6.8.	Part Time Employees.....	37

6.9.	Payment of Salary .....	37
6.10.	Deductions from Salary.....	37
6.11.	Lump Sum Payment .....	38
<b>PART 7: HOURS OF WORK.....</b>		<b>39</b>
Principles.....		39
7.1	Ordinary Hours of Work.....	39
7.2.	Flexible Working.....	39
7.3.	Part Time or Job Share Work.....	40
7.4.	Extended Periods of Work.....	40
7.5.	Seven Days - Saturday or Sunday Work.....	40
7.6.	Meals and Rest Breaks .....	40
7.7.	Approved Overtime and Overtime Limit.....	40
7.8.	Time off in Lieu (TOIL).....	41
7.8.1.	Attendance at Courses, Conferences, Seminars, etc .....	41
7.9.	Call Back Work.....	41
7.10.	Nine Hour Minimum Break.....	42
7.11.	Emergency/Compliance and Law Enforcement Work.....	42
<b>PART 8: ALLOWANCES.....</b>		<b>43</b>
Principles.....		43
8.1.	Back Country (CPI adjusted - All Groups Index).....	43
8.2.	Chatham Islands.....	44
8.3.	Construction Blasting .....	44
8.4.	Diving and Drift Diving.....	44
8.4.1.	Diving.....	44
8.4.2.	Drift Diving (CPI adjusted - Recreational and Cultural Services Index).....	45
8.4.3.	Personal Wet Suit Damage .....	45
8.5.	Dog (CPI adjusted - All Groups Index) .....	45
8.6.	Duty and Standby .....	46
8.7.	Equipment (CPI adjusted - Recreational and Cultural Services Index).....	47
Principle.....		47
8.8.	Eye Care.....	48
8.9.	Field Food (CPI adjusted - Food Group Index) .....	48
8.10.	Flying (Helicopters and Fixed Winged Aircraft) .....	49
8.11.	Working Under Helicopter .....	49
8.12.	Higher Duties .....	49
8.13.	Laundering of Protective Clothing (CPI adjusted - Household and Contents and Services Group Index).....	50
8.14.	Morning and Afternoon Tea (CPI adjusted - Non Alcoholic Beverages Index) .....	50
8.15.	Overnight (CPI adjusted - All Groups Index).....	50
8.16.	Poisons.....	50
8.17.	Reimbursement of Expenses Incurred in Caring for Dependants .....	50
8.18.	Reimbursing - General.....	51
8.19.	Special Duties.....	51
8.20.	Te Reo Māori.....	51
8.21.	Transfer Expenses (CPI adjusted - Household and Contents and Services Group Index).....	52
8.21.1.	Voluntary change of position.....	52
8.21.2.	Temporary change in workplace.....	52
8.21.3.	Management of Change or at the Department's request.....	52
8.21.4.	Transfer Leave.....	54
8.22.	Transport Assistance.....	54

8.23.	Use of Private Motor Vehicle.....	54
8.24.	Work in Wet, Arduous or Obnoxious Conditions .....	55
<b>PART 9: MANAGEMENT OF CHANGE.....</b>		<b>56</b>
Principles.....		56
9.1.	Process.....	56
9.1.1.	Decision to Change .....	57
9.2.	Options.....	57
9.3.	Surplus Employees.....	60
9.3.1.	Formal Job Search.....	61
9.3.2.	Individual Job Search .....	61
9.3.3.	Discretionary Leave Without Pay.....	61
9.3.4.	Discretionary Leave With Pay .....	62
9.3.5.	Retraining .....	62
9.3.6.	Supernumerary Position.....	62
9.3.7.	Part Time Employment .....	62
9.3.8.	Other Options .....	62
9.4.	Redundancy - Application.....	62
9.5.	Redundancy Formula for Permanent Employees Employed Prior to 1 July 1992 .....	63
9.6.	Redundancy Formula for Permanent Employees Employed After 30 June 1992 .....	64
9.7.	Redundancy Formula for Fixed Term Employees .....	66
<b>Part 10: EMPLOYMENT RELATIONSHIP PROBLEMS.....</b>		<b>67</b>
Principles.....		67
10.1.	Standards of Integrity and Conduct (DOCDDM-228772).....	67
10.2.	Disciplinary Process.....	67
10.3.	Resolution of an Employment Relationship Problem .....	68
10.4.	Employment Relationship Problem Resolution Flowchart.....	70
<b>PART 11: TERMINATION.....</b>		<b>71</b>
11.1.	Notice .....	71
11.2.	Abandonment of Employment .....	71
<b>Schedule A: Allowances Rates which are CPI Adjusted (rates as at 1/7/2025).....</b>		<b>72</b>
<b>SIGNATORIES TO THIS AGREEMENT.....</b>		<b>74</b>
<b>APPENDIX 1 - Salary Bands.....</b>		<b>75</b>
Salary band steps effective from 1 August 2025.....		75
Salary band steps effective from 1 July 2026 .....		76

## HOW WE WORK TOGETHER

### High Performance Engagement Commitment

This High Performance Engagement (HPE) model clause gives effect to the commitments in Te Takawaenga Whakamana which is 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.

DIMENSION	CLAUSE
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 Leadership Team have agreed membership which will include Māori representatives from both PSA and Te Papa Atawhai. 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.

### **HPE Leadership Team**

This is established under the charter. Refer to intranet pages: [High performance engagement with the PSA](#)

### **Roles and Responsibilities of the Parties to This 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 members in the workplace specifically
- Attend meetings as agreed
- Contribute to working groups and projects
- 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

#### Managers:

- Allocate time for delegates to carry out their delegate role
- Attend training as needed
- Attend meetings as agreed

#### Director-General:

- Overall commitment through the agreed Charter:
- 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 DOC 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.

A normal level of National Delegate activity is expected to be 150 hours per year to participate in local co-ordination of members meetings and attendance at engagement forums, union delegate support to union members and involvement at national delegate meetings.

A normal level of Local Delegate activity is expected to be 75 hours per year to participate at the local engagement forum meetings, and to provide delegate support to union members.

In addition to the above, any time a delegate is required to carry out work on HPE initiatives or projects will be over and above the normal level of delegate hours outlined above. Resources required to implement initiatives/projects will be discussed and agreed by Te Papa Atawhai and the PSA at the appropriate level. The resources will be decided on a case by case basis and will identify:

- The involvement of managers and PSA representatives
- Time for delegates and managers to carry out their roles and responsibilities
- Training and development requirements

## **PART 1: GENERAL CONDITIONS**

### **1.1. Term of This Agreement**

This agreement comes into force on the date of ratification (3 September 2025) and continues in force until 30 June 2027.

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

### **1.2. Parties to This Agreement**

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

### **1.3. Coverage**

This collective agreement covers permanent, fixed term and casual employees of *Te Papa Atawhai*, except for:

- All Deputy Director-General, Director, Manager positions, including all members of Senior Leadership Teams
- Boat Skipper, Southern Winds (*Te Anau*)
- People and Culture Business Partner, Senior HR Advisor, Senior Remuneration Advisor, and HR Advisors

Employment conditions for all positions excluded from this PSA/DOC Collective Agreement will recognise the legislative obligation *Te Papa Atawhai* has under the Health and Safety at Work Act 2015.

### **1.4. 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.

#### **1.4.1. 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:

- The manager(s) 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 representatives from *Te Papa Atawhai*.

- A written proposal for variation of the collective agreement will then be submitted to the 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.

### 1.5. Definitions in This Agreement

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

Term	Definition
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 Leave Accrual	The portion of annual leave that gradually accumulates over time, before it becomes leave entitlement on one's anniversary date. Also known as Annual Leave Advance.
Annual Leave Arrears	The portion of annual leave that an employee is entitled to after each year of continuous service. Also known as Annual Leave Entitlement or Annual Leave 'Current'.
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 Te Papa Atawhai, and delivery of task assignments
Average (Weekly) Pay	Total liable gross earnings divided by 52 weeks or part thereof. This applies when calculating annual leave only
Basic Rate of Pay	Annual salary only
Capability	The ability of a person to undertake the work of a role which is made up of a combination of competencies
Casual Employee	An employee who is engaged on an 'as and when required' and intermittent and irregular basis who has no ongoing expectation of employment
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 union in the workplace
Director-General	The Director-General of Conservation or a manager acting under delegation from the Director-General
Duty	The period of service required to be given during any one period of 24 hours
FENZ	Fire and Emergency New Zealand

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
Fortnight	The 14 days commencing midnight Sunday/Monday For an employee a fortnight is the number of hours/days agreed to be worked in the fortnight
Gross Taxable Earnings	Total earnings (including taxable non-reimbursing allowances, special payments, etc)
Manager	An employee's immediate manager, or the person with the relevant delegation
Ordinary (Weekly) Pay	Annual salary plus all regular payments – this applies for annual leave only
Part Time Employee	a) An employee who is engaged to perform less than the standard hours of work applicable to their workplace b) An employee who undertakes permanent work for part of the year only (seasonal) who has an ongoing expectation of employment
Permanent Employee	An employee who undertakes permanent work and has an ongoing expectation of employment
Permanent Work	Work of a continuing nature without a specified duration
PSA/DOC CA or PSA10	This Collective Agreement
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	The Department of Conservation (DOC)
Union	The Public Service Association Inc. (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

## 1.6. 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.

### 1.6.1. 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 8.21 for information relating to Te Papa Atawhai's Te Reo Māori Capability Building Allowance.

### 1.7. Employment Principles

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

- Good and safe working conditions
- A Diversity and Inclusion Plan
- An equal employment opportunities programme
- 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 Public service standards of integrity and conduct (Code of Conduct) as well as any DOC specific code, values and behaviours.

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

Managers 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. This includes workplaces free from violence, bullying, harassment and discrimination. It also relates to relationships with stakeholders and volunteers.

Te Papa Atawhai takes a zero tolerance approach to these behaviours.

## **1.8. Diversity and Inclusion**

### **1.8.1. 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. Diversity and inclusion 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. More information is available in Te Papa Atawhai's diversity and inclusion intranet pages: [Inclusion and diversity at DOC](#).

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 a working environment 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.

### **1.8.2. 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 perform 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 capable of delivering Te Papa Atawhai's strategic direction.

## **1.9. 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 in overtime clause 7.7, 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 [linked here](#).

#### **1.10. 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.

#### **1.11. Timesheets**

All employees will provide a record of attendance and leave in accordance with instructions issued by the Director-General.

#### **1.12. 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 1.4.

### **1.13. Savings**

Those provisions that were included in a previous agreement and that will continue to apply to employees despite their not being otherwise mentioned in this agreement are:

- Terms and conditions not expressly dealt with in this agreement that were protected by the Public Service Act 2020 Schedule 1 Part 1 Section 13 (3) and previously Section 94 of the State Sector Act 1988, and by subsequent agreements registered with the Arbitration Commission.

Te Papa Atawhai will as far as possible advise any eligible employees of their continued entitlements under this section on request.

### **1.14. 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 -health and safety or security procedures.

### **1.15. 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, business information about Te Papa Atawhai.

### **1.16. 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.



### **1.17. 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.

### **1.18. Sustainability**

Sustainability is the practice of increasing efficiency; this includes environmental impacts as well as production and workflow efficiencies. Employees are expected to support and actively participate in a sustainable workplace and work towards carbon neutral as per Government expectations.

### **1.19. 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 2: HELP AND ASSISTANCE IN THE WORKPLACE**

### **2.1. Learning and Development**

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

Employees and Managers have a joint responsibility for their learning and development and Te Papa Atawhai will provide the support and tools to enable them to do this.

Employees and managers will meet to discuss and agree learning and development opportunities. These opportunities are to enable employees to undertake their current role and responsibilities and to support their professional career aspirations.

Te Papa Atawhai will have a range of learning and development opportunities, and these will be made available to staff.

Te Papa Atawhai will ensure that employees have access and support to take up secondment opportunities across the Public Service to grow their experience and capability and meet their career aspiration goals to support their agreed Development Plan.

Employees and Managers are required to complete a Development Plan to capture agreed learning and development opportunities and to monitor progress and outcomes.

### **2.2. Study**

Te Papa Atawhai may support employees to pursue a course of study to complete a qualification relevant to Te Papa Atawhai, and by agreement through a development plan.

### **2.3. Health, Safety and Wellbeing**

Te Papa Atawhai is committed to meet its obligations under the Health and Safety at Work Act 2015 and relevant regulations. Te Papa Atawhai acknowledges the recognition and management of safety and wellbeing requirements and healthy work environments will produce the best quality outcomes for all parties.

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

Te Papa Atawhai prioritises the wellbeing of its people. Managers will work with employees to ensure there is visibility of the range of tools and resources available for employees 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 employees 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.

For more information please see Te Papa Atawhai's Worker Participation Agreement [DOCDM-139074](#).

## **2.4. Employee Assistance**

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

- Their work is (or could be) 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.

## PART 3: HOLIDAYS AND LEAVE

### 3.1. 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
- Labour Day
- Anniversary Day (as observed in the locality concerned)

**Note:** Where a pattern of work may lead a “casual” employee to an expectation of work on a particular public holiday then they will be entitled to be paid for that day.

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.

#### 3.1.1. 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:

##### Permanent and Fixed Term Employees

- 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).

##### Casual Employees

- relevant daily pay, and
- time half (T0.5) for all hours worked on that day.
- taxable allowances claimed will be paid at T1.5 (excludes duty, standby, non taxable and reimbursing allowances).

Where an employee is required to work on a Public Holiday, but it is not a day they would ordinarily or normally work, they will receive the payments above but will not receive an alternative holiday.

### **3.2. Christmas/New Year**

Te Papa Atawhai is committed to the health, safety and wellbeing of all its employees. 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 employees 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 entitlement available those days shall be either taken using accrued annual leave or Discretionary Leave Without Pay.

For new employees only, who start work with the Department after 1 November of the relevant year, an exception can be made. With their manager's approval, a new employee can choose to anticipate up to four days of Annual Leave (putting them into a negative annual leave balance) to remain on pay for their first Christmas/New Year closedown only. The employee will be required to accrue that leave in the New Year to return to a zero balance. If the employee leaves before they have returned to a zero Annual Leave balance, any shortfall will be recovered from their final pay.

### **3.3. Transferring of a Public Holiday**

Te Papa Atawhai recognises the diversity of our people and there are other days in a calendar year that are of cultural, ethnic, religious, or personal significance. Where possible, Te Papa Atawhai wants to grant employees time to celebrate what is important to them. With written agreement from the manager, employees may be able to transfer public holidays to other calendar days that are more meaningful to them.

### **3.4. Annual Leave**

For the purpose of rest and recreation during employment, employees are entitled to four weeks and three days paid annual leave on completion of their first year of continuous service increasing to five weeks paid annual leave upon completion of five years 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.

Casual employees will be paid 8% of gross salary in lieu of accruing annual leave each fortnight as part of their normal pay.

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 3.7, is recognised for the calculation of annual leave entitlement.

### **3.5. 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 should 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 use their annual leave accrual (before they have become entitled to that leave), subject to any amount of leave not owed to the employee upon termination of their employment being refunded. If an employee has taken accrued annual leave, their annual leave entitlement on their anniversary date will reflect this leave already taken.

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.

### **3.6. Recognition of Previous Service**

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 the Second Schedule Part 1 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, or where redundancy has been paid out for prior 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 Clause 5.14.).

For the purposes of sick leave, if more than two years' service is being recognised from another organisation, an employee will receive 15 days' sick leave from the start of their employment.

### **3.7. 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 a new 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 extended discretionary leave without pay.

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

Refer to the HR Delegations (DOCDM-902754) for discretionary leave approval

### **3.8. 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 employees 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/>

### **3.9. 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/whāngai.

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.

### **3.10. Long Service Leave**

Employees will be entitled to long service leave as follows:

- Two weeks' leave on completion of 10 years 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.

The preference is for each long service leave entitlement to be taken in one period (e.g. Monday to Friday). However, if required, Long Service Leave may be used in units of no less than a day provided the full entitlement is used before the next entitlement falls due, otherwise it will be forfeited.

Previous service, as per Clause 3.7, is recognised for the purposes of calculating long service leave.

Notes:

- a) 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.
- b) 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.



- c) Part time employees are to receive a pro rata reduction of pay but not of time during long service leave.

### **3.11. 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.

##### **3.11.1. Definition**

Retirement is the permanent cessation of regular paid employment.

An employee may retire:

- Voluntarily
- On medical grounds (will usually require a medical certificate from a doctor acceptable to Te Papa Atawhai)
- By agreement between the manager and employee

##### **3.11.2. 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](#)

##### **3.11.3. Retirement Leave**

Employees who elect to retire in terms of 3.12.1 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 the table below, and the following notes.

##### **3.11.4. 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:**

- 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.
- Retirement leave may be paid in fortnightly instalments or as a lump sum as determined by the employee.
- 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.
- All service is calculated on the basis of a calendar year.
- The Election to Retire form can be found at [DOCDM-261063](#).
- In a redundancy situation retirement leave is not available and cessation leave applies.

## Retirement Leave Table

**Table A**

Entitlement (in working days) with service of years 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

### **3.12. Medical Retirement**

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. If an employee has more than 25 years' service, they will be granted leave in accordance with the table above in clause 3.12.

In all cases, Retiring Leave for medical retirement purposes will be paid as a lump sum.

### **3.13. 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.

### **3.14. 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.

### **3.15. Study Leave**

An employee may be granted leave to undertake a programme of study as agreed with the employer. 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.

In determining the support for study, the employer in consultation with the employee, will take into account:

- the time commitment required of the employee

- programme requirements such as attendance at lectures or workshops, residential modules, on-the-job or practical experience, examinations and assessments
- additional support available such as use of work facilities and technology
- the impact of the leave on the work of Te Papa Atawhai and on the workload of the employee and others
- affordability of providing the support to the employee.

### **3.16. 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.

### **3.17. Jury Service and Witness Leave**

#### **3.17.1. Jury Service**

An employee will be granted paid leave for jury service. Any juror's fees are to be paid to Te Papa Atawhai.

If an employee chooses to use Annual Leave or TOIL to attend jury service (instead of Jury Service Leave), they may keep any juror's fees paid to them

#### **3.17.2. Witness Leave**

Where an employee is called as a witness in a private capacity for a case before the Courts, up to a maximum of three days paid leave may be granted. If the employee recovers fees and expenses from the party calling the witness, they must repay the fees to Te Papa Atawhai.

Where an employee is called as a witness in their capacity as an employee of Te Papa Atawhai, this time is considered to be part of their normal duties.

## PART 4: SICKNESS AND ACCIDENT

### Principle

Sick leave is provided for employees to care for themselves, their partners and children, or other dependants. Sick leave is granted on the basis of need, to let employees take time off work while they (or their dependants) are:

- (a) unwell,
- (b) recovering from physical or psychological illness or injury,
- (c) accessing a health professional, or
- (d) preventing the spread of infectious illness in the work environment.

### 4.1. Sick Leave

For permanent and fixed term employees the sick leave allocation is based on the amount of time worked for Te Papa Atawhai and service recognised under clause 3.7.

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.

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 manager with the relevant delegation.

#### 4.1.1. Extended Sick Leave

Where the employee has been on extended sick leave, Te Papa Atawhai may require an employee to undergo an examination by a registered medical practitioner nominated by Te Papa Atawhai. Te Papa Atawhai will pay for the examination if required.

#### **4.2 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.

#### **4.3. Sickness When on Annual Leave/Long Service Leave/TOIL**

If an employee is sick when on annual leave, long service leave, or TOIL 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.

#### **4.4. Part Time Employees and Sick Leave**

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

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

#### **4.5. 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 Injury Management Programme.

#### **4.6. 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 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.

#### **4.7. 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.

#### **4.8. 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.

## PART 5: PARENTAL LEAVE

### Principles

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

### 5.1. 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>.

If you choose to have KiwiSaver deductions from your paid parental leave payments, Inland Revenue will also make 'employer' contributions. For more information, please refer to the IR's website: [KiwiSaver and paid parental leave](#).

### 5.2. 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.

### 5.3. 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

whāngai (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.

#### 5.4. Partner's Leave

Partner's leave is available if you are the spouse or partner who meets the six months or 12 months 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.

#### 5.5. Extended Leave

The amount of extended leave available to an employee depends on whether each parent meets either the six months or 12 months' 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.

#### 5.6. 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.

#### 5.7. 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.

#### 5.8. 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 please visit the IRD site <https://www.ird.govt.nz/yoursituation-ind/parents/parents-paid-parental-leave.html>

#### 5.9. 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.



### **5.10.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.

### **5.11. 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.

### **5.12. 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, (Part 9 of this CA) including prior notification.

### **5.13. 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 partner both work for a public sector employer, only one will be eligible for the payment. If the employee's partner works for a private sector employer eligibility is unaffected.

#### **5.14. Re Engagement after Childcare**

A permanent employee who resigns to care for preschool children will have preference for re-employment for a temporary or permanent position 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). The original resignation from the Department must state that the reason is to care for preschool children. For clarity, preference no longer applies once a new temporary or permanent position has been secured.

## PART 6: REMUNERATION SYSTEM AND PAY PROCEDURES

### Purpose Statement

The purpose of the remuneration system is to help meet the shared interest that employees and Te Papa Atawhai have in creating a successful organisation that achieves its intended outcomes. The remuneration system contributes to this by facilitating the recruitment and retention of quality staff, making them feel valued and recognising their contribution to the organisation.

### 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
- It is consistently applied to ensure fairness and equitable outcomes
- It supports a diverse workforce
- It is sustainable, affordable, simple and easily administered
- It has regard to internal relativities and the external labour market
- It supports career development
- It has regard to the competence, skills and performance of employees

#### 6.1. Bands

Roles within Te Papa Atawhai are placed within one of six bands by undertaking job evaluation. (Refer 6.2 below).

The full list of band descriptions is found in [DOC-3242799](#) and will not be changed without agreement between the parties.

A role may be reviewed and considered for re-banding. A review may be initiated by an employee, a group of employees or a Manager or Director.

Band review is intended to be a mechanism to allow a review of a Tier 5 role's band if there are concerns it is incorrectly banded. E.g. if the work of the role has changed over time, or if the original band outcome is questioned.

This means if the review results in a change in band, this will affect all employees employed in the role, as it is the role which is being reviewed, not an individual position or employee.

The full band review process is described in DOCDM-1367082 and will not be changed without agreement between the parties.

#### 6.2. Salary Ranges

*Salary ranges for salary bands B to G effective from 1 August 2025*

	B	C	D	E	F	G
Minimum	\$60,703	\$65,070	\$68,878	\$80,054	\$92,912	\$109,160
Maximum	\$66,911	\$75,981	\$87,265	\$101,142	\$117,570	\$138,333

*Salary ranges for salary bands B to G effective from 1 July 2026*

	B	C	D	E	F	G
Minimum	\$61,189	\$65,590	\$69,429	\$80,695	\$93,656	\$110,033
Maximum	\$67,446	\$76,589	\$88,181	\$101,951	\$118,510	\$139,440

The minimum salary will be equivalent to a liveable wage of \$27.80 per hour effective 1 September 2024 and \$28.95 per hour effective 1 September 2025. The minimum salary will be adjusted annually on 1 September to reflect Government guidance.

### 6.3. Skill Shortage and Recruitment/Retention

The external job market from time to time experiences shortages of certain roles driving up the salary rates for these roles.

While all roles will be placed into one of the six bands identified in 6.2 above through job evaluation, in exceptional circumstances, a manager may identify a demonstrable recruitment and/or retention problem.

The Recruitment and Retention (RR) salary ranges are intended for roles where there are identified challenges in recruiting and retaining employees due to market remuneration pressures.

More information regarding RR salary ranges and specifically the process by which they are managed is described in [DOC-10381009](#) which will not be changed without the agreement of both parties.

*Salary ranges for RR salary bands effective from 1 August 2025*

	RR4	RR5	RR6	RR7
Minimum	\$82,852	\$96,185	\$108,082	\$113,031
Maximum	\$110,841	\$128,912	\$145,043	\$151,751

*Salary ranges for RR salary bands effective from 1 July 2026*

	RR4	RR5	RR6	RR7
Minimum	\$83,515	\$96,954	\$108,946	\$113,936
Maximum	\$111,728	\$129,944	\$146,203	\$152,965

### 6.4. Fire Fighting Rates

The salary ranges in 6.2 and 6.3 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 or emergency at the request of FENZ 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](#).

### 6.5. Salary Progression

Effective from 1 July each year permanent, fixed term and casual employees (including those employees on parental leave without pay) who have not yet attained the maximum salary band step for their role, will progress to the next step on the pay ladder.

Pay Progression will **not apply** where:

- An employee is employed by Te Papa Atawhai after 31 March in the relevant year.

- An employee has received an Out of Cycle increase after 31 March of the relevant year and that Out of Cycle increase was not because of gender pay remediation.
- An employee has been appointed to a different role at Te Papa Atawhai after 31 March and received a pay increase as a result.

An employee who is on a Performance Improvement Plan (PIP) as at 1 July will not receive step progression (if applicable) until the PIP no longer applies. A step applies at the date the PIP has been removed.

Out of cycle salary increases may be considered in exceptional circumstances with the relevant approval as per the HR Delegations. For more information about out of cycle salary increases, refer to [DOC-7894555](#).

Refer to **Appendix 1** for the steps associated with each salary band.

## **6.6. Monthly Operation Review (MOR) / Performance Enhancement and Development Conversations**

Employees will have regular conversations with their manager to discuss work objectives/standards, employee wellbeing, identify learning and development needs, and allow discussion of the employee's work aspirations.

## **6.7. Publication of Salaries Profiles**

A profile of salaries paid in each band will be made available to employees at least annually. The profile will list average salaries by salary band. Where necessary to protect individual privacy i.e. where the sample is very small, data will be suppressed. Additional information may be made available on a confidential basis as part of any departmental problem resolution procedure.

For more information, see the intranet page for [HR statistics](#).

## **6.8. Part Time Employees**

The salary and secondment or 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.

Reimbursing allowances will however be paid at the full rate.

Salary progression will be the same as for full time employees.

## **6.9. Payment of Salary**

Salaries will be paid fortnightly by direct credit to a bank account on receipt of the appropriate written authority from employees.

Te Papa Atawhai provides an online portal for employees to access payslips, pay and leave history.

## **6.10. 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.

Te Papa Atawhai will deduct PSA membership fees, with the authorisation of each member, from wages or salary, and will remit these deductions to the PSA.

#### **6.11. Lump Sum Payment**

To acknowledge the benefits of a collective agreement and the benefits arising from our relationship, a one-off gross lump sum payment of \$490 will be paid to PSA members bound by this agreement and employed as at the date of ratification in 2025. This will be paid in the first available payday after ratification in 2025. This payment will not be pro-rated for part time or casual employees.

## PART 7: HOURS OF WORK

### Principles

Having clear hours of work ensures employees are paid correctly and a healthy work/life balance is maintained.

This Collective Agreement, policies and systems work together so employees can work their standard fortnightly hours during ordinary hours of work.

Flexible work arrangements may be requested to vary hours of work provided the paid hours are worked within agreed periods (e.g. a fortnight). Managers will agree to flexible arrangements unless there is a negative impact on the work of the employee or workplace.

Good planning ensures minimum disruption to hours of work for employees.

With prior agreement, mechanisms like overtime, additional hours or TOIL are available to manage workflow.

Part 7 does not apply on days when employees are being paid FENZ rates.

### 7.1 Ordinary Hours of Work

The aim is to work a fortnight of standard hours. Employees are not expected to work extended periods away from home on a regular basis unless this requirement is in their conditions of employment.

The ordinary hours of work are 8 hours per day normally worked between 7am and 6pm. The standard fortnight will normally be Monday to Friday, 80 hours per fortnight. These hours may be varied on agreement between the employee and the manager in writing.

1. If an employee regularly worked 7.35 hours per day prior to 1 October 2010 they will continue to have these hours recognised as their normal hours of work.
2. If a permanent employee currently entitled to work 7.35 hours per day applies for and is appointed to a new position (excluding reassignment during a Management of Change Process) they will be required to work 8 hours per day.
3. Unforeseen circumstances may mean that employees need to commence/finish outside core hours. This is by agreement between manager and employee unless the provisions of clause 7.11 apply, in which case the employee may be directed to undertake such work.
4. If the workplace uses a roster system, this must be published four weeks in advance.

### 7.2. Flexible Working

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.

Any arrangement is subject to agreement in writing between the parties.

#### 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.

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

### **7.3. Part Time or Job Share Work**

Employment may be available on a part time or job share basis as follows:

- At the employee's request, as long as the work is capable of being performed on a part time or job share basis
- Where established as a part time or job share position

### **7.4. Extended Periods of Work**

Regular work of more than 10 consecutive days will not become the norm unless this requirement is in the employee's role description or as agreed between the employee and manager, prior to work commencing, for periods of extended work usually relating to offshore islands.

The entitlement to days off will be two consecutive days off per five days worked, i.e.

- 10 on, 4 days off
- 15 on, 6 days off
- 20 on, 8 days off

Note:

Where it is expected that an employee will be working continuously for extended periods, a health, safety and wellbeing plan will be developed.

### **7.5. Seven Days - Saturday or Sunday Work**

Where a seven day operation or Saturday/Sunday work is required, these days will be substituted for an employee's ordinary Monday to Friday workdays.

### **7.6. Meals and Rest Breaks**

Subject to conditions as may be prescribed in this agreement, employees will be allowed paid rest breaks of 10 minutes each in the morning and afternoon at times specified by the manager.

Except when required for emergency work, employees will not be required to work for more than four hours continuously without being granted an unpaid meal period of at least 30 minutes.

In the case of an emergency when the manager requires an employee to work without allowing an unpaid meal break of at least 30 minutes, the employee will, from the time such a break was due, until the break is allowed, be paid at T1½ the rate appropriate at the time. Where work extends into overtime then T1½ applies (additional to the rate appropriate at the time) only after two hours overtime has elapsed.

When an employee is required to work up to four hours of continuous overtime, the employee will be allowed a 10 minute paid rest period at the expiration of the first two hours of such overtime.

### **7.7. Approved Overtime and Overtime Limit**

Overtime is the purchase of additional hours.

Any approved hours worked in excess of, or outside the period specified in the "Ordinary Hours of Work" section (Section 7.1), will be paid for at the rate of time one and a half (T1½), provided that a minimum of 8 hours are worked on the day before the overtime rates apply, except where there is mutual agreement for an employee to elect to take this time off in lieu. This 8-hour minimum will not apply to approved work undertaken on an employee's normal days off.



Overtime is also payable after 80 hours are worked in the fortnight where the work is approved by the manager/supervisor except where it is agreed that an employee can take the extra time as time off in lieu.

As overtime is the purchase of additional hours in the business/work plan the need for overtime should be limited, unless there are exceptional circumstances.

Overtime is not paid for attendance at courses, seminars, conferences, etc. See clause 7.8 for more information on course attendance.

Employees who are in salary bands B, C, or D may claim overtime. If an employee is in any other salary band they will not be paid overtime except as set out in the "Emergency/Compliance and Law Enforcement Work" section (clause 7.11).

Note:

Overtime is not payable if a flexible working arrangement (under clause 1.9) means the employee works in excess of 8 hours per day (as per clause 7.1)..

### **7.8. Time off in Lieu (TOIL)**

TOIL is the rearrangement of hours purchased in the Business Plan, not the recognition of extra hours worked.

Where an employee works any approved hours in excess of, or outside the period specified in the "Ordinary Hours of Work" section (Section 7.1), equivalent time off may be granted, on the basis of one hour off for one hour worked, by mutual agreement between the employee and the manager. TOIL applies when the employee has completed their normal hours of work as defined in Section 7.1.

Managers are required to ensure all employees who have access to TOIL should wherever practicable take this time within one month of it being earned. This period may be extended under special circumstances at the manager's discretion.

In exceptional circumstances, managers may agree to pay for any additional hours worked at the employee's ordinary rate of pay instead of TOIL.

#### **7.8.1. Attendance at Courses, Conferences, Seminars, etc**

An employee who has manager approval or is required to attend a course, seminar, or conference to develop or maintain capability for their current role and is required to participate beyond their normal hours of work may either:

- i. claim TOIL, including time spent travelling; OR
- ii. be paid at their ordinary rate of pay for additional hours attending the course/conference/seminar, excluding travel, but TOIL will apply for time spent travelling.

Wherever possible, employees will travel within their normal working day.

### **7.9. Call Back Work**

If not arranged in advance (at least 12 hours notice) of the requirement to report to work outside of normal work hours, or where an employee is called back after their normal day's work, or on days that they have been rostered off, or on public holidays, the first hour will be paid at T1½ the employee's ordinary hourly rate and thereafter at T2 the employee's ordinary hourly rate.

A minimum payment for call back will be equivalent to three hours at the employee's ordinary rate of pay. If an employee is called back to work multiple times within the first three hour period already claimed, no additional call back can be claimed until the three hour period has expired.

#### **7.10. Nine Hour Minimum Break**

Employees must have adequate time between workdays to rest. A break of at least nine continuous hours must be provided wherever possible between any two periods of full duty.

Where an employee has not had the opportunity for a nine hour break between two successive periods of duty, overtime will be paid for hours worked at the rate of time one and a half (T1½) until a nine hour break is taken. Time spent off duty during ordinary hours solely to obtain a nine hour break will be paid at ordinary rates.

#### **7.11. Emergency/Compliance and Law Enforcement Work**

Te Papa Atawhai is obliged to respond to emergencies (firefighting, search and rescue, marine mammal stranding, natural disasters etc.) and law enforcement situations, both during and outside of normal hours. To make the best response, the employee's regular duties and hours may need to be modified.

Where an employee is directed to assist in search and rescue, law enforcement, natural disasters, or other emergencies the employee will receive the appropriate rate of pay including overtime where overtime definitions are applicable and call back where applicable. Overtime limits will not apply to emergency work.

## PART 8: ALLOWANCES

### Principles

- Allowances acknowledge additional responsibilities, difficulties, inconvenience, time, costs, or qualifications that are encountered during the course of an employee's work
- Te Papa Atawhai will reimburse employees for all reasonable expenses (which have been approved) incurred solely in respect of work with Te Papa Atawhai
- It is agreed that no employee should either be out of pocket, nor should they profit in respect to expenses related to their work for Te Papa Atawhai
- Employees use fit for purpose equipment and clothing in good condition to protect them from hazards and for carrying out their work effectively in a healthy and safe manner
- Part 8 does not apply on days when being paid FENZ firefighting rates

Allowances which are CPI linked will be adjusted by the applicable March Consumer Price Index, effective from 1 July. Updated allowances (effective 1 July each year) will be available at [DOC-7324951](#).

### 8.1. Back Country (CPI adjusted - All Groups Index)

The Back Country Allowance is paid to recognise the level of inconvenience, discomfort or remoteness associated with staying overnight in back country locations.

The allowance will be paid if any of the following criteria are met:

- No running water from a tap
- No toileting facilities (i.e. a hole must be dug)
- No cooking facilities
- Sleeping arrangements require employees to share sleeping quarters with the public.

The allowance will be paid for:

- Each day (i.e. 24 hour period) and subsequent part of a day, or
- When staying overnight in the field for less than 24 hours.

Where clarity is required on whether a specific location qualifies for Back Country Allowance, the parties will discuss and confirm the application of this allowance.

Back Country Allowance and other entitlements under this clause are not available to hut wardens, and those employees based at and predominantly employed to work on offshore or outlying islands when staying in the normal accommodation on the island.

Hours of work may be set at such times of the day as may be necessary to achieve the best results provided that the minimum hours per fortnight will be 80.

All hours spent on back country work will be paid for at ordinary time rates (T1), except for approved work beyond 80 hours per fortnight where the appropriate overtime rates will apply. Where an employee is required to work on a Public Holiday payment will be made as per clause 3.2 (if it is a day that they would ordinarily or normally work).

In addition to the normal days off provided for by any roster system an extra day off in lieu will be granted for each whole weekend worked.

In addition to the Back Country Allowance, Te Papa Atawhai will either supply food to the employees or pay Field Food Allowance for every day while so employed (see Section 8.9).

The rate for Back Country is as follows:

**Rate: \$28.72 per day**

1. Transport in and out of the back country at the beginning and end of the work period is at departmental expense.
2. Overnight Allowance is not payable when Back Country Allowance is paid (see Section 8.15).
3. Employees are entitled to claim Wet, Arduous and Obnoxious Allowance (see Section 8.24).
4. For each night staff are required to stay in the back country an allowance is paid. An employee will be eligible for a second day's allowance if they stay in the field after midday the following day. For example, if a person stays in the field overnight Monday and returns before midday, they will be eligible for one day's Back Country Allowance. If they return after midday Tuesday they will be eligible for two day's Back Country Allowance.

## **8.2. Chatham Islands**

It is recognised that living on the Chatham Islands comes with additional costs due to the isolated nature of the location. On an annual basis, the local Chatham Islands PSA delegate/s, National PSA Organiser, Operations Manager and Human Resources will discuss any reimbursing allowance appropriate to the location and recommend any changes to the Director, Operations for approval.

## **8.3. Construction Blasting**

An Approved Handler Certificate (Explosives), as issued pursuant to the Hazardous Substances and New Organisms Act 1996, is required while undertaking the field duties of a construction blaster. Employees will be paid an allowance at the following rate while undertaking construction blasting:

**Rate: \$0.50 per hour**

Note:

Field duties include transporting explosives, undertaking blasting, storage and making the site safe at the end of the blasting operation.

## **8.4. Diving and Drift Diving**

Health and safety considerations will be paramount at all times.

### **8.4.1. Diving**

- (i) Where an employee is recognised by Te Papa Atawhai as being suitably qualified to dive and is required to do underwater diving work, a diving allowance of \$0.33 per minute underwater will be paid.

A further amount will be calculated in accordance with the maximum depth of the dive:

<b>Metres</b>	<b>Per Dive</b>
0 - 4.9	\$2.00
5 - 9.9	\$4.00
10 - 14.9	\$6.00
15 - 19.9	\$8.00
20 - 24.9	\$10.00
25 - 29.9	\$12.00
30 - 34.9	\$15.00
35 - 39.9	\$20.00
40 +	\$25.00

- (ii) When required to use all their own personal diving equipment the employee will be paid an allowance of \$36.97 per day. This allowance is not payable if using departmental dive equipment. **(CPI adjusted - Recreational and Cultural Services Index)**

#### **8.4.2. Drift Diving (CPI adjusted - Recreational and Cultural Services Index)**

Where an employee is recognised by Te Papa Atawhai as being suitably qualified to drift dive and is required to undertake drift diving an allowance of \$6.71 per dive will be paid.

#### **8.4.3. Personal Wet Suit Damage**

If a personal wet suit is damaged and rendered unusable due to a particular incident that is no fault of the employee then it will be replaced. Where the damage can be fully repaired, the cost will be paid by Te Papa Atawhai.

If a personal wet suit is damaged and requires cleaning it will be laundered at departmental expense.

### **8.5. Dog (CPI adjusted - All Groups Index)**

The table below outlines the allowance and payments for staff who have dogs that work in the Conservation Dog Programme (CDP) or are approved for Wild Animal Control (WAC).

<b>Provision</b>	<b>Allowance</b>
Dogs	A maximum of two dogs and one puppy per handler as approved by the manager.
Dog allowance	<p>\$5.06 per day (not paid when dogs are kennelled)</p> <p>For full time dog handler caring for a dog for 365 days this would equate to \$1848.18 to cover food and upkeep (less any time when dog is kennelled at manager's discretion)</p> <p>Refer to exceptions below.</p>
Puppy allowance	At 50% of full dog allowance payable on acceptance of application to CDP (for WAC dogs, manager endorsement is required)
Annual registration, flea and worm treatment, annual vaccinations	An employee may claim the full cost to be paid by Department from appropriate WBS (except for dogs used on a casual/infrequent basis)
Vet expenses	If a dog is injured while working expenses paid by DOC. Where incident occurs outside work time handler pays the cost.
Training time	<p>An employee may take a maximum of one hour per day to exercise/training/care for their dogs during normal working hours.</p> <p>On weekends/leave, where dog is housed with employee, an employee may claim one hour per day as TOIL. A maximum of 24 hours of Dog Care Time may be accumulated at any one</p>

	time but the time must be planned to be taken within one month or forfeit.
--	--

The following criteria also apply:

1. There is an expectation that when an employee goes on holiday their dog(s) will be housed at a professional kennelling establishment. If the handler chooses to leave their dog(s) at home to be cared for by another person the employee may continue to claim the dog allowance during this time.
2. If the employee is approved by DOC to have more than one dog then DOC pays for kennelling for each dog.
3. If an employee has more than one dog they can only claim for one hour of exercise training time each day, i.e. all dogs are exercised at the same time.
4. Only dogs that have been accepted into the Conservation Dog Programme (CDP) (or for Wild Animal Control (WAC) dogs have manager endorsement) will be entitled to receive dog allowance. To be paid the allowance, a copy of their CDP application or letter endorsing use of dog by their manager, will be required to be attached to their digital personal file.
5. For WAC dogs being used normally on a private basis for short periods of time dog allowance would be negotiated on a case by case basis. The dog can only be used if the dog meets the competence requirements of DOC.
6. If the employee is required by Te Papa Atawhai to have a CDP dog, and that dog is used on a casual/infrequent basis, the employee will be paid the Dog Allowance on an ongoing basis.
7. Kennelling and one hour training time is not provided for dogs used infrequently.
8. If the handler has a pup that is not yet interim certified they would receive 50% of the daily allowance and other costs, i.e. training.
9. If another employee is caring for a CDP or WAC dog they are entitled to take one hour per day during working hours or claim one hour TOIL during weekends to exercise and care for the dog(s). Any TOIL to be taken within one month or forfeit.

## 8.6. Duty and Standby

1. Some roles will require employees to participate on a duty and/or standby roster however, employee preferences will be taken into account as much as possible. Where the manager requires an employee to be on duty or standby the employee will receive an allowance. Employees will be advised whether they are a Duty Officer or on standby.
2. The Duty Officer is a designated officer who is the first point of contact for the public or DOC emergency call centre outside office hours, and who is required to initiate an emergency or other response.
3. Employees placed on standby must be capable of taking initial action within 15 minutes of receiving a call that requires a response.
4. When setting duty/standby rosters managers and employees will seek the participation of as many people as possible to ensure the impact is fairly shared and that individual employees get a reasonable number of uninterrupted weekends.

The rates for the duty and standby allowance are as follows:

**Any night 5 pm - 8 am:                      \$25/night**

**Any day 8 am - 5 pm:                      \$50/day**

(The day rate for Duty Officer applies to weekend days, and Public Holidays.)

**Weekly rate:    \$275/week**

5. In addition to the rates specified above, where an employee is required to undertake standby or is the Duty Officer on a Public Holiday the employee will receive an alternative holiday as set out in the Public Holidays section (Section 3.1).
6. Where the Duty Officer becomes significantly involved in one response (e.g. making a number of calls to contact employees on standby, awaiting receipt of situation reports to relay information, or leaving their location to attend to an incident) or a series of responses they are eligible to claim the call back rate and have access to a nine hour break following discussion with and approval by the manager responsible for the duty roster.
7. Duty Officers and Standby Officers may have a departmental vehicle made available for reasonable use outside of normal work hours where the manager responsible for the duty roster considers this is necessary for maintaining effective communications and operation of the duty role.
8. At the conclusion of the roster cycle for periods of high demand (e.g. an extended fire season) the local team will review the impacts of the roster on individual employees who participated in the roster and recommend an appropriate level of recognition (e.g. special paid leave or a special payment) for those employees who have been most affected by a lack of a reasonable number of uninterrupted weekends.

## **8.7. Equipment (CPI adjusted - Recreational and Cultural Services Index)**

### **Principle**

Managers are responsible for ensuring that employees have adequate equipment to protect them from hazards and for carrying out their work effectively, in a healthy and safe manner.

For items of personal protective equipment (including clothing) that are necessary for protecting employees from hazards in their workplace Te Papa Atawhai will supply the items unless for reasons of comfort or convenience an employee chooses to supply their own equipment and the manager agrees it is suitable. Where this occurs the employee will be reimbursed for the reasonable costs as agreed with their manager for that item.

Employees who are in receipt of the equipment allowance for an item of personal protective equipment/clothing that the manager agrees is still suitable will continue to be paid the allowance until replacement is required.

For items other than personal protective equipment where it is efficient to do so Te Papa Atawhai will provide the equipment item(s) and these may be either issued to individual employees or available for use by a number of employees where this is appropriate.

Employees who are in receipt of the equipment allowance for items other than personal protective equipment, where the item is still required for work use, will continue to be paid the allowance until replacement is required.

Approval of which items an employee will be eligible to receive as part of their equipment allowance entitlement is at the discretion of the manager.

The annual rate at which the allowance is paid will be calculated using the following basis:

- (i) Those who are regularly (more than 36 days per year) required to use specific items in the field will receive 100% allowance on those specific items; or
- (ii) Those who are occasionally (between 12 and 36 days per year) required to use specified items in the field will receive 50% on those items;
- (iii) Those employees who are rarely (between 1 and 12 days per year) required to use specified items in the field will receive 25% on those items.

Note:

Fixed term employees will be advised of their eligibility to equipment allowance prior to appointment - appended to recruitment information.

Payment will be made annually in arrears, in June. Employees who leave prior to the payment of the Equipment Allowance will receive it in their final pay.

Equipment allowances are shown in Schedule A.

## 8.8. Eye Care

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

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).

- a) The cost of the test (as required), plus
- b) The cost of glasses, contact lenses or laser surgery up to a combined cost of \$450 (claimable once in any two year period).

## 8.9. Field Food (CPI adjusted - Food Group Index)

Te Papa Atawhai will arrange for the purchase and supply of all field food to ensure dietary needs are met. An allowance will be used when this is the most efficient option.

Where for reasons of short duration field trips or other factors that makes departmental supply of field food a less efficient option and an employee provides their own food a Field Food Allowance will be paid for:

- Each day (i.e. 24 hour period) or subsequent part of day spent in the field; or
- When overnight in the field for less than 24 hours.

**Rate: \$34.31 per day**



## 8.10. Flying (Helicopters and Fixed Winged Aircraft)

- 1) An allowance will be paid if an employee is required by their work to fly on any unscheduled helicopter or fixed wing flight below 500 feet (152.4m) in a rural area, or below 1000 feet (504.8m) within 1 mile (1.6km) of an urban area, not including take off and landing, within New Zealand.
- 2) The flying allowance will be payable at the following rates:

Flying up to:

1 hour per day	<b>\$2.65</b>
1-2 hours per day	<b>\$5.28</b>
2-3 hours per day	<b>\$7.50</b>
3-4 hours per day	<b>\$9.72</b>
More than 4 hours per day	<b>\$11.03 (maximum)</b>

## 8.11. Working Under Helicopter

Where an employee is required and directed to work within a prescribed "restricted" area under an operating helicopter the helicopter allowance will be paid at the following rates:

**Rate: \$0.807 per hour**

**\$1.90 per day minimum**

## 8.12. Higher Duties

An employee's manager will approve payment of a higher duties allowance:

- a) Where an employee is required to undertake the full duties and responsibilities of a higher banded position (including the 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 higher banded position; or if required to undertake the full duties and responsibilities of the higher position and are unable to do so; or where two or more employees are each performing some of the duties of a higher position.

The rate of the allowance for undertaking the full duties and responsibilities of a higher banded position will be by prior agreement between the employee and the manager provided that the allowance will be a minimum of 6.5% of the employee's salary, and may be set at a greater amount.

Provided that where an employee's salary plus 6.5% exceeds the maximum of the band of the higher position the allowance will be the difference between the employee's salary and the maximum of the higher position.

- c) Once more than five consecutive working days of higher duties are undertaken the allowance will be paid for the entire period.

- d) When an employee is promoted to a position that they have previously undertaken the full duties and responsibilities of, and paid a higher duties allowance for, then the appointment to that position may be backdated to the date that the higher duties were taken up.

#### **8.13. Laundering of Protective Clothing (CPI adjusted - Household and Contents and Services Group Index)**

- a) When an employee is required to wear protective overalls, poison/chemical/sewage plant suits or autopsy suits in the course of their work, the overalls/suits will preferably be laundered at departmental expense or using a departmental washing facility. Where this is not practicable and only with the employee's prior agreement an allowance of \$4.81 per clean will be paid for the employee to privately arrange the laundering.
- b) Employees are responsible for the costs associated with the laundering of departmental uniform overalls issued to them.

#### **8.14. Morning and Afternoon Tea (CPI adjusted – Non Alcoholic Beverages Index)**

- a) Where Te Papa Atawhai does not supply tea, coffee, milo, milk or sugar employees will be entitled to a morning/afternoon tea allowance.
- b) Morning and afternoon tea allowance may not be claimed when receiving field food allowance.

**Rate: \$0.93 per day**

#### **8.15. Overnight (CPI adjusted - All Groups Index)**

When an employee is away overnight on departmental business they will be entitled to an overnight allowance. Overnight allowance is not available to hut wardens, and those employees based at and predominantly employed to work on offshore or outlying islands when staying in the normal accommodation on the island.

**Rate: \$15.85 for each night away**

(Not payable when backcountry allowance is paid refer Section 8.1)

#### **8.16. Poisons**

If employees handle poisons that require the wearing of protective clothing an allowance of \$0.40 per hour will be paid.

#### **8.17. 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.

## **8.18.Reimbursing - General**

8.18.1. 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
- Passenger service testing and medical examination fees
- Transfer costs for agreed items
- Practising fees where required by an employee to undertake their responsibilities will be reimbursed at the manager's discretion

8.18.2. Where an employee has their manager's prior approval to stay privately when on departmental business, Te Papa Atawhai expects that the employee will make a contribution to the costs incurred through their stay.

The employee will be reimbursed for actual costs incurred on submission of a claim form 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

## **8.19.Special Duties**

- a) When any work involves conditions considered to be exceptionally hazardous or dirty, or of a special nature for which other allowances (e.g. wet, arduous or obnoxious) are not payable, a special duties allowance may be payable at the discretion of the manager.
- b) Where an employee agrees to participate on a project or undertake a series of duties that are in addition to their core responsibilities for a defined period (that are outside of the Higher Duties Allowance criteria, clause 8.12) they may be entitled to a special duties allowance or a payment in accordance with the Special Payment Policy set by Te Papa Atawhai.
- c) Where an employee is regularly performing functions that are outside their role, because they have the necessary skills for that function, they may be entitled to a special duties allowance or a payment in accordance with the Special Payment Policy set by Te Papa Atawhai.

## **8.20.Te Reo Māori**

- a) 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.
- b) From 1 July 2024 Te Papa Atawhai will recognise an employee's competence in Te Reo Māori by payment of a 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 Maori an employee is to 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.

## 8.21. Transfer Expenses (CPI adjusted - Household and Contents and Services Group Index)

The purpose of transfer expenses is to retain our people by providing financial assistance of actual and reasonable costs to permanent employees (and their immediate family) to move to a new workplace in another town or city or island to meet the convenience of Te Papa Atawhai.

Permanent employees may be eligible for transfer expenses if they meet one of the following criteria:

### 8.21.1. Voluntary change of position

Where an employee voluntarily applies for and accepts a role in another location via a standard recruitment process, employees may negotiate with the Hiring Manager for actual and reasonable transfer expenses, paid from the local budget. This includes transfers relating to internal secondments.

### 8.21.2. Temporary change in workplace

For temporary changes in an employee's workplace for business reasons other than secondments, transfer assistance may be discussed and agreed depending on the circumstances and paid by local budget.

### 8.21.3. Management of Change or at the Department's request

For transfer situations as part of a Management of Change, or otherwise at the Department's request (i.e. to meet the convenience of Te Papa Atawhai and in situations of surplus staffing).

An outline of the costs associated with the transfer must be approved prior to costs being incurred, and all approved expenses that may be claimed must be supported by receipts or paid invoice.

#### (1) Definition

In determining expenses payable to an employee on transfer, a family is defined as follows:

- (ii) A partner (provided that no transfer expenses are being paid from another source);
- (iii) All other persons where the employee can show they are financially responsible for that person, either for legal or moral reasons, provided that any income they receive is in total, less than the Adult Minimum Wage as set by the Minimum Wage Act;
- (iv) Special consideration will be given to any cases where an employee can show that a person living with them in the old location and moving with them to the new location is in some way in need of shelter and support and should therefore be considered to be a member of the family for the purposes of transfer provisions despite the fact that their income exceeds the stated figure.

- (2) At the time of appointment an employee may request to have alternative transfer provisions that replace any or all entitlements to transfer expenses with the approval of the Director, Human Resources, or their designated representative.

(3) Removal of Furniture and Effects

Expenses, including insurance and storage, incurred in the transfer of household effects to the new location (including up to two household pets), to an actual and reasonable amount agreed with the Chief People Officer, or their designated representative, if in their previous dwelling.

The cost of the removal will **NOT** include the following effects:

- (ii) All articles not part of the employee's own household
- (iii) Buildings (other than small easily dismantled structures, which are not garages), building structural materials, garden seats and large radio and television masts
- (iv) Large workshop machinery, large engines, large cultivating machinery, garden rollers, and tractors
- (v) Boats (other than those towed on trailers)
- (vi) Wood, fuel and coal in excess of 250 kg
- (vii) Livestock (other than household pets) and beehives
- (viii) Motor and towed vehicles

(4) Travel, Accommodation and Meal Expenses

- a) Payment of expenses during travel from former location and on arrival at the new location. This will include travel, meals, and accommodation from the day of departure from the old location to the day of arrival at the new location on the basis of distance by the fastest and most reasonable route between locations. An extension may be sought if furniture is delayed in transit.
- b) An employee on transfer at departmental expense who is required to maintain their home at the former location until suitable housing is obtained at the new location, may be granted the refund of their actual and reasonable expenses for board and lodgings for up to six months from date of arrival at the new location as follows:
  - (ii) For the first four weeks, the employee may claim up to 100% per 24 hour period for meals and accommodation costs
  - (iii) For the second month, the amount refunded to the employee per week is on the basis of 2/3 (i.e. 66%) of the amount reimbursed in the fourth week
  - (iv) For the third month, and up to the end of the sixth month, the amount refunded to the employee per week is on the basis of 1/3 (i.e. 33%) of the amount reimbursed in the fourth week
- c) An employee living away from home following transfer may be granted permission by their manager to visit their family at departmental expense. This expense will be met by the local budget in the new location.

(5) Expenses Arising from Buying and Selling Homes and Land

- a) When a house, or land (purchased for the purposes of building a house for own use), is owned at the former location assistance will be granted towards the cost of legal fees and real estate agent's commission incurred in the sale of the house or land.

- b) When an employee has previously owned a house or land and purchases a house or land (for the purposes of building a house for own use) at another location assistance will be granted towards the cost of legal fees.
- c) Sale and purchase of land must be completed within two years of transfer to the new location.
- d) Evidence must be produced that the employee owned and occupied a house at the former location.
- e) The maximum amount of actual aggregated expenses for sale and purchase of property as per 5(a) to 5(d) above is \$24,434.93.
- f) Penalty Mortgage Repayment Charges:

When an employee transfers to another location and is eligible for payment of transfer expenses, the Chief People Officer, (or their designated representative), will approve on the submission of details, a separate refund of the penalty charges incurred because of the termination of a mortgage before the completion of the term of the loan on the property at the previous location. The maximum refund allowable is \$5,269.65.

#### (6) Transfer Grant

When an employee is transferred at departmental expense and is required to shift their household, where they purchase their own accommodation, or rents or leases departmental or private accommodation an employee may claim one of the following on production of receipts:

- a) Where there is no floor and window coverings - \$1,268.55
- b) Where there are some floor or window coverings - \$869.90
- c) Where there are floor or window coverings in all rooms but may require replacement- \$637.84

#### (7) School Uniform

For each child who is attending a secondary/intermediate school prior to the date of transfer, who attends another secondary or intermediate school after the transfer and for whom a different uniform is required to be purchased because of change of schools - \$365.33

#### **8.21.4. Transfer Leave**

Decisions about the time required to effect a transfer should be at the recruiting manager's discretion and is funded from the recruiting manager's budget. A maximum of seven days is appropriate in most cases.

#### **8.22. Transport Assistance**

Where the hours of work are such that the public transport normally used by an employee is not available, transport assistance will be provided on an actual and reasonable basis.

#### **8.23. Use of Private Motor Vehicle**

As per the Motor Vehicle Use and Safe Driving SOP, any use of private motor vehicles for departmental business must be authorised by the manager prior to travel.

Employees who are required to use their private motor vehicle on departmental business will be reimbursed in accordance with the IRD mileage rates as published from time to time. Any change to this rate will be effective from the first pay period following the date of publication by the IRD.

Where an employee agrees with their manager that the use of their private motor vehicle for departmental business is not essential but is preferable or most practical, then with the manager's prior agreement, an amount up to \$0.70/km (non taxable) may be paid. Reimbursement of actual and reasonable petrol or diesel costs is an alternative.

#### **8.24. Work in Wet, Arduous or Obnoxious Conditions**

An employee who is employed to work in the field can be expected to be exposed to all weather conditions from time to time as this is the nature of working in the outdoors.

When working in wet, arduous or obnoxious conditions the employee's ordinary hourly rate will be increased by \$9.36 (**CPI adjusted - All Groups Index**), and the full working day will be shortened to six hours.

Wet conditions is defined as when an employee is wet through.

Arduous conditions is where the employee and their manager agree in advance that the working conditions are particularly unpleasant or difficult.

Obnoxious conditions is defined as working in actual contact with sewage or excrement, or while disposing of dead whales, or other similar circumstances which the employee and their manager agree to be particularly obnoxious.

If an employee works continually for six hours in wet, arduous or obnoxious conditions and continues to work in these conditions, any time worked in excess of six hours will qualify for overtime rates.

#### Notes:

1. Employees have to be wet through before wet payment begins.
2. When an employee has become wet through due to rain or such other circumstances as above they will continue to receive the wet payment until the employee has a chance to change their clothes, even though the rain may have stopped or the circumstances changed.
3. When the conditions no longer exist the employee will revert to their normal rate of pay.
4. A driver or operator whose vehicle or machine provides adequate protection from the weather (and who is not required to work outside their machine) will not be entitled to these provisions.

## PART 9: MANAGEMENT OF CHANGE

### Principles

- 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.
- 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.
- 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.
- 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 employees.
- 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.
- 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 Public Service or in any agencies or organisations that might be established as a result of restructuring.
- 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
- VIII. The parties recognise the importance of DOC's values and behaviours on culture within its organisation. DOC's current set of values and behaviours along with Nga Kaupapa will be used to guide the implementation of these principles.

### 9.1. Process

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

Any review will be undertaken in accordance with the Organisational Review Standard Operating Procedure (DOC-7141918) set by Te Papa Atawhai.

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



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.

#### **9.1.1. 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.

#### **9.2. 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 the Appointment Review Policy set by Te Papa Atawhai.

(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 Appointment Review Policy set by Te Papa Atawhai.

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.
- (ii) 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).
- (iii) 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.

- (iv) 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.
- (v) Employees will not be required to accept a reassignment outside the local area.
- (vi) 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 the Appointment Review Policy set by Te Papa Atawhai.

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:

- (i) 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
- (ii) 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
- (iii) 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.

### 9.3. Surplus Employees

- (1) 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:
- (2) The manager will notify the PSA of the names, location and positions of affected employees who are in this category.
- (3) 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.
- (4) Each person will be required to select one of the options in agreement with the manager.
- (5) This selection must take place within a paid notice period of one month beginning on the date that the employees affected became surplus.

- (6) 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.
- (7) 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:

#### **9.3.1. Formal Job Search**

This job search option is available only after internal job opportunities have been explored and there are no obvious future internal vacancies. Te Papa Atawhai will provide structured assistance, including career counselling, outplacement, time with an employment agency to help an employee find a suitable position outside Te Papa Atawhai, either in the wider public sector or in the private sector. The employee remains in departmental employment on salary during the job search period.

Criteria for defining a suitable position (position type, salary range, location, industry, skills, etc.) and a timeframe will be agreed between Te Papa Atawhai and the employee before job search or outplacement begins. If criteria cannot be agreed then this option will not be used. Agreement to criteria which meet the definitions of reconfirmation or reassignment will not be unreasonably withheld. If the agreed placement criteria are met and the employee does not want to take a position, the alternatives are leave without pay or resignation.

The maximum available financial support through continued salary can be no more than the redundancy payment that would have been received. If a placement meeting the agreed criteria is not found within the timeframe then further restructuring options will be available provided financial support through continued salary has not exceeded the redundancy payment that would have been received.

If the employee accepts a position with a reduced salary or reduced terms and conditions of employment, the manager and the employee will agree on an equalisation payment.

#### **9.3.2. Individual Job Search**

If there are no suitable internal vacancies or other internal options an employee may elect to actively search for another position without participating in a departmental sponsored formal job search.

The maximum available financial support through continued salary can be no more than the redundancy payment that would have been received.

During this individual job search, departmental salary will continue to be paid, and the employee remains eligible for internal vacancies. When a position is found, then a lump sum equal to 50% of the remaining maximum support will be paid.

#### **9.3.3. Discretionary Leave Without Pay**

Discretionary leave without pay (DLWOP) for an agreed defined period will not count for service entitlements, but will not break service. The DLWOP may include a guarantee of placement in a particular position within agreed criteria at the end of the leave period. The employee may take up other work during the period of DLWOP provided there is no conflict of interest with being a departmental employee. If an agreed eventual placement cannot be met by the manager, then further restructuring options may be available provided these do not exceed the redundancy payment that would have been received. If an employee does not want to take up an agreed placement, the alternatives are leave without pay or resignation.

#### **9.3.4. Discretionary Leave With Pay**

Discretionary leave with pay for a defined period can be agreed, with or without a guarantee of job placement within agreed criteria at the end of the period. The employee may not take up other work during the period on pay except for secondary employment already approved.

If a guaranteed placement cannot be met by the manager, then other restructuring provisions will apply. If an employee does not want to take up a placement which meets the agreed criteria, the alternatives are leave without pay or resignation.

The maximum available financial support through special leave on pay can be no more than the redundancy payment that would have been received.

#### **9.3.5. Retraining**

Retraining involves a significant career move to another position in Te Papa Atawhai and some formal training. Salary and training expenses will be provided. An employee on retraining remains a salaried departmental employee and is expected to continue to be employed by Te Papa Atawhai under an appropriate bond after retraining.

Agreement will be reached before the retraining on the criteria for placement (location, position type, salary range etc.) in Te Papa Atawhai following retraining. If an employee does not accept a placement, or a reasonable alternative placement, after retraining and the placement meets the agreed criteria, the alternatives are leave without pay or resignation.

#### **9.3.6. 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.

#### **9.3.7. Part Time Employment**

In some circumstances the manager may agree to an affected employee changing to part time employment, and this option must always be considered if other options have not been successful. If this arises specifically from the restructuring, and is for the definite convenience of Te Papa Atawhai, then salary will be equalised in the same way as it is for reassignment, except that a lump sum payment may not exceed the employee's potential redundancy payment. If the part time option is selected for the convenience of both parties, then reduced but reasonable compensation will be agreed.

#### **9.3.8. 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.

### **9.4. 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:

### 9.5. Redundancy Formula for Permanent Employees Employed Prior to 1 July 1992

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) 0.333% 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 3.6).

#### 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.
- (5) 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.
- (6) The maximum of any payment under (1) and (2) above will in total not exceed \$55,000 gross.

- (7) Outstanding annual leave, long service leave, and TOIL will be separately cashed up.
- (8) 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.

### **Notes**

- (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.

- (2) For the purposes of this provision this means service as set out in the "Recognition of Previous Service for Leave Entitlements" section (Section 3.6).

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 3.6).

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

## **9.6. Redundancy Formula for Permanent Employees Employed After 30 June 1992**

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 9.5 (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 3.5).
  - (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 Residential Tenancies Act 1986.
- 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, long service leave and TOIL 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.

**Notes:**

- (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.

- (2) For the purpose of this provision service is as set out in the "Recognition of Previous Service for Leave Entitlements" section (Section 3.5).
- 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 3.5).
- (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.
  - (4) For employees on parental leave ordinary pay will be the ordinary pay at the time of commencing leave.

### 9.7. Redundancy Formula for Fixed Term Employees

- (a) 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.
- (b) 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
- (c) 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
- (d) 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 temporary 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
- The nature of the work is seasonal and the season has come to a close

## Part 10: EMPLOYMENT RELATIONSHIP PROBLEMS

### Principles

- I. All parties will act in good faith to resolve any issues themselves
- II. Where there appears to be an employment relationship problem, it will be dealt with early and at the lowest level possible
- III. Any decisions should be made fairly and consistently
- IV. Parties will treat each other with respect, and deal with issues in a confidential manner
- V. 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

### 10.1. 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.

### 10.2. 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 indepth investigation may be undertaken before any action is initiated.
- All warnings will be recorded in writing and placed on the employee's personal file.
- Written warnings will have a specified duration and will then be inactive 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.

### 10.3.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 the Human Resources Policy set by Te Papa Atawhai 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.

If the problem is a personal grievance relating to sexual harassment, the employer must be advised of the problem within 12 months from the date of the harassment occurring, or from when the employee first became aware of it, whichever is the latter. If the personal grievance is being raised after the expiration of the 12 month period, they must seek the agreement of Te Papa Atawhai or apply to the Employment Relations Authority to do so.

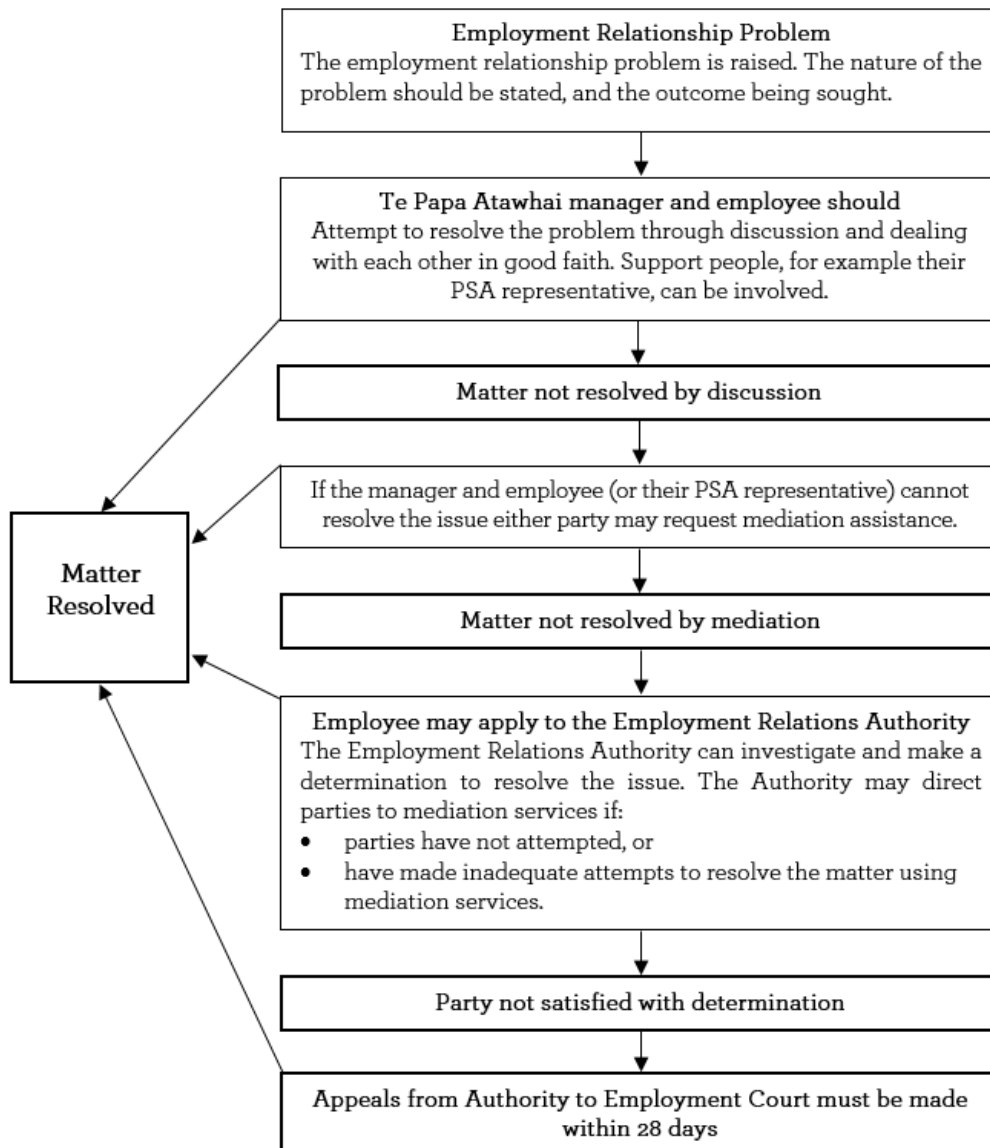
A personal grievance means any grievance that an employee may have against Te Papa Atawhai because of a claim:

- 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.

#### 10.4. Employment Relationship Problem Resolution Flowchart



## **PART 11: TERMINATION**

### **11.1. 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 9: 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.

### **11.2. 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, including talking to PSA 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 or in a Domestic/Family Violence situation.

**Schedule A: Allowances Rates which are CPI Adjusted (rates as at 1/7/2025)**

Clause	Allowance	\$
<b>8.1</b>	<b>Back Country</b>	28.72
<b>8.4</b>	<b>Diving - own equipment</b>	36.97
	<b>Drift Diving</b>	6.71
<b>8.7</b>	<b>Equipment</b>	
	(1) Pack - overnight use	101.12
	(2) Pack - day use	16.26
	(3) Sleeping Bag - all purpose	68.98
	(4) Sleeping Bag - Mountain	127.30
	(5) Foam mattress	9.59
	(6) Mess kit and torch (not to be paid at same time as torch allowance)	31.92
	(7) Compass	17.06
	(8) Fishing rod, reel, line	46.83
	(9) Thigh waders	78.66
	(10) Knife, sheath, steel	53.20
	(11) Binoculars	110.49
	(12) Rifle and scope - High Powered	510.77
	(13) Rifle - Low Powered	129.48
	(14) Rifle sound moderator	63.03
	(15) Shotgun	417.27
	(16) Gun case	28.34
	(17) Ice axe	38.07
	(18) Crampons	52.39
	(19) Climbing Hardware (prussiks, carabineers, slings, figure 8, and waist harness)	64.39
	(20) Crash hat	23.39
	(21) Skis	125.62
	(22) Ski bindings	50.67
	(23) Ski boots	85.15
	(24) Ski poles	13.61
	(25) Polaroid sunglasses	28.34
	(26) Camera plus equipment	212.91
	(27) Primus	54.87



	(28) Vernier callipers	25.82
	(29) Dissecting kit	24.04
	(30) Torch (less cells) (not to be paid at same time as "Mess Kit and Torch" allowance)	13.74
<b>8.9</b>	<b>Field Food</b>	<b>34.31</b>
<b>8.13</b>	<b>Laundering of Protective Clothing</b>	<b>4.81</b>
<b>8.14</b>	<b>Morning and Afternoon Tea</b>	<b>0.93</b>
<b>8.15</b>	<b>Overnight</b>	<b>15.85</b>

<b>8.20</b>	<b>Transfer Expenses</b>	
<b>8.20(5)</b>	Expenses arising from buying or selling home and land	
	(e)	24,434.93
	(f)	5,269.65
<b>8.20(6)</b>	Transfer Grant	
	(a)	1,268.55
	(b)	869.90
	(c)	637.84
<b>8.20(7)</b>	School Uniform	365.33
<b>8.23</b>	<b>Work in Wet, Arduous, and Obnoxious Conditions</b>	<b>9.36</b>

## SIGNATORIES TO THIS AGREEMENT

Dated at WELLINGTON this 5th day of September 2025.

FOR AND ON BEHALF OF Te Papa Atawhai

A handwritten signature in blue ink, appearing to read 'pnelson'.

Penny Nelson

Director-General

**Department of Conservation / Te Papa Atawhai**

FOR AND ON BEHALF OF Te Pūkenga Here Tikanga Mahi | Public Service Association

A handwritten signature in black ink, appearing to read 'C. Reynolds'.

Cheryl Reynolds

Assistant Secretary

**Te Pūkenga Here Tikanga Mahi | Public Service Association**

## APPENDIX 1 - Salary Bands

### Salary band steps effective from 1 August 2025

#### Salary Bands B – G effective 1 August 2025

Step	B	C	D	E	F	G
1	\$60,703	\$65,070	\$68,878	\$80,054	\$92,912	\$109,160
2	\$62,069	\$66,841	\$71,464	\$82,163	\$95,378	\$112,077
3	\$63,470	\$68,665	\$74,157	\$84,271	\$97,844	\$114,995
4	\$64,618	\$70,267	\$76,257	\$86,381	\$100,309	\$117,912
5	\$65,791	\$71,920	\$78,420	\$88,490	\$102,775	\$120,829
6	\$66,911	\$73,277	\$80,277	\$90,071	\$104,625	\$123,017
7		\$74,658	\$82,181	\$91,652	\$106,475	\$125,205
8		\$75,981	\$83,742	\$93,234	\$108,323	\$127,393
9			\$85,335	\$94,816	\$110,173	\$129,581
10			\$86,401	\$96,398	\$112,023	\$131,769
11			\$87,265	\$97,979	\$113,872	\$133,956
12				\$99,560	\$115,721	\$136,145
13				\$101,142	\$117,570	\$138,333

#### Salary Bands – Recruitment and Retention (RR) effective 1 August 2025

Step	RR4	RR5	RR6	RR7
1	\$82,852	\$96,185	\$108,082	\$113,031
2	\$85,214	\$98,946	\$111,201	\$116,298
3	\$87,647	\$101,790	\$114,413	\$119,663
4	\$90,153	\$104,720	\$117,721	\$123,129
5	\$92,731	\$107,737	\$121,128	\$126,698
6	\$95,391	\$110,845	\$124,638	\$130,375
7	\$97,215	\$112,979	\$127,048	\$132,900
8	\$99,076	\$115,156	\$129,505	\$135,474
9	\$100,974	\$117,376	\$132,013	\$138,101
10	\$102,913	\$119,641	\$134,571	\$140,780
11	\$103,899	\$120,796	\$135,875	\$142,147
12	\$104,897	\$121,963	\$137,193	\$143,527
13	\$105,904	\$123,141	\$138,522	\$144,922
14	\$106,922	\$124,331	\$139,867	\$146,329
15	\$107,951	\$125,533	\$141,224	\$147,751
16	\$108,988	\$126,747	\$142,594	\$149,187
17	\$110,036	\$127,973	\$143,979	\$150,637
18	\$110,841	\$128,912	\$145,043	\$151,751

## Salary band steps effective from 1 July 2026

### Salary Bands B – G effective 1 July 2026

Step	B	C	D	E	F	G
1	\$61,189	\$65,590	\$69,429	\$80,695	\$93,656	\$110,033
2	\$62,565	\$67,375	\$72,035	\$82,820	\$96,141	\$112,973
3	\$63,978	\$69,214	\$74,750	\$84,945	\$98,627	\$115,915
4	\$65,135	\$70,829	\$76,867	\$87,072	\$101,112	\$118,855
5	\$66,318	\$72,495	\$79,048	\$89,198	\$103,598	\$121,796
6	\$67,446	\$73,863	\$80,920	\$90,792	\$105,462	\$124,001
7		\$75,256	\$82,838	\$92,385	\$107,327	\$126,207
8		\$76,589	\$84,412	\$93,980	\$109,190	\$128,412
9			\$86,017	\$95,574	\$111,055	\$130,617
10			\$87,092	\$97,169	\$112,920	\$132,823
11			\$88,181	\$98,763	\$114,782	\$135,028
12				\$100,357	\$116,646	\$137,235
13				\$101,951	\$118,510	\$139,440

### Salary Bands – Recruitment and Retention (RR) effective 1 July 2026

Step	RR4	RR5	RR6	RR7
1	\$83,515	\$96,954	\$108,946	\$113,936
2	\$85,896	\$99,738	\$112,091	\$117,228
3	\$88,348	\$102,605	\$115,329	\$120,621
4	\$90,874	\$105,558	\$118,662	\$124,114
5	\$93,473	\$108,599	\$122,097	\$127,712
6	\$96,154	\$111,732	\$125,635	\$131,418
7	\$97,992	\$113,883	\$128,064	\$133,963
8	\$99,869	\$116,077	\$130,541	\$136,558
9	\$101,782	\$118,315	\$133,069	\$139,206
10	\$103,736	\$120,598	\$135,647	\$141,907
11	\$104,730	\$121,762	\$136,962	\$143,284
12	\$105,736	\$122,938	\$138,290	\$144,675
13	\$106,751	\$124,126	\$139,630	\$146,081
14	\$107,777	\$125,325	\$140,986	\$147,500
15	\$108,815	\$126,537	\$142,353	\$148,933
16	\$109,860	\$127,761	\$143,735	\$150,381
17	\$110,917	\$128,996	\$145,131	\$151,843
18	\$111,728	\$129,944	\$146,203	\$152,965