



3 September 2024

HUD2024-005268

s 9(2)(a)

Tēnā koe s 9(2)(a)

Thank you for your email of 23 August 2024 requesting the following information under the Official Information Act 1982 (the Act):

*...a copy of your current Collective Employment Agreement between MHUD and the PSA please*

The latest Collective Agreement between Te Tūāpapa Kura Kāinga – Ministry of Housing and Urban Development (the Ministry) and the Public Service Association (PSA) was ratified by PSA members on 28 March 2024. The term of the Collective Agreement is from 1 April 2024 to 31 March 2027.

The full Collective Agreement is attached.

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

As part of our ongoing commitment to openness and transparency, the Ministry proactively releases information and documents that may be of interest to the public. As such, this response, with your personal details removed, may be published on our website.

Nāku noa, nā

Emily Scarlett  
**General Manager, People and Community**  
**Te Tūāpapa Kura Kāinga – Ministry of Housing and Urban Development**



**Te Tūāpapa Kura Kāinga**  
Ministry of Housing and Urban Development



# Collective Agreement

1 April 2024 to 31 March 2027

# Contents

- 1. Collective agreement formalities ..... 4**
- 1.1 Introduction ..... 4
- 1.2 Coverage ..... 4
- 1.3 Parties ..... 4
- 1.4 Application ..... 4
- 1.5 All new employees party to this agreement for first 30 days ..... 4
- 1.6 Relationship principles ..... 5
- 1.7 Variations ..... 7
- 1.8 Savings Clause ..... 7
- 1.9 Term ..... 8
- 1.10 Treaty of Waitangi and Māori perspective ..... 8
- 1.11 PSA member only payment ..... 8
- 2. Definitions ..... 9**
- 3. Hours of work ..... 10**
- 3.1 Introduction ..... 10
- 3.2 Full-time and part-time hours ..... 10
- 3.3 Hours of operation ..... 10
- 3.4 Patterns of work ..... 10
- 3.5 Overtime ..... 11
- 3.6 Overtime payments ..... 11
- 3.7 Rest and meal breaks ..... 11
- 4. Remuneration ..... 12**
- 4.1 Introduction ..... 12
- 4.2 Remuneration principles ..... 12
- 4.3 Description of the Ministry’s remuneration framework ..... 12
- 4.4 Appointment to salary ranges ..... 13
- 4.5 Movements to the salary range and steps ..... 13
- 5. Performance and development approach ..... 14**
- 6. Expenses and allowances ..... 16**
- 6.1 Higher duties allowance ..... 16
- 6.2 Additional duties allowance ..... 16
- 6.3 Reimbursement of expenses ..... 16
- 7. Holidays and Leave ..... 18**
- 7.1 Public holidays ..... 18
- 7.2 Annual leave ..... 18
- 7.3 Long service leave ..... 19
- 7.4 Recognition of previous service ..... 20
- 7.5 Discretionary leave with or without pay ..... 20
- 8. Health and Family/Whanau ..... 22**
- 8.1 Sick leave ..... 22
- 8.2 Tangihanga leave and bereavement leave ..... 24
- 8.3 Parental leave ..... 24
- 8.4 Family violence ..... 25
- 9. Working environment ..... 27**
- 9.1 Working flexibility ..... 27

9.2	Equal employment opportunities.....	27
9.3	People policies and conduct .....	28
9.4	Official languages.....	28
9.5	Personal information .....	28
<b>10.</b>	<b>Health, safety and wellbeing.....</b>	<b>29</b>
10.1	Objectives .....	29
10.2	Principles.....	29
10.3	Health and wellbeing payment.....	29
10.4	Hearing tests.....	30
10.5	Accident leave.....	30
10.6	First aid .....	30
10.7	Employee assistance programme.....	30
10.8	Workplace harassment / bullying.....	31
<b>11.</b>	<b>Terms of Employment .....</b>	<b>32</b>
11.1	Categories of employment .....	32
11.2	Superannuation .....	32
11.3	Salaries and deductions .....	32
11.4	Relocation .....	33
11.5	Discipline.....	33
11.6	Ending employment.....	33
11.7	Employment relationship problems (including personal grievances) .....	34
<b>12.</b>	<b>Approach to change .....</b>	<b>36</b>
12.1	Introduction .....	36
12.2	Change principles.....	36
12.3	Engagement process.....	37
12.4	Employee Input.....	37
12.5	Support for employees .....	37
12.6	Retaining skills and knowledge.....	38
12.7	Reconfirmation into a same or similar role .....	38
12.8	Reassignment into a suitable alternative role .....	39
12.9	Equalisation Allowance.....	39
12.10	Potential Outcomes .....	40
12.11	Employee Protection Provisions.....	42
12.12	Right of Review .....	42
<b>13.</b>	<b>Agreement.....</b>	<b>43</b>
	<b>Appendix A – Minimum rest and meal breaks .....</b>	<b>44</b>
	<b>Appendix B – HUD Remuneration Framework Pay Bands.....</b>	<b>45</b>
	<b>Appendix C – Gender Pay Principles .....</b>	<b>46</b>

# 1. Collective agreement formalities

## 1.1 Introduction

This agreement is a collective agreement under Part 5 of the Employment Relations Act 2000, and its subsequent amendments.

## 1.2 Coverage

This Agreement covers all positions within the Ministry of Housing and Urban Development except for senior leader roles, people leader roles (roles with direct reports), and roles in the People and Community group with responsibility for giving HR advice and assistance to leaders.

The coverage of this Agreement will extend to and include any new positions that are established during the term of the Agreement, except where a position is within or of a similar nature to the exclusions listed.

Where there is any uncertainty over the coverage of this Agreement, the matter will be discussed, and resolution reached between the Ministry of Housing and Urban Development and the PSA.

## 1.3 Parties

Employer Party:

The Te Tūāpapa Kura Kāinga, Ministry of Housing and Urban Development (HUD), referred to as the 'employer' or the 'Ministry'.

Union Party:

Te Pūkenga Here Tikanga Mahi, The New Zealand Public Service Association (PSA), referred to as the 'union' or 'PSA'.

## 1.4 Application

This collective agreement binds and is enforceable by:

- HUD
- the PSA, and
- employees of HUD whose work comes within the coverage clause of this agreement:
  - who are or who become members of the PSA; and/or
  - who fall under clause 1.5 below.

The terms and conditions of employment contained in this collective agreement will also continue to apply to employees bound by the collective agreement when the employee(s) is working for HUD at an overseas location on a short-term basis.

## 1.5 All new employees party to this agreement for first 30 days

All new employees whose work comes within the coverage of this Agreement will be given the opportunity to join the union and immediately gain entitlement to the employment terms in this Agreement.

All new employees will be employed on the same or no less favourable terms and conditions as this Agreement.

If, after a period of 30 days employment, the new employee has elected not to join the union then, and only then, may the employer negotiate alternative individual terms of employment with the employee.

If the employee elects to join the union they may at any time enter into an agreement for additional individual terms and conditions of employment provided they are not inconsistent with this Agreement. Any such agreement shall be recorded in writing and signed by the employee and the employer.

The Ministry shall, in relation to any new employee whose work comes within the type of work described in the coverage clause of this Agreement provide new individuals with the Employment New Zealand 'Form for new employees to indicate if they intend to join a union' within the individual's first ten days of employment and pass the form to the union, unless the individual objects.

The union will bear the costs if they want printed materials to be given to new employees.

## 1.6 Relationship principles

Ministry management, staff and the PSA relationship is based on the following underpinning principles and expectations:

- Respect for the independence of each organisation including recognition of each other's specific responsibilities and accountabilities and our mutual and differing interests
- That wherever possible issues are resolved at the lowest level close to where they arise
- Acknowledgement that as the collective representative and leader of its members in the Ministry, the PSA is a key stakeholder in the Ministry
- A relationship based on honesty and 'no surprises'
- Information sharing
- Timely and effective participation in decision making processes
- Advancing the effectiveness of the Ministry and its ability to provide quality services and outcomes for both clients and employees, and to manage within the resources available and meet their statutory obligations
- The use of a problem-solving approach to address issues aiming to build a view that is generally acceptable; and
- An undertaking to engage with each other in good faith at all times

The Ministry recognises the PSA's principles of;

- **Kotahitanga** - Unity and Solidarity
- **Rangatiratanga** – Empowering Māori Leadership
- **Kaitiakitanga**- Protection of Māori to secure fair working conditions
- **Manaakitanga** – Health and Wellbeing
- **Wairuatanga**- Cultural behaviour
- **Whakahiato Umanga** – Career Development
- **Whanaungatanga** – Personalise whanau
- **Whakamana** – Effectiveness

The PSA recognises the Ministry's "Our Kaupapa" as the framework that influences and supports the way the Ministry works and enables us to be effective system leaders. It consists of the Ministry's purpose, values, principles and outcomes – all of which come together to guide our approach to shaping a platform for change and providing long-term kaitiakitanga (stewardship) of the housing and urban development system. Our Kaupapa will help us deliver our ambitious work programme in the short term to address real needs now, while progressing fundamental system reforms so our cities and communities can grow well over time.

The PSA's principles and HUD's Our Kaupapa will be considered by both parties when making decisions that affect members.

Where an issue is not resolved via this clause, the parties will use the Employment Relationship Problems clause (clause 11.7) as a next step towards resolution.

## **Working Together**

### ***Recognition***

- The Ministry recognises the PSA, its delegates, officials and officers, as representing the collective and individual interests of its members.
- The Ministry acknowledges the right of the PSA to elect, select and support its representatives according to its rules.
- The Ministry and the PSA will agree engagement processes and structures for delegates and managers to meet regularly and to further the relationship between them.
- The Ministry will provide an opportunity for union representatives to meet new staff as part of any orientation process. HUD will provide new employees with information about the PSA, including relevant contact details, a membership form and, for new employees in a position under coverage, a copy of the collective agreement. The PSA will provide the relevant information to be provided to employees.
- The Ministry will periodically provide the PSA, where reasonable and practicable, with information related to the collective agreement, including the location and number of members and employees who come under the coverage clause of the agreement. The information and arrangements for such will be agreed between HUD and the PSA.
- The Ministry and the PSA may agree other arrangements for maintaining, establishing or further developing the relationship between them.
- The PSA recognises the right of the CE to manage the Ministry in accordance with his/her statutory responsibilities.

### ***Delegates***

- The Ministry will promote and support the role of delegates in the workplace.
- Reasonable paid time will be allocated to delegates to carry out their role effectively within and beyond the workplace (subject to arrangements agreed between the PSA and HUD dealing with notice, timing etc.). This includes time for recruitment, to meet with new and potential members, other delegates and (union) officials over employment matters and/or PSA business, and attending regional and national PSA and other union forums.
- The Ministry will agree an annual allocation of a reasonable number of paid days, inclusive of any statutory entitlements, to enable delegates to attend training, including union delegate training.

### ***Access***

- PSA representatives may enter the workplace for purposes relating to members' employment and/or other PSA business, including recruitment at reasonable times during work hours. PSA representatives accessing the workplace will follow normal notification protocols, and observe any established safety or health or security procedures.

### ***Deductions***

- The Ministry shall deduct union membership fees, with the authorisation of each member, from wages or salary, and shall remit these deductions to the union at a frequency in line with the Ministry's pay periods. These arrangements are subject to any provisions separately agreed between the Ministry and the PSA.
- When remitting deductions the Ministry will provide an electronic deduction schedule which allows the union to account for whom and over which period, fees have been deducted.
- Where practicable, the Ministry will make arrangements to advise the union whenever deductions cease due to a member commencing a period of leave without pay; and to arrange for the recommencement of deductions when the member returns from a period of leave without pay.

### ***Union Meetings***

- PSA members are entitled to attend, on ordinary pay at least two PSA meetings, up to a total of four hours in each calendar year. The number and duration of these meetings will be agreed within the total annual maximum of four hours, inclusive of any statutory provisions.
- The PSA shall provide the Ministry at least ten working days written notice of the date and time of any such PSA meeting.
- The PSA shall make arrangements with the Ministry for the Ministry's operations to continue.
- Paid leave is only available for actual attendance at PSA meetings where the employee would otherwise be working for the Ministry during the meeting.
- The PSA shall provide the Ministry with a list of names of PSA members who attended the meeting and the time at which the meeting finished.
- The Ministry and the PSA may agree additional allocations of time for paid PSA meetings.
- The Ministry may agree to meetings over collective employment matters that are not a debit against any allocation of time for PSA meetings.

### ***Facilities***

- The Ministry will provide reasonable access to facilities for delegates to carry out their role. This includes, where practicable, access to a workstation (with word processing, email, printing and external internet capability), photocopying facilities and facilities for communication with members including meeting spaces, tele-conference facilities, notice boards, internal mail, telephone and email. In addition, members will be allowed reasonable access to the union's external website. In using these facilities, delegates and members will observe all the Ministry's normal standards and policies that apply to such facilities.
- The Ministry acknowledges its obligations to provide Employment Relations Education Leave in accordance with the requirements as outlined in Part 7 of the Employment Relations Act 2000.
- The PSA agrees to provide the Ministry with the names of all delegates following each two-year election outcome and to advise of any subsequent changes to this list.

## **1.7 Variations**

The provisions of this agreement may be varied in the following manner:

- The initiator of a proposal to change the provisions of this agreement will begin bargaining for a variation by notifying the other party of the proposal and the procedure for ratification; and
- Where positions covered by this agreement are directly affected by the proposed changes, the Ministry and the PSA will negotiate in good faith and seek to agree on the changes (the proposed variation) to the provisions of this agreement; and
- Any proposed variation of the provisions of this agreement will be recorded in writing; and
- The Ministry and the PSA will use best endeavours to agree which positions covered by this agreement are directly affected by the proposed variation of the provisions of this agreement; and
- Unless the PSA advises the Ministry at the beginning of bargaining for a variation of this agreement of a different ratification procedure, the proposed variation of the provisions of this agreement will be ratified when a simple majority (50% +1) of PSA members who vote agree to the variation, and those entitled to vote will be those PSA members who are affected by the proposed variation.

Any ratified variation will be recorded in writing and appended to and become part of this agreement.

## **1.8 Savings Clause**

It is the intention of the parties, unless specifically agreed, that this new collective agreement should not lessen conditions already in place.



It is also recognised by the parties that the creation of this collective agreement may have resulted in errors caused by the:

- Omission of clauses relating to members who were also members at predecessor agencies, or
- Deletion, addition or restructuring of wording that results in the intent of the original clauses being lost or altered.

Where such an omission or error is identified, the parties will work to explore and agree whether the error is genuine and should be rectified or is disputed. The parties have six months from ratification to raise any omission or error.

This clause only applies to members at the time of ratification of this Collective Agreement.

## **1.9 Term**

This collective agreement will come into effect on 1 April 2024 and expire on 31 March 2027.

## **1.10 Treaty of Waitangi and Māori perspective**

### **Te Tiriti o Waitangi/the Treaty of Waitangi**

HUD and PSA affirm Te Tiriti o Waitangi/the Treaty of Waitangi as the constitutional basis of partnership between Māori and the Crown, and the unique status of Māori as tangata whenua of Aotearoa/New Zealand.

We are committed to developing processes which incorporate partnership principles. Our aspiration is to be able to work proficiently across Te Ao Māori and Te Ao Hurihuri in all aspects of our work.

HUD is committed to building its capability through increased use and knowledge of Te Reo Māori, Tikanga Māori, and the practical application of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

HUD and PSA support and encourage the use of Te Reo Māori and Tikanga Māori in our everyday work practices.

A key principle for a quality working relationship is working within the principles of Te Tiriti O Waitangi (the Treaty of Waitangi).

## **1.11 PSA member only payment**

As part of 2024 bargaining and subject to ratification of the Collective Agreement:

- employees who are a PSA financial member at the time of ratification (midday on 28 March 2024), and are in a position under coverage of the Collective Agreement, will receive a one-off lump sum members-only payment of \$750 gross (equivalent to \$250 for each full year of the Collective Agreement term). This will be paid to members as soon as practicable after ratification (the estimated payment date is 4 or 5 April 2024).
- employees who become a PSA financial member between midday on 28 March 2024 and 5pm on 8 April 2024, and are in a position under coverage of the Collective Agreement, will receive the one-off lump sum members-only payment of \$750 gross (equivalent to \$250 for each full year of the Collective Agreement term). This will be paid to these members by 10 May 2024.

This clause (1.11) of the Collective Agreement expires on 9 April 2024.

## 2. Definitions

**Permanent employee** – means an employee engaged in ongoing work of an indefinite period.

**Fixed-term employee** – means an employee engaged for a defined task or project for a fixed term or limited period usually of no more than 12 months' duration.

**Full-time employee** – means an employee engaged to perform the standard weekly hours of work applicable to their position.

**Part-time employee** – means an employee engaged to perform less than the standard weekly hours of work applicable to their equivalent full-time position.

**Ordinary pay** – is defined in section 8 of the Holidays Act 2003, and means the amount of pay that the employee receives under their employment agreement for an ordinary working week and includes payments which are a regular part of an employees pay

**Overtime** – means additional hours worked in excess of eight hours per day or 40 hours per week.

**Week** – means the seven days Monday to Sunday

**Pay-week** – means the up-to-five working days Wednesday to Tuesday.

**Service** – means the length of current continuous employment with the employers, except where otherwise defined in the applicable clause.

## **3. Hours of work**

### **3.1 Introduction**

These hours of work provisions record the hours of operation when the Ministry may need to provide services to its clients and stakeholders and describes how patterns of work will be established and agreed.

The Ministry and PSA support a balance between personal, family/whānau and work commitments. The hours of work provisions seek to reflect that balance by:

- Providing flexibility for employees to carry out their work
- Ensuring that the Ministry's requirements are met
- Recognising that hours of work arrangements should not adversely affect employees and/or their partners and family/whānau

### **3.2 Full-time and part-time hours**

The full-time hours of work are 37 hours 55 minutes per week (typically worked as seven hours and 35 minutes per day over a five-day week).

Part-time employees are employed to work less than 37 hours 55 minutes per week.

Any change between full-time and part-time hours will be by mutual agreement and set out in writing.

### **3.3 Hours of operation**

The Ministry's normal hours of operation are Monday to Friday, 6am to 7pm.

### **3.4 Patterns of work**

The pattern of an employee's hours of work will be established and agreed between the employee and their manager. Generally, this pattern will be within the hours of operation stated in clause 3.3 but may be outside this by mutual agreement. When necessary, employees may be asked to vary this established pattern to meet the Ministry's requirements.

Employees will be able to work flexibly to allow for fluctuations in their workload. When an employee agrees to work longer than their normal hours and this cannot be managed with flexible working, they can by agreement with their manager, take time off for the equivalent time off that they worked. The provision of time off in lieu is to support employees in maintaining healthy and safe work practices. TOIL should be used within 2 weeks otherwise the parties will agree when to use it or an Overtime payment may be triggered (see clause 3.5). Where a manager and an employee cannot agree when TOIL could be taken, the manager may direct the employee to take TOIL (as they might for annual leave).

HUD makes best efforts to ensure sustainable workloads. Where an employee has concerns regarding their workload, they are encouraged to raise this with the manager in the first instance. If the issue is not resolved, the employee can raise it with the next manager above. In any of these discussions, support can be provided at any stage by the PSA, People Services team, Safety and Wellbeing Advisor, or Health & Safety Representative. As a general guide, employees should not work more than 10 hours per day.

All employees will be entitled to two consecutive days off per week.

### **3.5 Overtime**

Where an employee works full-time hours of work under clause 3.2, overtime is payable for all pre-approved and agreed time worked in excess of eight hours per day or 40 hours per week, if flexible working or TOIL cannot be used to manage the hours as per clause 3.4.

The above criteria apply to both full-time and part-time employees.

### **3.6 Overtime payments**

Overtime will be paid at the rate of time and a half for the first three hours and double time thereafter.

Double time will be paid for all pre-approved overtime worked:

- After midday Saturday and at any time on Sunday, or
- Between 10pm and 6am on any day of the week.

Alternatively, in lieu of the above payments and by mutual agreement, eligible employees can take equivalent time off (TOIL) as described in clause 3.4.

Where pre-approved overtime is worked, and the individual is required to return to or travel to the workplace, a minimum of three hours will be paid. For clarity, travel time is included under this provision.

### **3.7 Rest and meal breaks**

Individuals shall be provided with a reasonable opportunity for uninterrupted meal and rest breaks as provided for by legislation. Refer to *Appendix A* for the minimum rest and meal break entitlements provided for under legislation.

## 4. Remuneration

### 4.1 Introduction

The purpose of this clause is to describe the principles and objectives for remuneration in The Ministry.

PSA seeks pay rates and pay progression mechanisms that are relevant, fair and transparent included in this agreement and on the Ministry's intranet.

The successful implementation of the remuneration system is dependent on the involvement and commitment of the Ministry and the PSA.

The purpose of this system is to attract, develop, retain and reward people who are best able to contribute to the Ministry's capability now and in the future.

### 4.2 Remuneration principles

HUD is committed to investigating and addressing inequality, aligned with the Gender Pay Principles, which are available on the Ministry for Women's website or the Public Service Commission's website and contained in *Appendix C* and form part of this collective agreement.

The five core Principles provide a useful framework to support agencies action on gender pay. These principles are:

- Freedom from bias and discrimination
- Transparency and accessibility
- The relationship between paid and unpaid work
- Sustainability
- Participation and engagement

#### 4.2.1 Design principles

The remuneration system is designed to:

- Reflect the skills, knowledge, behaviours and responsibilities of each position
- Take into account and be responsive to changes in the environment in which the Ministry operates
- Be fair and equitable
- Contribute to enhancing the capability of the Ministry.

#### 4.2.2 Operating principles

The remuneration system will be operated by:

- Applying it consistently across The Ministry
- Taking internal relativities into account wherever possible
- Considering those economic, social and political factors that are external to the Ministry
- Providing ongoing communication about the remuneration system and how it is operated
- Ensuring that all employees have easy access to clear information about the remuneration system
- Monitoring and regularly reviewing the remuneration system (including remuneration ranges), and
- Ensuring that the system is affordable

### 4.3 Description of the Ministry's remuneration framework

The Ministry's remuneration framework is a base salary model which means that the value of an employee's remuneration includes base salary but excludes the employer contributions to the Ministry

approved retirement schemes, such as Kiwisaver or the State Sector Retirement Savings Scheme, and any other benefits.

The remuneration framework guides how an employee's salary is set and how they will move through the salary range for their role.

Salary ranges are based on clusters of jobs of similar size. Employees will move through steps within the salary range on an annual basis around Matariki, on 1 July.

If an employee is on a documented performance improvement plan (PIP), and provided HUD is meeting its obligations under the PIP, they will not move a step until their performance has improved to an agreed acceptable level as per HUD's Addressing Performance Concerns Guidelines.

Employees on the top step of the band will not move up a step on 1 July, however they may receive a salary increase if the value of the top step has increased as a result of clause 4.5. Their salary will increase to the new value of the top step. If their current salary is higher than the value of the top step, their salary will remain unchanged until the value of the top step exceeds their current salary, or until they are appointed into a new role on a new salary.

HUD's current remuneration framework, including salary ranges and steps can be found in *Appendix B*.

#### **4.4 Appointment to salary ranges**

Employees will be paid in accordance with the salary range for their position. An employee will be advised of their salary, pay band and step in writing on the commencement of their employment.

Managers may appoint to a salary step within the role's salary range based on previous experience, the principles of equal pay/pay equity, availability of labour within the market, and considering internal relativities.

New employees who start after 1 April will not be eligible to move up one pay step on 1 July of that year. However they will be eligible for any agreed pay band movement e.g. if the employee is appointed at Step 3, they will remain on Step 3 and receive a pay adjustment to the new value of that step as at 1 July of that year. They will be eligible to move up one pay step on 1 July of the following year.

##### **4.4.1 Review of placement in salary range**

An employee can talk with their leader at any time if they have questions or concerns about their placement in the salary range. Following these discussions, if an employee continues to have concerns, they can request a review of their placement in the salary range. HUD will review the employee's placement based on skills, previous experience and the principles of equal pay/pay equity, and any other factors that may be relevant. HUD will complete the review within 20 working days.

#### **4.5 Movements to the salary range and steps**

Any changes/movements to the salary steps will be negotiated with the PSA as part of Collective Bargaining and will take into consideration factors such as our current and future environment and market movements.

## 5. Performance and development approach

### 5.1.1 Overview

The purpose of the performance and development approach is to support the development and performance of our people, now and in the future, assisting them to reach their full potential. It is intended to foster a positive culture and engage our people in fulfilling the Ministry's purpose.

More information on the Ministry's performance and development approach is available on the Ministry's intranet.

### 5.1.2 Principles of the performance and development approach

The performance and development approach:

- Aligns people's work to our broader strategic goals
- Supports groups, teams, and people to work collectively and together to contribute to our business goals
- Establishes that how we work is a critical part of achieving our business goals
- Develops the skills and capability of our people, now and into the future.

In support of these principles, the performance and development approach:

- Reinforces appropriate behaviours through goals that are specific, measurable, achievable, relevant and timely
- Encourages regular conversations between the manager and team member about the individual's performance and identifies opportunities for development
- Encourages timely feedback and coaching
- Makes sure where a performance concern is identified, the Ministry meets with the employee, and a representative for the employee, to discuss the concern. The Ministry will provide the employee reasonable assistance (coaching, counselling, suitable training) to address the concern, and a reasonable period of time to improve their performance. If the concern remains after an informal support process, a formal performance improvement plan (PIP) will be implemented. Reasonable support will be provided to help the employee meet the expectations of any PIP.

The Ministry is committed to:

- Providing ongoing communication about the performance and development approach and how it is operated.
- Monitoring and regularly reviewing the performance and development approach.

### 5.1.3 Individual performance and development

Each employee's expectations, performance and development needs will be monitored and discussed regularly during manager and team member conversations. This may include agreeing on the conditions and type of support provided by the Ministry. At times, the conversation may focus on the individual's career ambitions.

Career development opportunities can be:

- On-the-job training
- Internal training courses
- External courses/conferences
- Study assistance
- Secondment
- Achieving recognised qualifications

To support internal career development, when a vacancy arises for a Senior Advisor (role title may vary depending on team/function within HUD), Senior Policy Advisor or Executive Assistant HUD will advertise the vacancy internally to give existing employees the opportunity to apply if they meet the requirements in the job description and job advertisement. On these occasions, HUD's normal recruitment process will apply. If there are no suitable internal applicants, HUD will advertise the vacancy externally.



## 6. Expenses and allowances

### 6.1 Higher duties allowance

This allowance is payable when an employee:

- agrees to temporarily act in a position that is paid in a higher pay band; and
- undertakes and competently discharges the full duties and responsibilities of the more senior position for at least two consecutive weeks.

The higher duties allowance shall be calculated as the greater of 7% of the employee's salary or the difference between their salary and the minimum salary for the more senior position.

### 6.2 Additional duties allowance

Where HUD offers an employee additional duties outside of their normal role and for a set period of time, HUD will provide a variation letter to the employee which may include an additional duties allowance. The employee will have the right to accept, negotiate, or decline the offer.

An additional duties allowance should be paid where:

- the duration of the arrangement exceeds 4 weeks; and
- the additional duties relate to a position that is paid in a higher pay band; and
- a significant proportion of the employee's day/week will be spent performing the additional duties.

There may be other relevant circumstances in which an additional duties allowance may be paid. However, an additional duties allowance may not be appropriate where the additional duties are primarily intended as a short-term development opportunity for the employee.

The value of any allowance will be based on the nature of the additional duties and the proportion of time spent performing the additional duties.

A secondment is a temporary move to a different role, different to additional duties.

An ongoing offer of additional duties will be managed not with additional duties allowance, but via a variation to the base salary and role and must be tested to see whether it falls under the management of change clause.

### 6.3 Reimbursement of expenses

The Ministry will, where possible, pay for the cost of doing business. The principles are:

- That an individual will not bear a cost nor make a profit (not withstanding their salary) when working for the Ministry
- That the expense/s will withstand scrutiny and reflect actual costs/expenses incurred
- That approvals will be tailored to individual needs where appropriate e.g. childcare costs

Where an individual ends up covering a cost the employer shall reimburse individuals for actual and reasonable expenses incurred by them in the course of performing their approved duties, on production of a GST registered receipt and in line with the appropriate Ministry policy or guideline. This will include but is not limited to:

- Meals required when working two or more additional hours on any day or five or more hours on the weekend and when an unpaid meal break is taken,
- Travel and associated costs e.g. meals, phone calls, accommodation, dependent care, pre-approved private vehicle usage (reimbursed to Inland Revenue rates), and koha. Note: advances on costs may be requested;

- Relieving and secondments including short-term accommodation and meal support, and if relevant at least monthly return trips home. A short-term secondment is considered to be 8 weeks (plus up to two additional weeks by mutual agreement). More than 8/10 weeks is considered long-term and the parties will agree individually appropriate options for managing costs on top of the normal travel and associated costs in the previous bullet point e.g. living away from home allowance of \$150 per week (may be pro-rated for part-weeks), and
- Annual practicing or admission or registration fees or the like, where the qualification, membership or certificate is required for the performance of an individual's duties.

## **7. Holidays and Leave**

### **7.1 Public holidays**

#### **7.1.1 Application**

Public holidays will be allowed in accordance with the Holidays Act 2003.

The recognised public holidays are:

- New Year's Day
- 2 January
- Waitangi Day
- Good Friday
- Easter Monday
- ANZAC Day
- The birthday of the reigning Sovereign (observed on the first Monday in June)
- Matariki
- Labour Day
- Christmas Day
- Boxing Day
- The day of the anniversary of a province or the day locally observed as that day.

Public holidays falling within a period of paid leave will not be debited against the leave.

Where a public holiday falls on a day that would otherwise be a non-working day for the employee, the employee will continue to have the day off work and not be paid for this day.

#### **7.1.2 Payment for working on a public holiday**

Where an employee agrees to work on any part of a public holiday, they will be paid double time for all hours worked with a minimum payment of three hours at that rate.

#### **7.1.3 Alternative paid holiday**

Where an employee agrees to work on any part of a public holiday that would otherwise be a working day for the employee, the employee will be entitled to an alternative paid holiday in addition to the payment under clause 7.1.2.

Payment for the alternative holiday will be the employee's relevant daily pay for the day which is taken as the alternative holiday. The alternative holiday will be taken on a day that is agreed between the employee and their manager and within 12 months of the entitlement having arisen.

## **7.2 Annual leave**

### **7.2.1 Entitlement to annual holidays**

Annual holidays will be allowed in accordance with the Holidays Act 2003. Employees will be entitled to annual leave as follows.

- (a) On completion of one year's continuous service, 4.6 pay-weeks per year
- (b) On completion of five years' continuous service, this will increase to 5 pay-weeks per year for the sixth and subsequent years of service.

The timing of taking 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 Ministry may direct when leave is to be taken.

It is expected that each employee will agree an annual leave plan with their manager so as to ensure that leave is managed appropriately. It is expected that at any time an employee should not have accumulated more than five days over their annual leave entitlement, except where the employee and their manager have agreed this within their leave plan. Managers and employees both have a responsibility to ensure that this expectation is met.

An employee may be able to anticipate annual leave by mutual agreement with their manager, to be refunded if necessary, from final wages paid on resignation. In determining the amount of leave that may be anticipated, consideration should be given to the needs of both the employee and the Ministry.

### **7.2.2 Payment for annual holidays**

Where an employee takes any period of annual leave, the employee will be paid for the holiday in the pay that relates to the period during which the holiday is taken.

### **7.2.3 Closedown**

Closedown period means a period during which the Ministry requires its employees to take some of their annual holidays. There may only be one closedown period in any 12- month period, typically, closedown occurs over the Christmas/New Year period. Any closedown arrangements will be in accordance with the Holidays Act 2003.

If a closedown period includes public holidays (as can happen over the Christmas and New Year period) then the individuals are entitled to paid public holidays if they would be otherwise working days for them, taking the factors in section 12 of the Holidays Act 2003 into account, as if the closedown were not in effect. The working days that are not public holidays can be taken as annual leave, anticipated annual leave, or leave without pay, if they are a normal working day for an individual.

## **7.3 Long service leave**

Employees will be entitled to long service leave as follows:

- Two weeks' holiday on completion of 10 years' continuous service
- One week's holiday after every five years' continuous service thereafter

Leave will be taken in blocks of one week. The rate of pay for long service leave shall be the same as annual holidays.

Long service leave is not entitled to be paid out upon redundancy or termination, or to be cashed up.

Long service leave will not be accumulated from one qualifying period to another and will be taken before the next entitlement falls due or be forfeited. Long service leave earned or taken at a prior Ministry will count towards your entitlement or use.

Employees who have completed eight years' continuous service may anticipate one week's long service leave/holiday in advance of their 10-year entitlement, where approved by their immediate manager. When an employee anticipates this one week's long service leave/holiday and then leaves the employment of the Ministry prior to completing 10 years' continuous service they shall be required to repay in full the one week's long service leave/holiday taken in anticipation. The employee agrees and authorises the Ministry to make a deduction from their final pay the amount in full for the leave which they have anticipated.

## **7.4 Recognition of previous service**

For the purposes of calculating the following leave service-related entitlements, HUD will recognise service with core government agencies as defined in Schedule 2 of the Public Service Act 2020 and service with Crown Agents as defined and named in Schedule 1 Part 1 of the Crown Entities Act 2004.

- Long service leave
- Annual holidays and sick leave

For the purposes of calculating entitlement to redundancy compensation, service with core government agencies must be continuous, with a break of no more than 1 month between employment.

For employees who transferred to HUD on 1 October 2018 from legacy agencies (MBIE and MSD), their service with these agencies will be recognised as continuous service.

Service will not be recognised where redundancy has been paid out in regard to that service.

For the avoidance of any doubt, leave balances and redundancy provisions will not transfer across.

Employees are required to provide their service record or a statutory declaration from their previous employer.

## **7.5 Discretionary leave with or without pay**

Additional leave either with or without pay, may be allowed at the discretion of the Ministry.

An employee may apply for discretionary leave 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. All annual leave will be expected to be taken prior to the commencement of leave without pay for a period of over one month. Using up annual leave is not a prerequisite in situations where domestic violence is involved. Flexible working can also be used by agreement to manage such requests.

Approved discretionary leave without pay for periods more than one month will be regarded as discretionary leave and the following will apply:

- For 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 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. The employee will be given preference for a period of three months for appointment to that vacancy. If no job is found before the end of the preference period, the employment will terminate. The last day of service will be recognised as the original date that the leave commenced.

Examples of the type of leave that could be taken as special leave with or without pay, are set out below. Approval prior to commencing any special leave is required in all cases. This list is not exhaustive. Any remuneration earned from activities during paid time off is to be repaid to the Ministry.

Special Leave With Pay	Special Leave Without Pay
<p><b>Civil Defence, Search and Rescue Operations and Fire fighting</b> conferences or courses sponsored or supported by Civil Defence.</p> <p><b>Volunteer</b> during or following an emergency (max 3 days or max 10 days if part of a commitment).</p> <p>Members of recognised <b>fire fighting forces attending emergency call-outs</b> during normal working hours.</p>	<p><b>Accompanying Partner Overseas</b> on an overseas government posting</p>
<p><b>Legal Witness</b> in a private capacity for a criminal or traffic case (max 3 days - any fees and expenses to be paid to HUD)</p>	<p><b>Legal Witness</b> in a private capacity for any other case that is not a criminal or traffic case</p>
<p>Formally declared <b>civil emergencies</b> where the employee is directly and significantly affected in their ability to reasonably attend the workplace or work remote from the workplace (follow Public Service Commission guidance)</p>	
<p>In the event of <b>extreme weather or emergency situations</b> the Ministry will, as appropriate, grant paid or unpaid discretionary leave. Guidance on the application will be available on the Ministry's intranet.</p>	
<p><b>Representing New Zealand</b> in an official capacity, including sporting</p>	
<p>Suffering a <b>major personal crisis</b> (including mental health) or loss that they need to address and leave without pay would cause financial hardship to the employee and/or their family/dependents</p>	
<p><b>Study Leave</b> as per the Ministry study leave guidelines</p>	
<p><b>Military training</b> in accordance with the Volunteers Employment Protection Act 1973</p>	
<p><b>Conferences and Conventions</b> if attendance will benefit both HUD and the employee</p>	
<p><b>First Aid Training</b> if required to attend by HUD</p>	
<p><b>Parental special leave</b> (see 8.3.7)</p>	
<p><b>Cultural responsibilities</b> where the employee is required as a witness, or in a specific role, to attend to cultural responsibilities, for example Māori land court or Waitangi Tribunal hearings, or claimant negotiations concerning land issues.</p>	<p><b>Cultural responsibilities</b> may include significant marae, whānau, hapū or iwi events, hospitality responsibilities at significant cultural or religious gatherings, temple or mosque responsibilities, or providing assistance to kaumatua or elders at community gatherings.</p>

## **8. Health and Family/Whanau**

### **8.1 Sick leave**

The purpose of sick leave is to protect employees whereby reason of illness they are prevented from attending work. Sick leave is to be administered fairly by management and used responsibly by employees.

Sick leave will be granted in accordance with the Holidays Act 2003. Consistent with section 65 of the Holidays Act 2003, an employee may take sick leave if the employee is sick or injured, or the employee's spouse or partner is sick or injured, or a person who depends on the employee for care is sick or injured.

Permanent full-time employees are entitled to ten days paid sick leave each year to be used for sick leave purposes, rising to fifteen days paid sick leave after two years. This entitlement is an agreed enhancement to the entitlement provided by the Holidays Act 2003.

Unused sick leave may be accumulated to a total of 260 days. Where an accumulation of sick leave achieves or currently exceeds the 260-day level, further annual accumulations will not occur until the level reduces below the 260-day level. This entitlement is an agreed enhancement to the entitlement provided by the Holidays Act 2003.

#### **8.1.1 Verification of sick leave**

Where an employee takes in excess of five consecutive days (whether or not the days would otherwise be working days for the employee) because of either personal illness or dependent illness, the employee will provide a medical certificate which:

- Confirms the inability of the employee to attend work due to illness or injury, or
- Confirms the inability of the employee to attend work due to the illness or injury of the employee's dependent, and
- Provides a likely date for the resumption of work.

The employee will be responsible for the cost of the medical certificate and any assessment necessary for the certificate to be provided.

The Ministry is concerned for the health and wellbeing of employees. It may therefore require an independent medical assessment of the condition of the employee where the purpose of the assessment is to assess the employee's ability to return or remain at work. The Ministry will be responsible for the cost of the assessment and documentation.

#### **8.1.2 Notice**

Any absence due to illness is to be notified to the employee's manager as soon as possible.

At HUD we care about our people's health and wellbeing. This includes being aware of what is contributing to their time off work, while also respecting an individual's privacy. If an employee chooses to share this information, it can help their leader to manage the employee's work during their absence, support their return to work and, where appropriate, support with problems that are contributing to their time off work. For clarity, an employee can choose to not specify the reason for taking sick leave.

#### **8.1.3 Special circumstances**

HUD recognises that there may be circumstances that result in an employee using all of their available paid sick leave, including a serious illness involving an acute illness, serious accident, or major surgery. In these circumstances, HUD will endeavour to support the employee with further time off work. This

support will be considered on a case-by-case basis and may include one or more of the following:

- Further paid sick leave
- Unpaid sick leave
- Reduced hours
- Leave on reduced pay

The employee may need to provide a medical certificate (at their cost) to support their case.

The manager may require the employee to undergo an independent medical assessment as part of their consideration.

#### **8.1.4 Misuse of sick leave**

Misuse of sick leave occurs when it has been established that an employee has taken sick leave on an occasion or on a series of occasions where there has not been a genuine illness or injury.

Where the manager has reason to believe that sick leave has been misused, the manager will notify the employee in writing of the need to meet with the employee (and their representative) to discuss their concerns.

Misuse of sick leave may be established by the use of an independent medical assessment.

If proof of sickness or injury is required because there are reasonable grounds to suspect that an employee is using sick leave improperly for periods of absence of less than three consecutive days the cost of the assessment and documentation will be met by the employer. For periods of absence of three consecutive days or more the cost of the assessment and documentation is the responsibility of the employee. The Ministry must inform the employee of the requirement for proof as early as possible at the time of, or prior to, the absence occurring.

In the event that it is established that the employee has misused their sick leave, the manager may consider applying one or more of the following options:

- Employee Assistance Programme
- Future sick leave to be supported by a medical certificate, at the employee's expense, and/or
- Disciplinary action

The manager will record the action taken in writing together with the reasons for their decision and, where appropriate, the duration of the action.

#### **8.1.5 Sickness on annual leave or long service leave**

Where an employee becomes ill while on annual or long service leave, the period of illness will be recorded as sick leave instead.

A medical certificate may be required.

#### **8.1.6 Medical cessation**

The Ministry has the discretion to approve an employee's employment cessation for medical reasons once they have completed a year's service with HUD. Where an employee ends employment on this basis they will receive a minimum payment of 65 days' salary. This entitlement will be pro-rated for part-time staff. The exception to pro-rating will be where the employee has reduced their hours to work part-time within 12 months of the date of medical cessation and it has been documented at the time of the reduction in hours, in the employee's health management plan, that the employee is reducing their hours as a result of a medical condition. In such circumstances the calculation will be based on the



employee's hours of work prior to the reduction in hours.

## **8.2 Tangihanga leave and bereavement leave**

Employees shall be granted Tangihanga leave or bereavement leave on ordinary daily pay to discharge their obligations and/or pay their respects to a deceased person with whom they have had a close association. Such obligations may exist because of blood or family ties, or because of particular cultural responsibilities. Additional time needed for travel will also be considered.

The period of the tangihanga leave or bereavement leave will be agreed between the employee and the employer; however employees will receive a minimum of three days' paid tangihanga leave or bereavement leave on the death of a close relative. A minimum of one day's paid leave will be provided on the death of any other person if the employee's manager accepts that the employee has suffered bereavement.

Employees will be entitled to a minimum of one day's paid cultural leave to attend a Hura Kōhatu (unveiling). Where an employee suffers bereavement while on another form of leave, except for public holidays, that period will be recorded as tangihanga leave or bereavement leave instead.

This leave is consistent with, and not in addition to, the bereavement leave provisions of the Holidays Act 2003.

## **8.3 Parental leave**

### **8.3.1 Definitions**

Parental leave will be granted in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 as amended from time to time. This currently includes provisions for primary carer leave (including surrogacy), partner's leave, extended leave, special leave, negotiated carer leave, requirements for notice, job protection, and payment for parental leave. More information on parental leave is available on the Ministry's intranet.

In addition to the legislative provisions, HUD provides entitlements for payment on return to work and for re-engagement after child care, and enhanced arrangements for the payment of annual leave on return from parental leave.

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

### **8.3.2 Annual leave**

Employees will continue to accrue annual leave while they are on parental leave. On return from parental leave any annual leave taken will be paid in accordance with Sections 21, 22 or 23 of the Holidays Act 2003.

### **8.3.3 Job protection**

An employee will be entitled to resume work in the same (or similar) position to the one that they held prior to commencing parental leave. A similar position means:

- At the equivalent salary and job sizing, and
- At the same or other location within reasonable travelling distance; and
- Involving responsibilities broadly comparable to the previous position.

When an employee takes parental leave HUD will keep the employee's position open, preferably with a temporary replacement.

In the event that an employee's position becomes affected, while they are on parental leave, they will be notified and consulted in terms of the 'Approach to change' (clause 12) provisions contained in this agreement.

#### **8.3.4 Payment on return to work**

Employees will be eligible for a lump sum payment equivalent to 6.4 pay-weeks if they:

- Have taken at least six weeks' primary carer leave and/or extended leave, and
- Had care of their child in terms of the Parental Leave and Employment Protection Act 1987; and
- Return to work at or before the end of the leave.

The payment will be made on the first suitable payday after the employee returns to work from parental leave and will be calculated based on the salary pay rate and hours of work (percentage of employment worked) that applied when the parental leave commenced.

Where an employee worked reduced hours prior to taking primary carer leave and/or extended leave as a result of a medical condition arising from their pregnancy, the return to work payment will be calculated based on their hours of work prior to the reduction in hours.

If both the employee and their partner are employed in the public sector and both are eligible for a similar payment or allowance, then only one of them is entitled to the payment.

#### **8.3.5 Re-engagement after childcare**

An employee who resigns to care for preschool children will have preferential re-employment status if they reapply for a position within four years from the date of resignation or five years from the date of taking parental leave.

The preference will apply where:

- The employee applies for a vacancy which is substantially the same position as previously held, and
- Where the employee has the necessary skills to competently fill the vacant position.

Where these criteria are met, the person will be offered the position in preference to any other person. This preference provision will lapse where the applicant has not been appointed to a position within six months of reapplying.

### **8.4 Family violence**

The Ministry has a lead role in preventing and responding to family violence. It recognises that when its employees experience family violence in their personal life, their attendance, performance and/or safety at work may be affected.

The Ministry is committed to providing a safe and supportive workplace and supports violence-free families. This means making sure that our staff members who are experiencing family violence can ask for and receive confidential help and support and have access to appropriate help.

Employees who are experiencing family violence can raise it with their manager or human resources. The employee may also go through a support person, such as a PSA delegate, Family Violence Response Coordinator, Family Violence Champion or Peer Support person.

Some examples of practical actions to support the employee include:

- Discretionary leave with pay (the employee is not expected to use up annual leave first)

- Discretionary leave without pay
- Counselling through the Employee Assistance Programme
- Redirecting pay to a different bank account
- Referral to an external agency who can help
- Flexible working, including hours, days, patterns and/or locations of work.

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

In general no adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing domestic violence, however the Ministry expects employees and their manager to work together to ensure normal working duties are fulfilled.

Where appropriate, consideration will be given to flexible working options and other workplace support such as changing telephone numbers or workstations, screening incoming calls or enforcement of a protection order.

An employee experiencing family violence can access up to ten days paid leave per year for medical appointments, legal proceedings, counselling sessions and/or other matters related to the family violence. Should an employee exhaust their entitlement to leave under this clause, they may be able to access special leave (an employee is not expected to use up other leave first).

Proof that family violence is occurring is not required.

## 9. Working environment

### 9.1 Working flexibility

HUD are committed to creating a flexible working environment by being guided by the following principles:

- If not, why not – all roles at HUD are treated as flexible unless there is a genuine business reason for it not to be
- Needs to work for the role – whilst every role is suitable for some form of flexibility not every type of flexibility will work for every role
- Works for HUD & teams – Flexible is not something just between the person and their Manager. The impact of flexible arrangements should be considered on teams and HUD as a community
- Requires give & take – between people, Managers and teams. We need to be open and adaptable so collectively being flexible works for everyone
- Mutually beneficial – flexible working should benefit HUD and its people. It should not result in increased workloads for anyone
- Actively championed by Managers – Managers support, champion and role model flexible working in their teams and with themselves.

A variety of flexible working arrangements can be discussed, including:

- schedule (work hours or days)
- place of work
- role (e.g. career breaks, job-sharing)
- leave patterns (e.g. leave without pay, term-time working).

To assist in flexible working conversations, the Ministry acknowledges that most, but not all, roles may be able to be performed from home some of the time. HUD's flexible working principles, and primarily office-based status, will guide the consideration of an employee's request to work from home.

#### **Formal Flexible Working Arrangements**

Under the Employment Relations Act 2000, all employees have the right to request a formal flexible working arrangement which would be a formalised change to their employment terms and conditions. The Ministry will consider all such requests as soon as possible and within one month.

More information, process and tools are available on HUD's intranet.

### 9.2 Equal employment opportunities

The Ministry recognises that, to respond effectively to the housing challenges for all people in Aotearoa, we need to be a Ministry that embraces diversity and the new and better ways of doing things that it brings. We seek to create a workplace environment where our people feel a sense of manaakitanga (support) and whanaungatanga (connection) in their everyday experiences.

The Ministry's approach to diversity and inclusion focuses on enabling a thriving workplace community where our workforce reflects Our Kaupapa, where all our people feel a sense of belonging, and where they are valued for their different ideas and contributions.

The Ministry will act consistently with the principle of being a good employer in accordance with the Public Sector Act 2020. The Ministry is committed to equal employment opportunities programmes.

As part of this, the Ministry will make reasonable accommodations to enable greater access to the

workplace for kaimahi with disabilities, religious and ethical beliefs and / or family or whānau commitments.

### **9.3 People policies and conduct**

HUD's people policies and procedures, HUD's Code of Conduct and the Public Service Commission's Standards of Integrity and Conduct apply to employees covered by this Agreement (to the extent that they are not inconsistent with this Agreement).

### **9.4 Official languages**

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

### **9.5 Personal information**

Employees may access their own personal information in accordance with the Privacy Act 1993.

## **10. Health, safety and wellbeing**

### **10.1 Objectives**

HUD is committed to maturing and strengthening our health, safety and wellbeing work practices and culture. These commitments will meet health and safety obligations under the Health and Safety at Work Act 2015, the Accident Compensation Act 2001 and relevant amendments, regulations, and codes of practice.

### **10.2 Principles**

The following principles will guide the objectives above.

- HUD is committed to ensuring, so far as reasonably practicable, the wellbeing, health and safety of its employees, and to ensuring that the health and safety of other persons is not put at risk by work carried out as part of HUD's business.
- HUD is committed to building a workplace culture that protects and supports employee's health and wellbeing.
- All employees must take reasonable care for their health and safety, and ensure that their acts or omissions do not adversely affect the health and safety of other persons. They must also comply, as far as they are reasonably able, with any reasonable instructions.
- HUD will work with employees and their health and safety representatives to provide a workplace where employees can be healthy, safe and secure.
- There will be ongoing consultation with the PSA in the management of risks and the implementation of safe work practices. A seat on the Health and Safety Representative Committee will be reserved for a PSA representative.
- HUD will support officers, managers, employees, and other persons to meet their health and safety duties, including by:
  - providing reasonable instructions and information (including policies and practices)
  - providing relevant training and supervision to support workers, PSA delegates and others to fulfil their duties.
- Employees shall report any incidents, pain and discomfort, unsafe conditions and any potential or actual hazards arising in the workplace, to their manager.
- HUD will support worker engagement, participation, and representation practices, and support meaningful worker input into health, safety and wellbeing, including policies, practices and outcomes. HUD and the PSA will develop and agree an employee participation system for all employees; and will review annually and or when the need arises.
- HUD will establish and maintain practices and procedures for response, reporting, notification and investigation of incidents, injuries and near misses, and response to emergency situations.
- HUD will provide prompt, effective work-based rehabilitation for all work-related and non-work-related injuries. There is a mutual responsibility for both HUD and an individual employee to facilitate the individual employee's rehabilitation back into the workplace.

### **10.3 Health and wellbeing payment**

The employee may choose to use this payment for any personal health and wellbeing item or initiative, including prescription eyewear, a hearing aid, exercise, an annual health check.

The effective date for this payment is 1 April each year. A lump sum payment of \$500 gross per year will be paid to each eligible employee in the first payrun in April each year. The payment is not prorated for employees who work part-time.

To be eligible for the payment the employee must be a permanent employee, or a fixed-term employee with at least 12 months' service at the Ministry, and be employed by the Ministry on the annual effective date.

On or around the annual effective date, the employee will talk with their manager about how they intend to use this payment to best support their personal wellbeing. Following the annual effective date, the Ministry will ask eligible employees to provide information about how they have used this payment. Receipts or evidence of purchase is not required.

## **10.4 Hearing tests**

On a case-by-case basis, where an employee is required to work under 'harmful noise', an employee is entitled to seek the cost of hearing checks and tests on an annual basis.

## **10.5 Accident leave**

Where an employee is absent from work due to a work-related or non-work related accident, the provisions of the Accident Compensation Act 2001 (or any equivalent replacement legislation) will apply. These provisions currently include the following:

- Where the absence is due to a work-related accident, the Ministry will pay for the first week (up to five working days from the first day of absence) of absence at 80 per cent of the employee's ordinary pay.
- Where the absence is due to a non-work related accident, payment for the first week of absence will be made where the employee has an unused sick leave entitlement. Any payment made will be recorded as sick leave.
- Where the absence is due to either a work-related or non-work related injury, the balance between the 80 per cent Accident Compensation payment (or the Ministry's Workplace Insurer payment) and the employee's ordinary pay will be paid where an employee has an unused sick leave entitlement. Any payment made will be recorded as sick leave.

## **10.6 First aid**

A designated first aider who is the holder of a current certificate will receive an allowance of \$300 annual gross, first paid when notice of designation is provided to payroll. Employees should record their anniversary in their calendar and email payroll to seek their annual payment. Not all first aid trained staff will be designated first aiders.

The Ministry will pay for accredited first aid training for designated first aiders and those who require it as part of their role.

## **10.7 Employee assistance programme**

Employee assistance is available to all employees and their immediate families. It represents the Ministry's commitment to the welfare of all employees and the promotion of a healthy working environment.

It is recognised that individuals may have personal or other problems that affect their work and the employee assistance programme provides a means for these problems to be identified and resolved. Employees are encouraged to access this confidential service early if the need should arise and participation will not affect an employee's promotional opportunities or employment security.

Information about this service, including how to access the programme, is available in the workplace and on the Ministry's intranet.

## **10.8 Workplace harassment / bullying**

Workplace harassment / bullying, including sexual and racial harassment, is any verbal or physical behaviour or the display of material, including use of visual material that is unwelcome to the receiver and embarrassing, intimidating or intrusive. It affects morale, productivity and the right to have a good working environment.

It is the responsibility of the Ministry to promote and maintain a work environment free of unwelcome behaviour and to provide a mechanism for reporting incidents of harassment / bullying, ensuring a fair investigation and avoiding reprisals against the complainant. It is the responsibility of both management and employees to behave in a manner that is respectful of others.

Discrimination will not be tolerated at the Ministry. Discrimination includes, but is not limited to, gender, ethnicity, disability, age and other prohibited grounds of discrimination under the Human Rights Act 1993. If you believe you are subjected to discrimination you should speak to your manager, union delegates or health and safety representatives.

The Speak Up Guidelines are available on the Ministry's intranet.



# 11. Terms of Employment

## 11.1 Categories of employment

Employees employed under this agreement may be employed on a permanent or fixed-term basis.

Permanent and fixed-term employees may be employed as either full-time or part-time employees.

The Ministry may employ individuals on a fixed-term basis, as provided for in the Employment Relations Act 2000 and its amendments. Currently this provides for an employee and employer to agree that employment will end:

- At the close of a specific date or period, or
- On the occurrence of a specific event, or
- At the conclusion of a specific project.

## 11.2 Superannuation

Existing individuals have the option of joining KiwiSaver. New individuals will be automatically enrolled into KiwiSaver with the ability to opt out, in accordance with the KiwiSaver Act 2006.

When an individual is enrolled into a KiwiSaver scheme the individual's KiwiSaver contributions will be deducted from their pay. The employer will also make employer contributions to the Individual's KiwiSaver scheme if the individual is aged 18 years or over.

Existing individuals may alternatively, or in addition, be members of predecessor superannuation schemes such as the State Sector Retirement Savings Scheme or Government Superannuation fund. The employer will match contributions up to the employer's compulsory contribution (currently 3%), across one or more schemes. For the Global Retirement Fund the Ministry also pay the costs of the establishment fee, administration fee and investment management fee.

## 11.3 Salaries and deductions

Salaries will be paid fortnightly by direct credit to each employee's bank account on receipt of the employee's written authorisation.

HUD may make deductions from an employee's salary:

- For the purposes of PAYE
- In accordance with the Wages Protection Act 1983, and/or
- At the employee's written request

An employee will be provided with written advice on any occasion that their gross pay or deductions are changed.

Where an individual has an acknowledged debt to the employer, the employer shall be entitled to recover payment of the debt by deduction from the individual's wages or salary, at a rate to be agreed between the employer and the individual. That agreement must be written in accordance with the Wages Protection Act 1983.

The employer shall be entitled to deduct from any monies payable to an individual upon termination of employment:

- Any overpayment made to the individual for leave taken in advance, and/or
- Any other money acknowledged as per above by the individual to be owed to the employer.

## **11.4 Relocation**

The costs and other assistance for transferring an employee and their family/whanau to a new location will be met by HUD where the transfer is due to:

- promotion;
- to meet the needs of HUD, or
- to assist in the employee's career development.

When reaching a decision around whether relocation is required, the Ministry will consider its flexible working approach. Relocation expenses will not be paid where the employee is choosing to relocate for personal reasons.

The assistance will be agreed by the employee and their manager prior to any expenses being incurred. Cultural sensitivity and flexibility to individual circumstances will be considered when deciding on the actual assistance.

Assistance may include, but is not limited to, the following:

- Expenses of transfer of household effects, including insurance and storage
- Personal travel and living costs for the employee and their family/whanau and temporary accommodation
- Expenses arising from the sale and purchase of the employee's home
- Expenses arising from the transfer of children between schools
- The reimbursement of expenses reasonably incurred in the re-establishment of the employee's household
- Paid leave as necessary to affect the transfer

Travel costs to the new location will be paid in terms of the travel allowance provisions contained in Ministry guidelines.

## **11.5 Discipline**

When dealing with discipline the following principles will apply:

- The employee is to be advised of their right to representation and/or support person of their choice
- The employee is to be informed of the issue in question and be given a reasonable opportunity to provide an explanation
- Any corrective action required together with a reasonable period of time to improve/ change the conduct will also be advised
- An appropriate investigation will be undertaken before any substantive action is taken
- Depending on the seriousness of the issue a warning will normally precede a final warning
- Any disciplinary action is to be recorded in writing, signed by the employee and placed on their personal file
- A written warning will specify the duration of the warning and will be removed from the employee's personal file on its expiry date
- In cases of alleged serious misconduct the employee may be suspended on pay while an investigation is undertaken
- Where an employee feels they have been aggrieved by the Ministry's actions, they are to be advised of their right to pursue a personal grievance

## **11.6 Ending employment**

### **11.6.1 Notice**

For permanent employees, one month's notice of ending employment will be provided by either the employee or HUD. For employees engaged on a fixed-term agreement, employment will cease on the expiry date or prior to the expiry date with one week's notice provided by either the employee or HUD. Any of the notice periods may be varied by mutual agreement.

Where the Ministry does not give the appropriate notice the full notice period shall be paid thereof. Where the employee does not give the appropriate notice, the Ministry will only be liable for the period of the notice that has been given.

Nothing in this clause shall prevent the employer from dismissing an employee without notice for serious misconduct.

### **11.6.2 Abandonment without notice**

Where an employee is absent from work for a continuous period in excess of five consecutive working days without notification and without good cause, the employee shall be deemed to have terminated their employment. Prior to termination, HUD must make every reasonable effort to contact the employee, including sending a letter to the last known address outlining the employee's obligations and where appropriate, offering assistance.

An opportunity for re-instatement will be considered where the employee was unable to notify the employer of absence due to unforeseen hospitalisation or similar cause.

## **11.7 Employment relationship problems (including personal grievances)**

Employment relationships are defined in section 4(2) of the Employment Relations Act 2000, and include those between:

- The Ministry and an employee employed by the Ministry
- The PSA and the Ministry
- The PSA and a member of the PSA.

It is in the interests of the PSA and HUD and the employees bound by this collective agreement, that employment relationship problems are resolved in good faith and as close to the point of origin as possible.

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

Once a problem has been identified reasonable steps will be taken by all persons involved to resolve the issue.

If the issue cannot be resolved, either the employee or the Ministry may seek the assistance of a mediator.

MBIE's Employment Mediation Services may be accessed.

The Ministry and the PSA prefer that employment relationship problems are resolved without requiring the use of the Employment Mediation Services.

In the case of a personal grievance, the employee must raise the grievance with the appropriate manager within 90 days of the date that the alleged action occurred or came to the notice of the employee, except those for sexual harassment which must be raised within 12 months of the harassment being experienced in their employment.

If an employee wishes to raise a personal grievance more than 90 days after the alleged action, or more than 12 months after the alleged sexual harassment, they must either seek the agreement of the Ministry or apply to the Employment Relations Authority to do so.

'Personal grievances' are defined under section 103 of the Employment Relations Act 2000.

'Employment relationship problems' are defined under section 5 of the Employment Relations Act 2000.

## 12. Approach to change

### 12.1 Introduction

The Ministry's purpose is to create an efficient and productive Housing and Urban Development system to achieve better outcomes for all New Zealanders. The Ministry operates in a dynamic environment and needs to be responsive to government direction and other environmental factors, and is committed to ensuring that it is ready to manage any changes that occur.

We agree that organisational change needs to be managed to ensure that:

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

HUD and the PSA will work together to support PSA members through change.

### 12.2 Change principles

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

- when change is contemplated, affected employees and the PSA will be consulted at the earliest opportunity
- the need for change will be communicated early and actively
- employees have a right to know why change is being explored or introduced, and so all reasonable efforts will be made to ensure employees understand this
- the process by which change will be progressed will be clearly advised to all affected employees including those who are likely to be impacted in some way by the change
- consultation with the PSA and employees who may be affected will be ongoing, honest and timely
- the parties recognise that consultation requires genuine consideration of their respective positions
- affected employees and the PSA will be kept updated on progress and decisions
- affected employees and the PSA will be given a genuine opportunity to influence the change
- every effort will be made to ensure that both business service delivery and employee wellbeing is maintained
- our focus will be to retain people in jobs while managing change - redundancy is the last resort
- the timeframe for the change will reflect the needs of HUD and of individual employees.

Note: where there is any doubt as to whether a situation will have a 'significant impact' or not, the parties will consider the particular facts of the situation prior to making a decision.

#### **Alternative Change Process**

Notwithstanding the processes provided for in Section 12, the Ministry and the PSA may agree on an alternative change management process following consultation with employees who are likely to be affected by any change proposal.

#### **Fixed Term Employees**

The provisions of clauses 12.5 – 12.12 do not apply to employees on fixed term agreements.

## 12.3 Engagement process

The PSA and HUD recognise that:

- the process of change is continuous and should form part of the organisation's continuous improvement
- consultation and change require an effective communication process.

The aims of the engagement process are to:

- plan for evolutionary change
- contribute to the best and most equitable decisions
- provide employees with information to help them plan and develop their careers
- ensure information on the location and names of employees likely to be affected by organisational change is made available to the PSA as soon as practicable
- ensure the interests of employees are understood by HUD and taken into account.

HUD and the PSA will meet as needed to discuss management of change. The intention of these meetings is that employees and the PSA are aware of and can contribute to, the overall planning process.

In addition to the engagement process outlined above, HUD will notify the PSA prior to any internal review, or when a proposal has been made, which is likely to result in organisational change.

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

The Chief Executive is required to implement decisions imposed by legislation or the policies of Government. It is acknowledged that this may limit the Chief Executive's ability to consult with employees before the decision is announced.

Consultation is an ongoing process that occurs prior to decisions being made. It creates discussion between all parties, and requires active input and full consideration of all points of view. The aim of consultation is to provide for employee and PSA feedback prior to decisions being made. Appropriate time will be allowed for this to occur.

Once the change has been implemented, HUD and the PSA will have a post-implementation discussion.

## 12.4 Employee Input

HUD is committed to providing employees with open and clear channels for input before change decisions are made that affect them. Consultation in this context means:

- articulating a proposal for change
- providing affected employees and the PSA with all relevant information at the earliest opportunity
- allowing employees adequate time to consider the proposal, seek advice and respond
- taking employee input into account before making a decision.

The parties recognise that feedback can be provided in formats other than written, and as such will enable oral submissions upon request. This includes where the PSA wishes to speak to their collective submission orally.

## 12.5 Support for employees

Individually targeted support will ensure effective management of change. HUD will provide support throughout the change that:

- involves individuals in assessing the support needs

- tailors the support to meet the individual's specific needs
- assists individuals to manage the impact of change on them
- provides for PSA input where appropriate to support employees and provide feedback to HUD
- encourages the use of support services (e.g. the Employee Assistance Programme). Counselling will be made available to affected employees and their families.

People leaders will help create a workplace environment that supports people in managing change by disseminating information, communicating, participating, leading and coaching.

## **12.6 Retaining skills and knowledge**

In any change situation, the objective of HUD is to retain the skills, knowledge and experience HUD needs to achieve its goals.

Where the change affects an employee's position, the process outlined in clauses 12.7 to 12.11 of this Agreement will apply. This has the following three basic steps:

- a) reconfirmation in the same or substantially same position, or
- b) if not reconfirmed then reassignment to another suitable position if available, or
- c) if not reconfirmed or reassigned then a redundancy situation occurs and there is consideration of the options below.

HUD will actively explore all reasonable alternatives before a decision is made that may result in a person being made redundant. Some of these alternatives are below:

- flexible work practices (e.g. job-sharing, flexible hours, part-time work)
- temporary or project work
- leave without pay
- natural attrition.

How a decision is made as to whether a role is suitable, and what happens if the employee is reassigned into a suitable role that attracts a salary lower than in their existing salary, is set out in the Reconfirmation provisions in clause 12.7 of this Agreement.

## **12.7 Reconfirmation into a same or similar role**

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.

Reconfirmation within another agency is subject to the agreement of the Chief Executive of the other agency.

The provisions of the Public Service Act 2020 apply to employees transferring between, or reconfirmed to other, public service agencies

The criteria for reconfirmation will be as follows:

- the new role description is the same (or substantially similar to) as what the employee currently does, and
- the salary and other terms and conditions for the new position are no less favourable, and
- the location of the new position is the same (note: this need not necessarily mean the same building and/or the same street).

Proposed reconfirmations will be advised to all affected employees.

In situations where there is more than one clear candidate, the position will be advertised, with appointment to be made from affected employees and with the most suitable candidate appointed.

Alternatively, potential candidates may express a preference for other options and HUD will endeavour to accommodate those preferences, subject to retaining the specific skills and knowledge that are required. Role descriptions (current and proposed) will be available to those employees who are to be reconfirmed at the time that the reconfirmation list is published.

A review procedure is available if an employee feels that the reconfirmation process or outcome was unfair as set out in clause 12.11 Right of Review.

## **12.8 Reassignment into a suitable alternative role**

In the event that an affected employee is not reconfirmed in the same or a similar position, HUD will, if a suitable role is available, reassign the employee into this role. Reassignment will be considered on a case-by-case basis.

The offer of a role in the same locality (or within reasonable commuting distance) and with comparable duties and responsibilities, or any other position on terms the employee agrees to accept, will constitute a suitable role. The role should not involve so significant a change in duties as to be unreasonable, taking account of the employee's skills, attributes and potential to be retrained. Where there is any disagreement as to what is a 'reasonable commuting distance', the issue will be resolved with the PSA on a case-by-case basis.

Where the new position is in the same local area and involves additional travelling costs, the Ministry will pay the extra travel costs based on public transport rates for a period of one year.

Employees cannot be required to accept a reassignment outside the local area. If reassignment to another location is accepted, then the employee may be provided with relocation assistance.

### **Relocation Assistance**

Where reassignment involves relocation outside the local area, the employee will receive a minimum of three months' notice or a lesser period of notice where this is mutually agreed, and assistance will be provided under the relocation provisions contained in this Agreement.

When reassignment is within the same local area and:

- there is an increase in travelling time of 30 minutes or more, the employee will receive at least one month's notice (or a lesser period by mutual agreement); and
- assistance will be provided under the relocation provisions in clause 11.4 where the employee chooses to relocate their household and this reduces the travelling time to the new workplace by a minimum of 30 minutes.

## **12.9 Equalisation Allowance**

If an affected employee is reassigned to a new position at a lower salary, an equalisation allowance will be paid to preserve their salary at the rate paid in their old job at the time of reassignment. The employee can elect to receive this allowance as either:

- a lump sum equivalent to the difference between their present salary and the new salary for two years, or
- an allowance equivalent to the difference between their present salary and the new salary for a two-year period (this is abated by any subsequent salary increases).

Where the employee is within five years of eligibility for Government Superannuation (GSF) and the employee is a member of the scheme, the equalisation allowance will count towards the calculation of superannuation.



## **12.10 Potential Outcomes**

Where an employee cannot be placed through reconfirmation or reassignment, the options below may be offered.

Where this occurs the employee and/or the PSA on their behalf and the Ministry will agree a timeframe within which the employee must choose an available option. During this timeframe, the employee will be entitled to reasonable paid time off to pursue any employment options.

### **12.10.1 Voluntary severance**

Where a change proposal may result in fewer positions than there are affected employees, the Ministry may seek expressions of interest, on a without prejudice basis, for voluntary severance from the employees after the reconfirmation of roles stage in a change management process for affected employees.

Where expressions of interest are received, the Ministry may, at its sole discretion, choose to accept or decline any expression of voluntary severance where there would be an adverse impact on the business. All applicants will be advised in writing of the Ministry's decision and the rationale for the decision.

By way of example and without limiting the Ministry's sole discretion, voluntary severance may not be accepted in circumstances where:

- An applicant has skills and experience that the Ministry wishes to retain, or
- Where approving the voluntary severance may result in insufficient skilled staff from which to appoint to remaining positions in the impacted area.

Where the Ministry accepts an expression of interest and offers voluntary severance, written acceptance of that offer by the individual will be binding.

Where an employee accepts an offer of voluntary severance, their employment will end by reason of redundancy, in accordance with clause 12.10.2.

Note: During any notice period the provisions of Section 86-88 of the Public Service Act 2020 continue to apply to employees for whom voluntary severance has been agreed.

### **12.10.2 Redundancy**

Even with the best of intent, redundancy may be unavoidable. In the event that the employee's position becomes surplus to HUD's requirements and no alternative position is available, the employee's role will be declared redundant.

In the event that the employee's position is declared surplus, career transition advice and assistance, such as the Employee Assistance Programme (EAP) will be made available.

In the event the employee is declared redundant, they will be provided with no less than one month's notice of termination of employment, or payment in lieu thereof.

### **12.10.3 Redundancy Compensation**

Redundancy compensation will be paid at the rate of eight weeks' salary for the first year of service and two weeks' salary for each year thereafter to a maximum entitlement of 40 weeks' salary.

Where an existing employee has redundancy compensation entitlements which are more advantageous than those stated above, they are entitled to payment in accordance with those grand-parented provisions.

Where an employee took paid parental leave in the 12 months preceding the redundancy, their redundancy calculations will be based on their normal hours of work prior to going on parental leave.

#### **12.10.4 Extended notice**

The Ministry may agree to offer an extended notice period. The terms of an extended period of notice are as follows:

- The period of notice will commence from the expiry of the period of time allowed for choosing an option and be up to a maximum period equal to the amount otherwise payable to the employee as redundancy compensation;
- The employee will not receive any redundancy payments irrespective of the length of the notice period; and
- Where the employee has not been placed into a position by the expiry of the notice period, the employee will cease employment and receive cessation leave if they are entitled to this leave entitlement.
- During a period of extended notice the employee will retain their status as a preferential applicant and will also be entitled to reasonable paid time off to pursue any employment options. The duties and work requirements of the employee during the period of notice will be decided by agreement with their manager.

#### **12.10.5 Temporary employment**

The Ministry may agree to offer alternative employment for a fixed-term, at the end of which the employee will be entitled to consideration of other options or the redundancy entitlement will be preserved and paid out

#### **12.10.6 Special leave without pay**

Special leave without pay may be agreed, during which time the employee will retain their preferential applicant status. This period may include an opportunity for retraining. The leave without pay period will not reduce the redundancy compensation amount that the employee would have received prior to the unpaid leave.

#### **12.10.7 Retraining**

Where a retraining opportunity is identified, a specific programme will be designed to meet the needs of the individual. The Ministry will pay for the costs of the training to a maximum of the redundancy compensation payment that the employee would otherwise receive.

#### **12.10.8 Enhanced early cessation**

'Enhanced early cessation' means that a preferential applicant who wishes to remain in HUD may replace an employee who is not a preferential applicant who wishes to exit the organisation. This is conditional on the affected employee's skills being similar to the skills of the person who wishes to exit HUD.

Enhanced early cessation will only occur with the manager's and the employee's agreement.

If the application of enhanced early cessation is agreed, the employee who exits HUD will receive the redundancy payment, based on their entitlements.

#### **12.10.9 Other options**

Other options may be agreed. The types and levels of financial assistance will be negotiated on a case-by-case basis.

## 12.11 Employee Protection Provisions

Where:

- part or all of the activities carried out by HUD are to be sold, transferred, or contracted out to another entity, and
- as a result, the work previously performed by the employee (or substantially similar work) is instead to be performed by employee(s) of the new entity (and where no statutory provision is made concerning such an event)
- in the course of any discussions with the new entity, HUD will:
  - address the likely impact of this event on the employee, including whether it is possible to transfer the employee to that entity, and, if so,
  - discuss with the new entity whether any such transfer will be offered to the employee on the same terms and conditions of employment.

In the event that the above situation arises, the process for determining the employee's entitlements will be the application of the following provisions (as applicable):

- regardless of the terms offered, where the employee accepts a transfer to the new entity, no redundancy compensation will be payable;
- where the employee is not offered a transfer to the new entity on the same or no less favourable terms and conditions of employment (unless the above clause applies) the organisational change provisions set out in this Agreement will apply. 'No less favourable terms and conditions' includes:
  - the role is substantially the same, or in a similar capacity to that in which the employee was employed;
  - the role is in the same local geographic area; and
  - the employee's service is recognised as continuous, and the service-related and redundancy provisions are no less favourable
- where the employee is offered a transfer to the new entity on the same terms and conditions of employment but elects not to accept that offer, no redundancy compensation will be payable.

## 12.12 Right of Review

If an employee disagrees with the application of these provisions, we will work together to resolve the issue as quickly as possible. The following process applies if the employee wishes to submit a formal review:

- At this time the employee may wish to seek support from their PSA delegate/organiser or other representative.
- The employee and the PSA will have access to all relevant information.
- The employee will need to raise the matter formally with their people leader within five working days of becoming aware of the action relating to the review. However, if there are exceptional circumstances, the time allowed for raising a review may be extended by the General Manager, People and Community.
- Meeting(s) or information exchange will occur with the aim of resolving the matter.

## 13. Agreement

The parties agree that this document, including appendices, represents the agreements reached between the parties to settle a collective agreement.

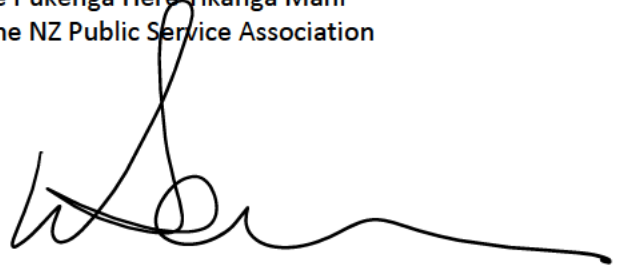
Signed for and on behalf of  
Te Tūāpapa Kura Kainga  
The Ministry of Housing and Urban  
Development



Andrew Crisp  
Chief Executive

Date: 18 April 2024

Signed for and on behalf of  
Te Pūkenga Here Tikanga Mahi  
The NZ Public Service Association



Kerry Davies  
PSA National Secretary

Date: 18 April 2024

## Appendix A – Minimum rest and meal breaks

Rest and meal break entitlements are referenced in the table below from the Employment New Zealand website as at October 2020. For the purposes of this table “work period” includes all paid and unpaid breaks.

<b>Length of employee’s work period</b>	<b>Minimum number of rest and/or meal breaks</b>	<b>If the employer and employee cannot agree to the timing of breaks, an employer must provide breaks at the following times, so far as is reasonable and practicable.</b>
<b>2.00 - 4.00 hours</b>	1 x 10 minute paid rest break	In the middle of the work period
<b>4.01 - 6.00 hours</b>	1 x 10 minute paid rest break	One-third of the way through the work period
	1 x 30 minute unpaid meal break	Two-thirds of the way through the work period
<b>6.01 - 10.00 hours</b>	1 x 10 minute paid rest break	Halfway between the start of work and the meal break
	1 x 30 minute unpaid meal break	In the middle of the work period
	1 x 10 minute paid rest break	Halfway between the meal break and the finish of the work period
<b>10.01 – 12 hours</b>	1 x 10 minute paid rest break	Halfway between the start of work and the meal break
	1 x 30 minute unpaid meal break	In the middle of the first 8 hours of work
	1 x 10 minute paid rest break	Halfway between the meal break and the end of the first 8 hours of work
	1 x 10 minute paid rest break	Halfway between the end of the first 8 hours of work and the end of the work period
<b>12.01 to 14 hours</b>	1 x 10 minute paid rest break	Halfway between the start of work and the first meal break
	First 30 minute unpaid meal break	In the middle of the first 8 hours of work
	1 x 10 minute paid rest break	Halfway between the meal break and the end of the first 8 hours of work
	1 x 10 minute paid rest break	One third of the way between the end of the first 8 hours of work and the end of the work period
	Second 30 minute unpaid meal break	Two thirds of the way between the end of the first 8 hours of work and the end of the work period
<b>14.01 to 16 hours</b>	1 x 10 minute paid rest break	Halfway between the start of work and the first meal break
	First 30 minute unpaid meal break	In the middle of the first 8 hours of work
	1 x 10 minute paid rest break	Halfway between the first meal break and the end of the first 8 hours of work
	1 x 10 minute paid rest break	Halfway between the end of the first 8 hours and the second meal break
	Second 30 minute unpaid meal break	Halfway between the end of the first 8 hours and the end of work
	1 x 10 minute paid rest break	Halfway between the second meal break and the end of work

# Appendix B – HUD Remuneration Framework Pay Bands

Step 1 of Band 12 will be suspended for the term of the Collective Agreement.

## 1 July 2024 Pay Bands

Band	12	13	14	15	16	17	18	19
Minimum	\$ 54,138	\$ 59,066	\$ 64,782	\$ 73,946	\$ 87,148	\$ 102,699	\$ 121,855	\$ 141,632
Max	\$ 66,169	\$ 72,192	\$ 79,179	\$ 90,378	\$ 106,514	\$ 125,521	\$ 148,934	\$ 173,105
Step 1	<del>54,138</del>	59,066	64,782	73,946	87,148	102,699	121,855	141,632
Step 2	57,146	62,348	67,158	76,000	89,085	104,639	123,751	143,835
Step 3	60,153	65,629	69,605	78,054	91,021	106,464	125,782	146,195
Step 4	61,657	67,270	71,980	80,108	92,958	108,404	127,677	148,399
Step 5	63,161	68,911	73,420	82,162	94,895	110,344	129,573	150,602
Step 6	64,364	70,223	74,860	83,805	96,831	112,170	131,468	152,805
Step 7	65,266	71,208	76,299	85,038	98,768	114,110	133,499	155,165
Step 8	66,169	72,192	77,379	86,270	100,220	115,707	135,395	157,369
Step 9			78,459	87,503	101,673	117,305	137,290	159,572
Step 10			79,179	88,735	103,125	118,902	139,186	161,775
Step 11				89,557	104,578	120,386	141,081	163,978
Step 12				90,378	105,546	121,755	142,841	166,024
Step 13					106,514	123,010	144,466	167,912
Step 14						124,266	145,955	169,643
Step 15						125,521	147,445	171,374
Step 16							148,934	173,105

## 1 July 2025 Pay Bands

Band	12	13	14	15	16	17	18	19
Minimum	\$ 56,304	\$ 61,429	\$ 66,726	\$ 76,164	\$ 89,763	\$ 105,780	\$ 124,292	\$ 144,464
Max	\$ 68,816	\$ 75,080	\$ 81,554	\$ 93,090	\$ 109,710	\$ 129,286	\$ 151,913	\$ 176,568
Step 1	<del>56,304</del>	61,429	66,726	76,164	89,763	105,780	124,292	144,464
Step 2	59,432	64,842	69,173	78,957	93,054	109,658	128,850	149,761
Step 3	62,560	68,254	71,693	81,834	96,445	113,655	133,545	155,219
Step 4	64,124	69,961	74,140	84,627	99,736	117,533	138,102	160,516
Step 5	65,688	71,667	75,623	86,319	101,731	119,884	140,864	163,726
Step 6	66,939	73,032	77,105	88,012	103,726	122,234	143,627	166,937
Step 7	67,877	74,056	78,588	89,705	105,720	124,585	146,389	170,147
Step 8	68,816	75,080	79,700	90,974	107,216	126,348	148,460	172,555
Step 9			80,812	92,243	108,712	128,111	150,532	174,962
Step 10			81,554	93,090	109,710	129,286	151,913	176,568

## 1 July 2026 Pay Bands

Band	12	13	14	15	16	17	18	19
Minimum	\$ 57,993	\$ 63,272	\$ 68,060	\$ 77,688	\$ 91,558	\$ 107,895	\$ 125,535	\$ 145,909
Max	\$ 70,880	\$ 77,332	\$ 83,185	\$ 94,951	\$ 111,904	\$ 131,872	\$ 153,432	\$ 178,333
Step 1	<del>57,993</del>	63,272	68,060	77,688	91,558	107,895	125,535	145,909
Step 2	61,215	66,787	70,556	80,536	94,915	111,852	130,138	151,259
Step 3	64,436	70,302	73,127	83,471	98,374	115,928	134,880	156,771
Step 4	66,047	72,060	75,623	86,319	101,731	119,884	139,483	162,121
Step 5	67,658	73,817	77,135	88,046	103,766	122,281	142,273	165,364
Step 6	68,947	75,223	78,648	89,772	105,800	124,679	145,063	168,606
Step 7	69,913	76,278	80,160	91,499	107,835	127,077	147,852	171,848
Step 8	70,880	77,332	81,294	92,793	109,361	128,875	149,945	174,280
Step 9			82,429	94,088	110,887	130,673	152,037	176,712
Step 10			83,185	94,951	111,904	131,872	153,432	178,333

# Appendix C – Gender Pay Principles

## Aim

Working environments in the state sector are free from gender-based inequalities. All employees are able to achieve their full potential regardless of their gender, and gender pay gaps are eliminated.

## History

After the PSA filed a claim against the State Services Commissioner, the Gender Pay Principles Working Group was established. It was made up of unions, state sector agencies and the Commission, and through a collaborative process it agreed the principles set out here.

## Approach

Inequities in the labour market are caused by deeply embedded views, values and practices. Change requires genuine engagement and sustainable solutions. These Principles are a living and practical set of guidelines for use by all state sector agencies. They stand alongside other initiatives to reduce and eventually eliminate these inequities. The principles of partnership, protection, and participation embodied in Te Tiriti O Waitangi will be advanced and applied in the workplace.

## Application

These principles recognise the employment cycle begins before an employee takes up their job. It includes recruitment, remuneration, training and development, career progression, leave, flexible, and part time arrangements. It also includes periods in and out of the workforce. By addressing policies, decision-making and practice at each point, agencies can make a real difference.

## Influence

While the focus of the Principles has been the core state sector, they are relevant to other sectors. The Working Group is confident the Principles have broader application.

## 1. Freedom from Bias and Discrimination Principle

Employment and pay practices are free from the effects of conscious and unconscious bias and assumptions based on gender.

### *Issue statement*

Bias and discrimination occurs at every point throughout the employment cycle. Conscious and unconscious bias impacts negatively on women's employment, pay and progression opportunities. These negative impacts are compounded when gender is combined with other factors.

### *This means:*

- Decision makers recognise and act to remove the impacts of conscious and unconscious bias
- Employees, unions and agencies actively raise awareness amongst all staff of gender stereotyping and conscious and unconscious bias
- Employees, unions and agencies jointly evaluate policies and practices to identify where and when gender bias and discrimination can occur
- Agencies take action to prevent gender bias and discrimination before it occurs
- Employees, unions and agencies pay particular attention to the compounding impacts of gender combined with other factors
- Agencies value gender diversity and prioritise active protection from discrimination
- Leaders and decision makers develop strong relationships with Māori women to reduce opportunities for bias and discrimination to occur.

## **2. Transparency and Accessibility Principle**

Employment and pay practices, pay rates and systems are transparent. Information is readily accessible and understandable.

### *Issue statement*

Transparency and accessibility is essential to the sustainable elimination of gender pay gaps. Maintaining transparent employment and pay practices is likely to prevent gender pay gaps from occurring and attract and retain a diverse and committed workforce.

### *This means*

- Pay rates and systems are transparent and easily accessible
- Gender pay gap information is audited and published annually
- Gender pay gap information is disaggregated to understand the compounding impacts when gender is combined with other factors
- Agencies publish plans for addressing gender pay gaps, ensuring that they are readily available to all employees and their unions
- Where collective agreements are negotiated, they include pay rates and pay systems that are transparent and accessible to all.
- Agencies identify where insecure work arrangements contribute to workplace gender inequalities.

## **3. Relationship between Paid and Unpaid Work Principle**

Employment and pay practices recognise and account for different patterns of labour force participation by workers who are undertaking unpaid and/or caring work.

### *Issue statement*

Women and men have different patterns of participation in the paid workforce, primarily because women spend a greater proportion of their time on unpaid and/or caring work. As a result, women are disadvantaged in areas such as pay, progression, security of employment and retirement income. When women's skills and experience are not recognised, they are underutilised and undervalued in the workforce.

### *This means*

- Employees, unions and agencies recognise that women currently undertake a greater share of unpaid and/or caring work in society which has negative impacts in the workplace
- Agencies take active steps to ensure that time out of the workforce for unpaid and/or caring work does not result in disadvantage in pay or barriers to progression
- Decision makers scope jobs and allocate work in a way that positively recognises different patterns of participation
- Skills and experience gained through unpaid and/or caring work are utilised and rewarded
- Agencies normalise flexible and part time working arrangements for all positions and employees without adversely affecting security of employment
- Employees, unions and agencies create workplace environments that support and encourage men's participation in unpaid and/or caring work.

## **4. Sustainability Principle**

Interventions and solutions are collectively developed and agreed, sustainable and enduring.

### *Issue statement*



Remedying gender inequalities and closing gender pay gaps requires continuous organisational commitment and collective engagement to achieve sustainable systemic change. Integration of the principles of the Te Tiriti o Waitangi and addressing the needs and perspectives of Māori women is essential.

*This means*

- Senior leaders make an ongoing commitment to eliminate gender inequalities and allocate budget and resources accordingly
- Employees, unions and agencies jointly set explicit goals and timeframes to eliminate gender pay gaps
- Agencies collect, analyse and monitor data to identify all the factors that contribute to their gender pay gaps
- Interventions and solutions are informed by data and best practice
- Employees, unions and agencies jointly monitor, evaluate and adapt plans to ensure equitable outcomes are sustained
- The application of the Te Tiriti o Waitangi and its principles is adapted to new and changing circumstances
- Agencies undertake specific planning and resourcing to achieve equitable outcomes for Māori women
- Collective and/or individual agreements are key mechanisms for ensuring that changes are sustained
- Agencies consider how these Principles apply to all employment arrangements, including contractors.

## **5. Participation and Engagement Principle**

Employees, their unions and agencies work collaboratively to achieve mutually agreed outcomes.

*Issue statement*

Employees, their unions and agencies have a shared interest in achieving sustainable outcomes and cultural change. Effective participation and engagement in a high trust environment promotes organisational performance. Inclusive processes support social, cultural, environmental and spiritual wellbeing. Collective ownership of solutions is achieved through effective communications and genuine input.

*This means*

- Genuine input is sought from the design phase and throughout the process
- Employees, unions and agencies jointly develop, implement, monitor and evaluate plans to address gender pay gaps
- Employees, unions and agencies use collaborative processes, including collective bargaining, to agree and implement plans
- Employees can see their experiences and voices reflected in decision-making
- Agencies actively engage with women in a way that is inclusive and recognises their diversity