



Mana Tohu Mātauranga o Aotearoa
New Zealand Qualifications Authority



**NEW ZEALAND QUALIFICATIONS AUTHORITY
MANA TOHU MĀTAURANGA O AOTEAROA**

&

**THE NEW ZEALAND PUBLIC SERVICE
ASSOCIATION INCORPORATED
TE PUKENGA HERE TIKANGA MAHI**

**COLLECTIVE EMPLOYMENT AGREEMENT
TE WHAKAAETANGA
WHAKAWHIWHI MAHI-Ā-RŌPŪ**

1 December 2022 – 30 November 2024

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**NEW ZEALAND QUALIFICATIONS AUTHORITY &
NEW ZEALAND PUBLIC SERVICE ASSOCIATION INC.
COLLECTIVE EMPLOYMENT AGREEMENT
2022 - 2024**

**1 COLLECTIVE EMPLOYMENT AGREEMENT - TE WHAKAAETANGA
WHAKAWHIWHI MAHI Ā-RŌPŪ**

1.1 Parties – Ngā rōpū

1.1.1 The following are terms of the Collective Employment Agreement (“Agreement”) between the Chief Executive of the New Zealand Qualifications Authority: Mana Tohu Mātauranga o Aotearoa (NZQA) and the New Zealand Public Service Association: Te Pukenga Here Tikanga Mahi Incorporated (PSA) made under the Employment Relations Act 2000.

1.2 Term of the Agreement - Te roanga

1.2.1 This Agreement comes into force on 1 December 2022 and shall expire on 30 November 2024.

1.3 Coverage of the Agreement - Te hōkaitanga

1.3.1 The terms and conditions of this Agreement shall apply to all permanent and fixed term employees of the NZQA, or its successors and agencies, who are or become members of the PSA, with the exception of:

- the Chief Executive (CE)
- Deputy Chief Executives (DCEs)
- EAs to the DCEs
- Chief Financial Officer
- Chief Information Officer
- All positions in the People & Capability team
- Principal Communications Advisor
- Chief Legal Advisor
- Chief Advisor to the Chief Executive
- Chief Advisor Pasifika
- Executive Assistant to the Chief Executive
- any direct reports to the CE
- and any other position formally appointed to the Strategic Leadership Team (SLT) by the CE.

1.3.2 The CE will inform the PSA of any additional appointments made to the SLT, or of any existing positions removed from it.

1.3.3 Clauses not applicable to Fixed Term employees:

- 5.7 Retirement
- 8 Recognition of Prior Service (unless term is 12 months or longer)
- 9.11 Long Service Leave

- 11.12 Redundancy Compensation

1.4 New Employees - Ngā kaimahi hou

- 1.4.1 The terms and conditions of this Agreement shall apply to all new employees of NZQA in accordance with clause 1.3.1.
- 1.4.2 New employees shall be advised where an electronic copy of the Agreement can be found and shall be given a PSA information pack containing contact details of PSA delegates.
- 1.4.3 NZQA shall provide to the PSA names and contact details of all employees (within coverage of this agreement) that have been appointed, provided the employees have given permission to do so by completing the PSA consent to advise form (such permission will be sought by NZQA upon commencement). This information will be provided as soon as practicable.

1.5 Variations to this Agreement - Ngā tangongitanga

- 1.5.1 The parties to this Agreement may agree to vary any of its terms, during the term of the Agreement, provided:
- a. That the proposed variation is ratified by a majority of the union members who would be directly affected by the variation;
 - b. The CE of NZQA ratifies the proposed variation; and
 - c. Both parties sign a written agreement outlining the variation.

1.6 Savings - Ngā tahua moni

- 1.6.1 Unless specifically agreed elsewhere in the Agreement nothing in this Agreement shall operate so as to reduce the terms and conditions. The terms and conditions of this Agreement shall be applied as minimum terms and conditions for those covered by the Agreement.

2 DEFINITIONS - NGĀ TAUTUHINGA

2.1 Definitions - Ngā tautuhinga

"NZQA"	The Crown Entity called The New Zealand Qualifications Authority.
"Fixed Term"	Fixed Term Employment as defined under Section 66 of the Employment Relations Act 2000.
"PSA"	The New Zealand Public Service Association Incorporated.
"Employer"	The Chief Executive of the New Zealand Qualifications Authority or the manager with applicable delegation. Note: these delegations are amended from time to time. Current delegations are available on the NZQA intranet.
"Employee"	Means a person employed on a permanent basis, whether on a full-time or a part-time basis, or a person employed on a fixed term basis.
"Manager"	Means an employee with the designation of Business Unit Manager or with the budgetary responsibility for an area of work.

2.2 For Hours of Work - Ngā hāora mahi

"Day"	Means the period from midnight to the next succeeding midnight.
"Week"	Means the seven days commencing midnight Sunday/Monday.
"Duty"	Means the period of service required to be given during any one period of 24 hours.

2.3 For Leave Purposes - Ngā take whakamatuatanga

"Day"	The number of hours an employee usually works on the day concerned.
"Last Day of Duty"	Means the last day actually worked before an employee proceeds on leave, resigns or retires.
"Last Day of Pay"	Means the last day that the employee was or will be paid, irrespective of the last day of duty.
"Week"	5 working days in the case of an employee who usually works 5 days in each week; or the number of actual days usually worked per week in the case of an employee who works less than full-time hours.

3 WORKING CONSTRUCTIVELY TOGETHER - TE MAHI NGĀTAHI

3.1 Parties to this Agreement - Ngā rōpū a te whakaaetanga nei

3.1.1 The parties to this Agreement acknowledge the need for a cooperative and inclusive approach to workplace issues and recognise that common interests exist. In doing so the PSA recognises and respects the right of NZQA to manage the business. NZQA recognises and respects the right of the PSA to advocate on behalf of its members.

3.2 Working Constructively Together - Te mahi ngātahi

3.2.1 The parties will base their relationship on the principles of good faith and during the term of this Agreement, they mutually commit to:

- a. The principles of being a good employer as per the Crown Entities Act 2004;
- b. Maintaining open communication, including regular monthly meetings by agreement, at the initiation of either party;
- c. Seeking PSA and staff input into strategic issues affecting staff where and as appropriate;
- d. Enabling employees to collectively participate in the management of their workplaces to the extent possible while, in the public service, recognising the CE's ultimate responsibility for management under the Crown Entities Act 2004 and other enabling legislation;
- e. Creating the basis and procedures for decisions on NZQA's future and capacity;
- f. Maintaining harmonious industrial relations;
- g. The provision of quality services to all NZQA stakeholder groups in line with Government policy and intent;
- h. Implementing equality of employment opportunity with due regard to the Crown Entities Act 2004 and the Human Rights Act 1993;
- i. The provision of a healthy and safe working environment in accordance with all relevant legislation and codes of practice; and
- j. Consulting with staff when considering the implementation of new technology which has a significant impact on employees' working environment.

3.3 Recognition - Te tautohutanga

3.3.1 Subject to the Employment Relations Act 2000, NZQA agrees to recognise the PSA as the union for the employees covered by this Agreement.

3.4 Deductions - Ngā tangohanga

3.4.1 NZQA undertakes to provide for the continued collection of union subscriptions by automatic deduction from wages/salaries, when authorised in writing by members.

3.5 Right of Entry for PSA Representative - Te mana whakauru a te māngai PSA

3.5.1 A representative of the PSA shall be entitled to enter the workplace at any reasonable time for purposes related to the employment of members and / or union business at NZQA subject to the conditions outlined below:

- a. they shall exercise the right of access in a reasonable way; and
- b. they shall have regard to normal business operations in the workplace; and

- c. they shall comply with existing procedures in regard to health & safety and security.

3.5.2 Subject to the above conditions being met this shall constitute NZQA's consent in terms of Section 20A of the Employment Relations Act 2000.

3.6 Union Information - Ngā kōrero a te Uniana

3.6.1 NZQA shall at intervals of not less than 6 months, provide on request from the PSA, a list of all employees for whom PSA subscriptions are being deducted showing name, designation and location.

3.7 Employment Relations Education Leave - Te whakamatuatanga mātauranga ā-ture

3.7.1 PSA members are entitled to Employment Relations Education Leave in accordance with the provisions of the Employment Relations Act 2000.

Full-time equivalent eligible employees as at the 30th day before the specified date in a year	Maximum number of days of employment relations education leave that union entitled to allocate
1-5	3
6-50	5
51-280	1 day for every 8 full-time equivalent eligible employees or part of that number
281 or more	35 days plus 5 days for every 100 full-time equivalent eligible employees or part of that number that exceeds 280

3.8 Paid Union Meetings - Ngā hui Uniana

3.8.1 PSA members are entitled to attend, on ordinary pay, at least 2 union meetings each, of a maximum of 2 hours duration in each calendar year. The PSA shall give NZQA at least 14 days' notice of the date and time of any paid union meeting.

3.8.2 The PSA shall make arrangements with NZQA for NZQA's operation to continue while the meeting is in progress.

3.8.3 Paid leave to attend meetings only applies to PSA members who actually attend such meetings. Where requested, the PSA shall supply NZQA with a list of names of union members who attended the meeting and the time at which the meeting finished.

3.8.4 NZQA and the PSA may agree additional allocations of time for paid union meetings.

3.9 Delegates & Protocol – Te kawa o ngā māngai

3.9.1 NZQA acknowledges that PSA Convenor(s) and delegates have a valuable role in the workplace.

3.9.2 The parties have agreed to a Protocol for Public Service Association Delegates within NZQA which is available on NZQA's intranet.

3.10 PSA Health & Safety Representative – Te māngai hauora o PSA

3.10.1 The PSA will be entitled to at least one representative on NZQA's Health, Safety and Wellbeing Committee.

3.11 PSA Allowance – Te Tahua PSA

- 3.11.1 Employees who are members of the PSA are entitled to a taxable allowance of \$100 per quarter.

4 HOURS OF WORK AND RELATED PROVISIONS - NGĀ HAORA MAHI ME NGĀ RATONGA TIKA

4.1 Hours of Work - Ngā haora mahi

- 4.1.1 Subject to clause 4.2.1, Section 9 (Holiday and Leave Provisions) and to the conditions set out below, forty hours per week are to be worked. The standard hours of work are 8:00am to 5:00pm, Monday to Friday. To provide for flexibility while ensuring operational requirements are met hours of work may be worked between 7:00am to 7:00pm Monday to Friday inclusive.
- 4.1.2 Proposals for changes to standard hours of work may be initiated by an individual employee, a team or a manager. Any changes to standard hours of work need to be agreed by the parties and are subject to review to ensure they continue to meet the needs of the parties.
- 4.1.3 Employees' hours of work may be reduced by agreement. In the case of full-time employees, approval to reduce hours of work may be granted for periods of up to 12 months at a time.
- 4.1.4 Employees working in the Administration Services team shall work 8 hours per day between 7.30am and 5.00pm on a roster to ensure that the team is accessible to NZQA between those hours from Monday to Friday.

4.2 Flexible Working - Te mahi raungāwari

- 4.2.1 Employees should, wherever possible, be enabled to work flexibly in accordance with NZQA's Flexible Working Practices policy. NZQA's Flexible Working Practices policy includes provisions for:

- Requests made pursuant to the Employment Relations Act 2000
- Flexibility around start and finish times
- Alterations to working hours
- Working from home (ad-hoc)
- Working from home (regular)
- Compressed work week
- Job-sharing

This list is not exhaustive and employee proposals for other reasonable alternatives may be considered when proposed.

Employees who work flexible hours may be required to record one or more of the following:

- a. daily starting and finishing times;
- b. number of hours worked, either daily or cumulatively;
- c. particulars of absences such as leave.

- 4.2.2 Employees experiencing domestic violence are entitled to request flexible working arrangements under the provisions of the Employment Relations Act 2000. Further details can be found in NZQA's Domestic Violence Policy.

4.3 Rest and Meal Breaks - Ngā wā whakatā me ngā paramanawa

- 4.3.1 Full-time employees are entitled to two paid rest breaks of ten minutes each and one unpaid meal break of not less than half an hour per day.
- 4.3.2 Part-time employees are entitled paid rest break(s) dependant on the number of hours worked as detailed in the Employment Relations Act 2000.

4.3.3 Breaks are to be taken at such times as agreed between the employee and their manager and spread evenly throughout the work period where reasonable and practicable. The timing of these breaks should take into account operational needs, the needs of both customers and clients, and the requirements for health, safety and wellbeing.

4.4 Time off in Lieu of Overtime (TOIL) and Paid Overtime - Ngā hāora mahi kua tāpirihia (Toil) me ngā haora mahi kua whai utu

4.4.1 Time off in Lieu of overtime (TOIL)

When employees work longer than their normal hours, they can by agreement with their manager, take equivalent time off. Equivalent time off or TOIL will be granted on the basis of one hour off for one hour worked. TOIL is to be booked within 3 months and used for the purposes of leave in accordance with NZQA TOIL policy. Following a discussion with the employee, should NZQA at its discretion pay all or part of an employee's TOIL entitlement in accordance with the TOIL policy, payment will be made at ordinary time on the basis of one hour worked one hour paid.

4.4.2 Eligibility for Payment of Overtime

Employees in receipt of salary up to the mid-point of NZQA Salary Grade S2 (including higher duties allowance) are eligible for overtime payments.

4.4.3 Monday – Friday

- a. All hours worked by employees (either full-time or part-time) after completing 8 hours at ordinary time rate for the day (or such reduced hours as NZQA may authorise) are overtime.
- b. Overtime hours worked may not be counted towards flexible time or ordinary hours worked, and employees may be required to eliminate any working time debit within the limits of flexible working time before becoming eligible for payment of overtime.

4.4.4 Saturday, Sunday or Public Holiday

Employees will not normally be required to work on Saturday, Sunday or on public holidays but all time worked is overtime.

4.4.5 NZQA Holidays

All hours worked after completing 8 hours at ordinary time rate on a NZQA Holiday are paid overtime as per the Overtime Rates in 4.4.6.

4.4.6 Overtime Rates

Overtime rates as set out below shall apply to such work providing the work has been properly authorised.

- a. For calculating overtime salary or wages are deemed to include higher duties allowance.
- b. Overtime shall be paid at the rate of time and a half (T1.5), except that a payment at double time (T2) shall be paid for all overtime worked as follows:
 - i. between 10.00pm and 6.00am;
 - ii. when more than 11 hours worked on any one weekday (Monday to Friday);
 - iii. after a total of 3 hours worked on a weekend (a weekend consisting of Saturday and Sunday);
 - iv. on all hours worked on a public holiday; and

- v. on the day on which daylight saving ceases, any additional time worked because of the alteration of clocks back by one hour.
- c. An employee required to work overtime on a Saturday, Sunday or public holiday shall be paid for a minimum of three hours at the applicable rate.
- d. An employee who has been directed to work at least two hours' overtime after a break of at least half an hour, and who has had to buy a meal, shall be paid a meal allowance of \$16.00.

4.4.7 Call Back

An employee shall be paid for a minimum of three hours at the applicable rate where they:

- a. are called back to work after completing their day's work and they have left their place of employment; or
- b. are called back before their usual time of starting work and do not continue working until such normal starting time, except that:
 - i. Call back commencing and finishing within the minimum period covered by an earlier call back shall not be paid for.
 - ii. Where a call back commences before and continues beyond the end of a minimum period for a previous call back payment shall be made as if the employee had worked continuously from the beginning of the previous call back to the end of the later call back

4.4.8 Information Services Memorandum of Understanding

The purpose of the Memorandum of Understand (MOU) is to formalise the custom and practice relating to the overtime provision for the Business Analysis, Client Services, Development and Systems teams of the Information Services unit. The MOU provides for an addendum to the Collective Agreement. Any changes to the MOU would be subject to ratification by the PSA members in Business Analysis, Client Services, Development and Systems teams of the Information Services unit.

4.5 Time off for Working on a NZQA or Public Holiday - Ngā hāora mahi kua tāpirihia i ngā rā hararei me ngā rā mahi o NZQA

4.5.1 Every employee shall be entitled to time off for working on a public or NZQA holiday as follows:

- a. NZQA holiday - a day off in lieu of the ordinary hours worked before overtime payments commence after 8 hours worked shall be granted; and
- b. Public holidays - when working overtime employees will receive T2 overtime for the hours worked and an alternative day off.

4.6 Minimum Breaks - Ngā wā moko

4.6.1 A break of at least nine continuous hours must be taken wherever possible between any two periods of duty. Periods include:

- a. Periods of normal rostered work; or
- b. Periods of overtime that are continuous with a period of normal rostered work; or
- c. Full shifts of overtime/call back duty.

- 4.6.2 If a break of at least nine continuous hours cannot be taken the duty is to be regarded as continuous until a break of at least nine continuous hours is taken and it shall be paid at overtime rates.
- 4.6.3 This requirement to provide a break wherever possible applies whether or not any additional penalty payment will apply under these provisions.
- 4.6.4 The penalty payment provisions of this clause will not apply in any case where the result would give an employee a lesser payment than they would otherwise receive.
- 4.6.5 Time spent off duty during ordinary hours solely to obtain a nine-hour break shall be paid at ordinary time rates. Any absence after the ninth continuous hour of such a break, if it occurs in ordinary time, shall be treated as a normal absence from duty.
- 4.6.6 If a call back of less than a full shift is worked between two periods of duty of a full shift or more, a break of nine continuous hours must be provided either before or after the call back. If such a break has been provided before the call back it does not have to be provided afterwards as well.

5 TERMS OF EMPLOYMENT - NGĀ HERENGA O TE MAHI

5.1 Misconduct - Ngā mahi heahea

5.1.1 When dealing with disciplinary matters:

- a. The employee must be advised of the specific matter(s) causing concern and a reasonable opportunity provided for the employee to state any reasons or explanations.
- b. The employee must be advised of their right to request representation and / or union assistance at any stage.
- c. The employee must be advised of the corrective action required to amend their conduct and given a reasonable opportunity to do so.
- d. Before any substantive disciplinary action is taken, an appropriate investigation is to be undertaken by management.
- e. If the offence is sufficiently serious an employee may be placed on suspension pending an investigation under (d).
- f. Depending upon the seriousness of the misconduct an oral warning should usually precede a written warning.
- g. The results of any disciplinary action will be recorded on the employee's personal file.

5.2 Employment Relationship Problems - Ngā raruraru o te hono kaimahi

5.2.1 An employee who has an Employment Relationship Problem should refer to Appendix 1.

5.3 Service as a Fixed Term Employee - Ngā mahi a te kaimahi kaupeka

5.3.1 A fixed term employee who becomes a permanent employee within four weeks of the expiry of the fixed term shall have the period of fixed term employment considered service for all purposes under this agreement.

5.4 Notice of Termination - Te pāoho whakaotinga mahi

5.4.1 One month's notice of termination of employment shall be given by either party unless varied by agreement.

5.4.2 In the case of serious misconduct the CE may dismiss any employee with a lesser period of notice than specified above.

5.4.3 These periods of notice of termination do not apply when surplus staffing provisions are applied (Section 11, Management of Change/Surplus Staffing Provisions).

5.5 Abandonment of Employment - Te whakarerea mahi

5.5.1 If an employee is absent from work without notification to his/her manager for more than three consecutive working days, that employee may be deemed to have abandoned his/her employment. The Chief People Officer will assist the manager to make every reasonable effort to contact the employee, including (amongst other means) sending correspondence to the employee's last known residential address (copied to the PSA) advising them of possible termination of employment.

5.6 Medical Retirement – Te rihaina ā-turoro

- 5.6.1 Rehabilitation is regarded as an integral part of the process for dealing with injury or illness and it is recognised that rehabilitation should start as soon as possible following injury or illness. In consultation with treating practitioners, every effort will be made to help employees to return to meaningful and productive work. At the discretion of the employer an employee suffering from an injury may be required to return to work to undertake alternative duties (whether on fulltime or part time) as are available and as are reasonably within their capabilities and level of fitness as determined after consultation with a registered medical practitioner.
- 5.6.2 When undertaking action under this clause, the employer will follow procedures of natural justice. Consideration will be given to the nature of the employee's position, their ability to safely undertake the requirements of the position, and their existing sick leave entitlement. Options such as rehabilitation, redeployment, and reduced hours will also be considered prior to making a decision regarding termination of employment on the grounds of medical incapacity.
- 5.6.3 The employer may terminate the employment of the employee on medical grounds whereby.
- the employee becomes incapacitated and unable to work due to injury or long-term illness. For the purposes of this clause, incapacity for three consecutive months or for an aggregate period of six in any 12-month period shall be deemed to be incapacity; and/or
 - On receipt of the advice of two registered medical practitioners (one chosen by the employer and one chosen by the employee), NZQA is of the opinion that the employee is unable to undertake the duties of the position as a result of physical or mental illness or injury.
- 5.6.4 If the decision is to terminate the employment on medical grounds is made, the employee will receive 65 days' pay.

5.7 Retirement - Te rihainatanga

- 5.7.1 No employee shall be required to retire on the grounds of age.
- 5.7.2 When an employee wishes to retire, various options may be explored including reducing hours and job sharing and taking into account the operational needs of NZQA.

6 PERFORMANCE AND DEVELOPMENT - TE MAHI ME TE WHAKAWHANAKE

6.1 Performance and Development – Te mahi me te whakawhanake

Employees and their line managers should meet regularly. These conversations could cover:

- Acknowledgement and recognition of the employee's success.
- The employee's progress against goals and priorities.
- The employee's development goals.
- The employee's career and growth aspirations.
- Identifying what is required to support the employee.

6.2 Personal Development - Te whakawhanake whaiaro

6.2.1 Paid time and/or payment of fees may be granted for employees at the discretion of NZQA.

6.3 Time to Attend Conference and Conventions- Whakamatuatanga ā-hui taurima

6.3.1 Paid time may be granted for employees to attend conferences and conventions where the attendance:

- a. will benefit both NZQA and the employee
- b. is at the convivence of NZQA and has been approved in advance

6.4 Professional Development- Te whakangungu

6.4.1 NZQA is committed to ongoing professional development for their employees, and that this is delivered in a fair and equitable manner.

7 REMUNERATION - TE TAIUTUTANGA

7.1 Policy - Te kaupapahere

7.1.1 The remuneration policy is detailed in the "Remuneration System Policy" document which is accessible via Puna. This policy has been designed by NZQA in collaboration with the PSA and cannot be altered except by agreement between the parties.

7.2 Principles - Ngā Mātāpono

7.2.1 NZQA and the PSA are committed to working together to ensure the remuneration approach within NZQA meets the following key principles:

- a. Recruitment and Retention – enhances NZQA's ability to recruit and retain high quality employees, taking into account internal and external relativities
- b. Employees and Union Participation – allows for staff and PSA involvement in its design, monitoring and implementation
- c. Consistency, Equity and Transparency – ensure equal pay for work of equal value to NZQA, being applied to all employees and understood by them
- d. Affordability and Sustainability – is robust enough to be applied long term, and realistic enough to be affordable now and in the future
- e. Flexibility – enables employees to be rewarded in ways other than through base pay increases
- f. Skills and Performance Recognition – recognises performance and the value of skills related to the role
- g. Personal and Professional Development - encourages employees towards personal and professional development that will assist NZQA to meet its goals.

7.3 Gender and Ethnic Pay Principles – Ngā uara pūtea mō te ira tangata me te mātāwaka

7.3.1 The PSA and NZQA recognise that gender and ethnic bias and discrimination can occur at every point throughout the employment cycle. This can be as a result of deeply embedded views, values and practices.

7.3.2 The PSA and NZQA are committed to achieving a working environment that is free of gender and ethnic based inequalities and discrimination where all employees can achieve their full potential. This work will be undertaken in partnership to identify strategies, actions, timeframes and targets.

7.3.3 The PSA and NZQA will work to embed Kia Toipoto (the Public Service Action Plan) to address systems, behaviours, actions and attitudes that may have contributed to gender and ethnic inequality and/or a gender or ethnic pay gap.

7.4 Job Evaluation

7.4.1 A PSA representative will be trained in the job evaluation methodology that NZQA uses.

7.4.2 That PSA representative will be involved in any formal job evaluation completed by NZQA, providing that the position being evaluated is under coverage of this agreement.

7.5 Remuneration on Appointment

7.5.1 Employees on appointment will receive remuneration that is reflective of both internal and external relativities. This will ordinarily be achieved by placement at not less than point A of the relevant salary grade.

7.5.2 When an employee is paid a Higher Duties Allowance as prescribed by clause 10.1 and is subsequently permanently appointed to that higher position, the date of the appointment to that position may be backdated to the date that the higher duties were taken up.

7.6 Superannuation

7.6.1 KiwiSaver

While an employee is a contributing member of KiwiSaver, NZQA will make employer contributions in line with the requirements of the KiwiSaver Act 2006. NZQA's employer contribution is in addition to an employee's base salary and is subject to employer superannuation contribution tax.

7.6.2 Government Superannuation Fund

Employees who are members of the Government Superannuation Fund (GSF) prior to joining NZQA may, subject to GSF's approval, be able continue their membership pursuant to the Government Superannuation Fund Act 1956.

7.7 Salary Grades

7.7.1 Salary Grades for 1 December 2022 to 30 November 2023

Salary Grade Ranges for Positions (Other than IT Positions)

NZQA Grade	Bottom of Range	A	B	C	Midpoint for 2022/23	Top of Range
S1	\$ 47,656	\$ 50,224	\$ 52,022	\$ 53,562	\$ 55,360	\$ 63,064
S2	\$ 52,531	\$ 55,386	\$ 57,384	\$ 59,097	\$ 61,095	\$ 69,659
S3	\$ 56,993	\$ 60,111	\$ 62,293	\$ 64,163	\$ 66,345	\$ 75,697
S4	\$ 62,790	\$ 66,249	\$ 68,669	\$ 70,744	\$ 73,165	\$ 83,540
S5	\$ 68,587	\$ 72,387	\$ 75,046	\$ 77,326	\$ 79,985	\$ 91,383
S6	\$ 75,200	\$ 79,389	\$ 82,320	\$ 84,833	\$ 87,765	\$100,330
S7	\$ 83,063	\$ 87,714	\$ 90,969	\$ 93,759	\$ 97,015	\$110,967
S8	\$ 88,762	\$ 93,748	\$ 97,238	\$100,230	\$103,720	\$118,678
M1	\$ 94,844	\$100,188	\$103,928	\$107,134	\$110,875	\$126,906
M2	\$107,194	\$113,265	\$117,514	\$121,156	\$125,405	\$143,616
M3	\$120,803	\$127,674	\$132,483	\$136,605	\$141,415	\$162,027
M4	\$130,297	\$137,727	\$142,927	\$147,385	\$152,585	\$174,873
M5	\$140,973	\$149,031	\$154,671	\$159,505	\$165,145	\$189,317
M6	\$148,330	\$156,820	\$162,763	\$167,857	\$173,800	\$199,270

Salary Grade Ranges for IT Positions

NZQA Grade	Bottom of Range	A	B	C	Midpoint for 2022/23	Top of Range
S1-IS	\$ 52,042	\$ 54,868	\$ 56,846	\$ 58,542	\$ 60,520	\$ 68,998
S2-IS	\$ 54,862	\$ 57,854	\$ 59,949	\$ 61,744	\$ 63,838	\$ 72,814
S3-IS	\$ 58,438	\$ 61,641	\$ 63,882	\$ 65,803	\$ 68,045	\$ 77,652
S4-IS	\$ 65,549	\$ 69,169	\$ 71,703	\$ 73,876	\$ 76,410	\$ 87,272
S5-IS	\$ 69,301	\$ 73,143	\$ 75,831	\$ 78,136	\$ 80,825	\$ 92,349
S6-IS	\$ 76,110	\$ 80,352	\$ 83,321	\$ 85,866	\$ 88,835	\$ 101,560
S7-IS	\$ 83,501	\$ 88,177	\$ 91,451	\$ 94,256	\$ 97,530	\$ 111,560
S8-IS	\$ 87,615	\$ 92,533	\$ 95,976	\$ 98,927	\$ 102,370	\$ 117,126
M1-IS	\$ 92,553	\$ 97,762	\$ 101,408	\$ 104,534	\$ 108,180	\$ 123,807
M2-IS	\$ 111,614	\$ 117,945	\$ 122,376	\$ 126,174	\$ 130,605	\$ 149,596
M3-IS	\$ 120,208	\$ 127,044	\$ 131,829	\$ 135,930	\$ 140,715	\$ 161,222
M4-IS	\$ 130,463	\$ 137,902	\$ 143,109	\$ 147,573	\$ 152,780	\$ 175,097
M5-IS	\$ 140,213	\$ 148,225	\$ 153,834	\$ 158,641	\$ 164,250	\$ 188,288
M6-IS	\$ 146,218	\$ 154,584	\$ 160,440	\$ 165,459	\$ 171,315	\$ 196,412

7.7.2 Salary Grades for 1 December 2023 to 30 November 2024

Salary Grade Ranges for Positions (Other than IT Positions)

NZQA Grade	Bottom of Range	A	B	C	Midpoint for 2023/24	Top of Range
S1	\$ 49,656	\$ 52,224	\$ 54,022	\$ 55,562	\$ 57,360	\$ 65,064
S2	\$ 54,531	\$ 57,386	\$ 59,384	\$ 61,097	\$ 63,095	\$ 71,749
S3	\$ 58,993	\$ 62,111	\$ 64,293	\$ 66,163	\$ 68,345	\$ 77,968
S4	\$ 64,790	\$ 68,249	\$ 70,729	\$ 72,866	\$ 75,360	\$ 86,046
S5	\$ 70,645	\$ 74,559	\$ 77,297	\$ 79,646	\$ 82,385	\$ 94,124
S6	\$ 77,456	\$ 81,771	\$ 84,790	\$ 87,378	\$ 90,398	\$103,340
S7	\$ 85,555	\$ 90,345	\$ 93,698	\$ 96,572	\$ 99,925	\$114,296
S8	\$ 91,425	\$ 96,560	\$100,155	\$103,237	\$106,832	\$122,238
M1	\$ 97,689	\$103,194	\$107,046	\$110,348	\$114,201	\$130,713
M2	\$ 110,410	\$116,663	\$121,039	\$124,791	\$129,167	\$147,924
M3	\$ 124,427	\$131,504	\$136,457	\$140,703	\$145,657	\$166,888
M4	\$ 134,206	\$141,859	\$147,215	\$151,807	\$157,163	\$180,119
M5	\$ 145,202	\$153,502	\$159,311	\$164,290	\$170,099	\$194,717
M6	\$ 152,780	\$161,525	\$167,646	\$172,893	\$179,014	\$204,670

Salary Grade Ranges for IT Positions

NZQA Grade	Bottom of Range	A	B	C	Midpoint for 2023/24	Top of Range
S1-IS	\$ 54,042	\$ 56,868	\$ 58,846	\$ 60,542	\$ 62,520	\$ 71,068
S2-IS	\$ 56,862	\$ 59,854	\$ 61,949	\$ 63,744	\$ 65,838	\$ 74,998
S3-IS	\$ 60,438	\$ 63,641	\$ 65,882	\$ 67,803	\$ 70,086	\$ 79,982
S4-IS	\$ 67,549	\$ 71,244	\$ 73,854	\$ 76,092	\$ 78,702	\$ 89,890
S5-IS	\$ 71,380	\$ 75,337	\$ 78,106	\$ 80,480	\$ 83,250	\$ 95,119
S6-IS	\$ 78,393	\$ 82,763	\$ 85,821	\$ 88,442	\$ 91,500	\$ 104,607
S7-IS	\$ 86,006	\$ 90,822	\$ 94,195	\$ 97,084	\$ 100,456	\$ 114,907
S8-IS	\$ 90,243	\$ 95,309	\$ 98,855	\$ 101,895	\$ 105,441	\$ 120,640
M1-IS	\$ 95,330	\$ 100,695	\$ 104,450	\$ 107,670	\$ 111,425	\$ 127,521
M2-IS	\$ 114,962	\$ 121,483	\$ 126,047	\$ 129,959	\$ 134,523	\$ 154,084
M3-IS	\$ 123,814	\$ 130,855	\$ 135,784	\$ 140,008	\$ 144,936	\$ 166,059
M4-IS	\$ 134,377	\$ 142,039	\$ 147,402	\$ 152,000	\$ 157,363	\$ 180,350
M5-IS	\$ 144,419	\$ 152,672	\$ 158,449	\$ 163,400	\$ 169,178	\$ 193,688
M6-IS	\$ 150,605	\$ 159,222	\$ 165,253	\$ 170,423	\$ 176,454	\$ 201,812

7.7.3 Publication of Salary Grades

Salary grades will be made available to employees and published on Puna. The information published will include:

- a. the salary grade, including the lower, middle, and upper point
- b. a list of positions within that grade.

7.8 Remuneration Movements – Ngā arotakenga ā-pūtea

7.8.1 Remuneration movements as set out in clause 7.7 reflect the Public Sector Pay Adjustment (PSPA) and are effective on 1 December 2022 and 1 December 2023 as follows:

- a. \$4,000 movement effective 1 December 2022
- b. The greater of \$2000 or 3% increase to base salary (up to a salary cap of \$180,000) movement effective 1 December 2023. This means people on salaries over \$180,000, receive increases at the same level as those on \$180,000.

7.8.2 The remuneration of employees appointed below the midpoint of the salary grade for their position will be reviewed at the anniversary date of their appointment to their position. It is expected that an employee will reach the midpoint of the range by completion of three years' service in that position. Unless on a Performance Improvement Plan, an employee will move onto the following steps of their salary grade:

- Point B of the range
- Point C of the range
- Midpoint of the range.

7.9 Payment of Salaries and Wages

- 7.9.1 Salaries and wages shall be paid fortnightly by direct credit to a bank account on receipt of the appropriate written authority from an employee.
- 7.9.2 In the event of a direct credit not being able to be actioned, the amount of salary due to the employee shall be paid direct to the employee by cash cheque.
- 7.9.3 NZQA shall provide employees with written advice of the gross pay and deductions made each time either is altered.
- 7.9.4 Part-time employees shall be paid on a pro-rata basis. However, reimbursing allowances shall be paid at the full rate.

7.10 Deductions from Salary and Wages

- 7.10.1 NZQA shall be entitled to make a deduction from the salary or wages of an employee:
- pursuant to the Wages Protection Act 1983,
 - at the employee's written request,
 - if instructed to make a deduction in order to comply with relevant legislation e.g. Income Tax Act 2007,
 - if instructed to do so by court order.

7.11 Calculation of Annual Holiday Pay

- 7.11.1 Employees are entitled to annual holiday pay calculated in accordance with the provisions of the Holidays Act 2003. This rate is the greater of:
- the employee's ordinary weekly pay as at the beginning of the annual holiday, or
 - the employee's average weekly earnings for the 12 months immediately before the end of the last pay period before the annual holiday.

7.12 Payment for Annual Holidays

- 7.12.1 NZQA and employees agree that employees are to be paid in the pay that relates to the period during which the holiday is taken. However if an employee requests that holiday pay is paid before the holiday is taken, NZQA will comply with that request.

8 RECOGNITION OF PRIOR SERVICE - TE WHAKANUI I NGĀ RATONGA O MUA

8.1 Recognition of Prior Service - Te whakanui i ngā ratonga o mua

8.1.1 All permanent staff and fixed term staff (with a term of 12 months or longer) joining NZQA shall have previous service with the:

- Education Service;
- Crown owned education enterprises;
- Ministry of Education;
- Tertiary Education Commission;
- Education Review Office;
- University Grants Committee, Trades Certification Board, and Authority for Advanced Vocational Awards; and
- Other Departments of the Public Service as defined in the 2nd Schedule of the Public Service Act 2020 and any subsequent amendments to it,

recognised for the purposes of annual leave, sick leave, and for redundancy purposes in accordance with the table set out below provided it did not end with the employee accepting severance or enhanced early retirement under any restructuring or surplus staffing provisions.

Type of Service		Type of Leave Service Can be Credited For
1	Service is of at least 12 months in duration and ended within 5 years of the date of current appointment to NZQA, or within 5 years of the start of the latest period of current continuous service and/or	Annual leave & Sick leave
2	Service is continuous, i.e. a break of one month or less has been had between ceasing and commencing duties	Redundancy

8.1.2 NZQA may recognise service with other previous Public Sector employers, other than those listed at clause 8.1, and voluntary service, subject to its relevance to, and at the sole discretion of NZQA.

8.1.3 Where an employee applies to have previous service recognised, they will be required to provide a Certificate of Service or other form of evidence acceptable to NZQA, from previous employers to justify service recognition.

8.1.4 The certificate of service should provide details of any sick leave balance with the previous employer. The maximum sick leave that can be recognised from previous service is 60 days.

8.1.5 Service that has been formally credited for annual leave, sick leave and / or long service leave and redundancy purposes by NZQA prior to the date of signature to this Agreement will continue to be recognised.

9 HOLIDAY AND LEAVE PROVISIONS - NGĀ RATONGA WHAKAMATUATANGA ME NGĀ HARAREI

9.1 Public Holidays - Ngā rā whakatā ā-ture

9.1.1 Every employee shall be granted the following public holidays:

- Christmas Day
- The day after Christmas Day
- New Year's Day
- The day after New Year's Day
- Waitangi Day
- Good Friday
- Easter Monday
- Anzac Day
- Sovereign's Birthday
- Matariki
- Labour Day
- Anniversary Day (as observed in the locality concerned)

9.1.2 Employees shall receive payment for a public holiday if it falls on a day that would otherwise be a working day.

9.2 NZQA Holidays - Ngā rā whakatā o NZQA

9.2.1 NZQA shall prescribe three days each year as NZQA holidays, not being a public holiday, a Saturday or a Sunday between Christmas and New Year.

9.2.2 Where the employee is required to work during this period then paid leave shall be taken on days mutually agreeable to NZQA and the employee.

9.2.3 In the case of part-time employees, public and NZQA holidays shall be granted only where the day concerned is a day normally worked by that employee.

9.2.4 NZQA holidays are paid at the employee's ordinary rate of pay for work that would otherwise have been done on that day.

9.3 Public and NZQA Holidays Falling During Leave – Ngā rā whakatā ā ture o NZQA i te whakamatuatanga

9.3.1 Employees on Leave on Pay

Where an employee is on annual, sick, domestic, long service or special leave on pay and a public or NZQA holidays falls during the period of leave, the employee is entitled to that holiday and leave is not to be deducted against their nominated leave.

9.3.2 Employees on Annual Leave Following Resignation

Where a public or NZQA holiday falls within a period of annual leave that is being paid after an employee has ceased work, the employee shall be entitled to payment for public holidays, but not NZQA holidays.

9.4 Annual Leave - Whakamatuatanga ā-tau

The annual leave provisions of the Holidays Act 2003 are incorporated within and are not in addition to the annual leave provisions contained in this Agreement.

9.4.1 Employees shall be granted leave as follows:

- a. Employees shall be granted four weeks' annual leave each year (pro-rated).
- b. Employees who complete three years of service at their next anniversary date, shall be entitled to an additional two days' of annual leave each year (for part-time employees, this will be pro-rated to reflect their working week). Employees will be notified when this occurs. The leave year shall be from each individual's anniversary date to anniversary date, subject to recognition of prior service.
- c. Part-time employees shall be paid for annual leave at the same rate that they would be paid for their usual working week.
- d. One week of annual leave may be carried over without approval. NZQA's approval must be sought to carry over more than one week of annual leave.
- e. Where annual leave is not taken in the year that it is due, NZQA may approve the accumulation of annual leave in excess of one week.
- f. An employee with over 20 years' continuous service may anticipate one year's annual entitlement.
- g. An employee may be permitted to anticipate up to half the annual leave entitlement, subject to deduction on termination of employment if necessary. An employee in their first year of service may be granted anticipated annual leave proportionate to their length of service.
- h. NZQA may direct an employee to take annual leave by providing at least 14 days' notice. However, as far as practicable, the employee's wishes are to be considered.
- i. When bereavement occurs during annual leave, NZQA will approve a reasonable bereavement leave period in accordance with clause 8.9. Such leave shall not be debited against annual leave. Bereavement leave shall only be debited against annual leave where bereavement occurs during leave following a termination of employment.

9.5 Sick Leave - Whakamatuatanga māuiui

The sick leave provisions of the Holidays Act 2003 are incorporated within and are not in addition to the sick and domestic leave provisions contained in this Agreement.

9.5.1 NZQA shall grant:

- a. Sick leave on pay up to the employee's entitlement as set out below, or
- b. Sick leave without pay on production of a medical certificate.

9.5.2 Part-time employees will be paid for sick leave at the same rate that would be paid for their normal working week; and

9.5.3 Fixed term employees who are engaged for a period of less than twelve months shall have their sick leave entitlement pro-rated.

9.5.4 Sick Leave Entitlement:

- a. On appointment each employee shall be entitled to 10 days' paid sick leave. Thereafter on the anniversary of their appointment they shall be

entitled to a further 10 days. An employee may accumulate this leave to a maximum of 60 days.

- b. Only working days shall be counted for sick leave purposes.
- c. NZQA may decide that sick leave on pay of any special nature shall not be debited against sick leave taken; but such leave is to be noted on the employee's leave record.
- d. Sick leave in excess of 5 consecutive working days must be supported by a medical certificate signed by a registered medical practitioner.
- e. NZQA may require an employee who is suspected of being absent without sufficient cause to submit to a medical examination, which may be at NZQA's expense.
- f. When sickness occurs during annual or long service leave, NZQA may permit the period of sickness to be debited against sick leave entitlement except where the sickness occurs during leave following the last day of duty
- g. NZQA and the employee may agree that the employee may take sick leave in advance, subject to the leave in advance being deducted from the employee's entitlement when it falls due and subject to deduction on termination of employment if necessary.
- h. Where an employee has previous recognised service on appointment, s/he shall be entitled to 60 days' paid sick leave, or to the balance of unused sick leave (calculated in working days), which s/he had from their previous employer, whichever is the lower.

9.6 Domestic Leave - Whakamatuatanga ā-whare

- 9.6.1 Employees shall be granted five days' paid domestic leave per year for use when the employee must be absent from work to attend any natural person with whom the employee has a significant relationship who has become dependent on the employee. This leave may be accumulated to a maximum of 10 days.
- 9.6.2 Additional domestic leave may be granted at the discretion of NZQA, and shall be debited against the employee's sick leave entitlement.

9.7 Parental Leave - Whakamatuatanga mātua

- 9.7.1 The provisions of the Parental Leave and Employment Protection Act 1987 and its subsequent amendments shall apply. A plain English guide to entitlements is available.
- 9.7.2 Entitlement and Eligibility Under the Act
 - a. Statutory entitlement to Parental Leave (including Primary Carer Leave) applies to eligible employees who have either 6 months or 12 months' service with the same employer. The partner or spouse may share the entitlement. There are different entitlements available to employees depending on whether they meet the 12 months or 6 months criteria.
 - b. Employees may qualify for a period of taxpayer funded paid statutory leave (on the conditions and at the rate prescribed by legislation). More information is available from the Ministry of Business, Innovation & Employment: phone 0800 20 90 20, or from their website: <http://employment.govt.nz>.
 - c. Employees intending to take parental leave are required to give at least one month's notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner certifying the expected date of delivery. In the case of Primary Carer leave each application must be accompanied by

notification/evidence of when the employee will assume Primary Carer responsibilities.

- d. An employee absent on parental leave is required to give at least one month's notice of their intention to return to duty.

9.7.3 Provisions Additional to the Act

Three days' paid leave shall be granted to a staff member on or around the birth of the child. This may be extended to include situations where Primary Carer responsibilities have been assumed.

9.7.4 Surplus Staffing

The surplus staffing provisions of this Collective Agreement (Section 11, Management of Change/Surplus Staffing Provisions) shall apply to employees on parental leave who are affected by this situation. An employee on parental leave must be notified if their position is to be disestablished.

9.7.5 Return from Parental Leave Options

An employee who is entitled to parental leave of up to 12 months and returns to work before or at the expiration of the parental leave, can choose to receive:

- An ex gratia payment; or
- Full-time pay for part-time return to work

Ex gratia Payment

- a. After returning to work and completing six months' service the employee qualifies for a gross payment equivalent to 30 working days leave on pay, i.e. at the rate applying for the 30 working days immediately following their ceasing duty.
- b. Any adjustments to the salary scale that are backdated into the period covered shall apply.
- c. An employee, who is absent on parental leave for less than 6 weeks, shall receive that proportion of the payment that their absence represents in working days.
- d. Any payment is to be based on the percentage rate of employment prior to absence on parental leave. However, a woman who works less than full normal hours for a short period only, prior to the birth of the child, may have her case for full payment considered by NZQA.
- e. An employee shall not be eligible for an ex gratia payment if their partner has received a payment from another State Sector employer. The employee and their partner may choose who shall receive a payment if both are eligible.

Full-time Pay for Part-time Return

Employees can elect to return to work on a part-time basis while receiving their full time pay, subject to a maximum of 30 working days. For example, over a 30-week period, an employee could elect to work 32 hours per week and receive pay for 40 hours. This provision must be used within the first 30 weeks after returning from parental leave.

Selecting an Option

Employees are asked to advise of their chosen option as part of their return to work plan.

If an employee chooses the ex gratia payment, they can change this to part-time work for full-time pay at any point before the payment is made. However, this would still need to be taken within the first 30 weeks after returning from parental leave. An employee is not able to elect a mix of these options.

9.7.6 Annual Leave Following Parental Leave

When an employee returns from Parental Leave, NZQA will pay annual leave accrued during the time the employee was on Parental Leave at the rate detailed in 7.11.

9.8 Accident Leave - Whakamatuatanga ā-aituā

9.8.1 Accident Leave is granted pursuant to the Accident Compensation Act 2001 and its amendments.

9.8.2 Where an employee's absence is due to an accepted ACC injury claim arising from an NZQA work accident, NZQA will pay the employee their weekly compensation entitlement for the period of absence that their injury claim is covered. Weekly compensation entitlement is calculated by ACC and is split into 80% legal entitlement and 20% top up by NZQA. NZQA will continue to pay the 20% top up so long as the employee cooperates fully with a return to work rehabilitation programme.

9.8.3 Where an employee's absence is due to a non-work ACC injury claim, the employee may use any sick leave entitlement they have to cover the first week of absence. For the second and subsequent weeks of absence, and where ACC has accepted their claim, the employee will be paid 80% legal entitlement as calculated by ACC. The employee may choose to make up the balance to 100% of their pay, using any sick leave entitlement they have remaining.

9.9 Bereavement or Tangihanga Leave - Whakamatuatanga tangihanga

The bereavement leave provisions of the Holidays Act 2003 are incorporated within and are not in addition to the bereavement leave provisions contained in this Agreement.

9.9.1 An employee shall be granted special bereavement or tangihanga leave on full pay to fulfil their obligations and/or to 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 requirements such as attendance at all or part of a Tangihanga (or its equivalent).

These provisions shall be applied in a culturally sensitive manner taking into account:

- a. The closeness of the association between the employee and the deceased (this association need not be a blood relationship);
- b. Whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death;
- c. The amount of time needed to discharge properly any responsibilities or obligations.

9.9.2 Bereavement or tangihanga leave can be used to attend hura kōhatu (unveilings).

- 9.9.3 A decision must be made as quickly as possible so that the employee is given maximum time possible to make any arrangements necessary. In most cases the necessary approval shall be given immediately.
- 9.9.4 Reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel.
- 9.9.5 The parties agree that retrospective approval may be given in certain circumstances.
- 9.9.6 If paid special bereavement or tangihanga leave is not appropriate then annual leave or leave without pay should be taken.

9.10 Domestic Violence Leave - Whakamatuatanga whakarekereke ā-whare

- 9.10.1 An employee can take up to 10 days of paid Domestic Violence Leave to deal with the effects of domestic violence. This leave will be available as soon as they start work.
- 9.10.2 The employee can take Domestic Violence Leave if:
- i. they are affected by Domestic Violence.
 - ii. a child living with them, no matter how often, is affected by Domestic Violence.
- 9.10.3 There is no time limit on when the Domestic Violence occurred. It may have occurred before the person became an employee.
- 9.10.4 The employee must tell their manager as soon as they know they are going to take Domestic Violence Leave, and their manager will consider the request urgently and respond within 10 working days.
- 9.10.5 Domestic Violence Leave cannot be carried over from one twelve-month period to the next.
- 9.10.6 NZQA will not pay the employee for unused Domestic Violence leave when their employment ends.
- 9.10.7 If the employee has used all their Domestic Violence Leave the employer may agree to annual leave or unpaid leave.
- 9.10.8 Domestic Violence Leave will not show on an employee's pay slip but will appear on an employee's leave record (as Spec-A).
- 9.10.9 Employees experiencing domestic violence are also entitled to request flexible working arrangements.
- 9.10.10 For more information, please see the Domestic Violence Policy.

9.11 Long Service Leave - Whakamatuatanga mahi roa

- 9.11.1 Employees shall be granted long service leave as follows:
- one weeks' leave upon completion of five years continuous service with NZQA
 - one weeks' leave upon completion of ten years continuous service with NZQA
 - one weeks' leave upon completion of 15 years continuous service with NZQA
 - one weeks' leave upon completion of 20 years continuous service with NZQA
 - one weeks' leave upon completion of 25 years continuous service with NZQA
- 9.11.2 Long service leave entitlements may be accrued up to the full five weeks.

- 9.11.3 Long service leave must be taken at a mutually convenient time. Each entitlement is to be taken as an entire week.
- 9.11.4 For part-time employees, Long Service Leave will accrue on a pro-rata basis to reflect their working week.
- 9.11.5 Any long service leave not taken before your last day of duty or if you are dismissed shall be forfeited.
- 9.11.6 Long service leave will not be paid out.
- 9.11.7 For clarity, time spent on parental leave shall count as continuous service.

9.12 Special Leave With or Without Pay - Whakamatuatanga motuhake

- 9.12.1 At NZQA's discretion, an employee may be granted special leave with or without pay. Placement on return from special leave without pay of more than three months is conditional on a suitable vacancy, and location cannot be guaranteed. An employee who cannot be placed in employment on return shall be given one month's notice in writing that employment is to be terminated. This notice period shall be paid.

9.13 Leave for Voluntary Military Service - Whakamatuatanga ope kātua

- 9.13.1 Unpaid leave may be granted to employees to undertake military training in accordance with the Volunteers Employment Protection Act 1973, and additionally up to 12 weeks' leave shall be granted for initial training, then up to 4 weeks a year thereafter.

9.14 Leave for Civil Defence, Search & Rescue Operations and Fire Fighting - Whakamatuatanga rapa taiwhenua me te tinei ahi

- 9.14.1 Employees who attend conferences or courses sponsored or supported by the Ministry of Civil Defence and Emergency Management may be granted paid leave at NZQA's convenience.
- 9.14.2 Employees who volunteer during or following an emergency may be granted paid leave for the duration of that emergency up to a maximum of ten days.
- 9.14.3 Employees who undertake civil defence work without prior consent may be granted special leave without pay.
- 9.14.4 Employees who are members of recognised fire fighting forces may be granted paid leave for emergency callouts during normal working hours, subject to consent being obtained from NZQA.

9.15 Leave for First Aid Training - Whakamatuatanga whakangungu āwhina tūroro

- 9.15.1 Employees required by NZQA to hold a current First Aid certificate shall be granted paid leave when necessary to attend an NZQA accredited First Aid Training course.
- 9.15.2 NZQA Employees who, when required by NZQA and when necessary, attend courses outside working hours, are to be granted time off in lieu at NZQA's convenience.
- 9.15.3 NZQA will book and pay for an NZQA accredited First Aid Training course when required by NZQA and when necessary.

9.16 Leave to Attend Meetings of Boards, Councils and Committees - Whakamatuatanga hui poari, kaunihera, kōmiti

- 9.16.1 NZQA shall approve up to six days' paid leave in any 12 month period for employees attending meetings of Boards, Council or Committees providing that:
- a. The appointment to the Board, Council or Committee is by Ministerial appointment;
 - b. There are no difficulties involved in releasing employees from their duties;
 - c. There is no conflict of interest; and
 - d. Any remuneration received for the period that paid leave was granted should be refunded to NZQA.

9.17 Transfer Leave - Whakawhiti whakamatuatanga

- 9.17.1 An employee with a family, who is on transfer at NZQA's expense, and who is in receipt of accommodation assistance at the new location, may be granted paid leave to assist with the transfer of family and effects. Such leave may be granted to cover actual travelling time plus two days.
- 9.17.2 An employee with a family who is on transfer at NZQA's expense, and who is in receipt of accommodation assistance at the new location, may be granted permission by NZQA to visit the employee's family at NZQA's expense.

9.18 Study Provisions - Whakamatuatanga ako

- 9.18.1 Study Leave
- a. NZQA may approve study leave to enable employees to undertake a course of study to complete qualifications, to attend courses and seminars, or to undertake research or projects which are relevant to the work of NZQA and which facilitate their wider growth and development.
 - b. NZQA may grant leave with or without pay and on such conditions as it may decide to grant for approved study purposes which may include:
 - applicable travelling time;
 - leave to sit examinations;
 - leave for study prior to such examinations.
 - c. Where the course of study is successfully completed, study costs (e.g. tuition and examination fees) may be reimbursed.

Study awards may also be granted to enable employees to undertake full-time university study for recruitment and staff development purposes. Such awards may include the payment of full or part salary, study-related expenses, transfer expenses and standard leave entitlements.

9.19 Jury Service - Ratonga Rūnanga Hūri

- 9.19.1 An employee may be granted leave for jury service. The employee may retain expenses but all jurors' fees are to be paid to the NZQA unless an employee elects to take annual leave or leave without pay in which case the fees shall be retained.

9.20 Witness, Court and Hearings Leave – Kaiwhakaatu, Kōti me ngā Whakawā

- 9.20.1 Where an employee is called as a witness in a private capacity for a criminal or traffic case up to three days' discretionary paid leave may be granted.

The employee shall recover fees and expenses from the party calling the witness, and repay the fees to the NZQA.

- 9.20.2 Where an employee is called as a witness in a private capacity for other than a criminal or traffic case, annual leave or leave without pay may be granted. The employee is to pay any expenses incurred and is to retain such fees and expenses as may be awarded by the Court.
- 9.20.3 Where an employee is requested by their iwi/hapū to attend court hearings or hui concerning land issues of the employee's iwi/hapū up to three days' discretionary paid leave may be granted. Any associated travel costs or koha are the responsibility of the employee.

10 ALLOWANCES AND REIMBURSEMENT OF EXPENSES - NGĀ PŪTEA MŌTIKA ME TE WHAKAHOKI UTU KUA

10.1 Higher Duties Allowance -Pūtea whakawhiwhia mō ngā mahi whakahaere

- 10.1.1 NZQA will approve payment of a Higher Duties Allowance to an employee who is required to undertake the duties and responsibilities of a higher graded position during the temporary absence of the occupant of that position.
- 10.1.2 An employee undertaking and competently discharging the full duties and responsibilities of the position, including any management and/or planning responsibilities, will be paid an HDA calculated as the greater of: The difference between the employee's current fulltime equivalent annual salary and the 90% of the salary range for the higher graded position, or 6.5% of their current annual salary.
- 10.1.3 An employee who is: undertaking some of the duties and responsibilities of a higher graded position; or sharing the duties of the higher graded position with another employee(s) will be entitled to an HDA and the rate of the allowance will be calculated as per 10.1.2 but will be adjusted to reflect the proportion of the duties and responsibilities competently performed.
- 10.1.4 It should be noted that HDAs will be pro-rated to reflect the numbers of hours worked for part-time employees.
- 10.1.5 The duties to be undertaken and the value of the HDA will be discussed with, and agreed to by, the employee prior to them undertaking the duties.
- 10.1.6 Eligibility
The minimum qualifying period is ten consecutive working days actually undertaking the higher duties and responsibilities and this criterion must be met on each occasion that the higher duties are performed.

10.2 Special Duties Allowance - Pūtea whakawhiwhia mō ngā mahi whāiti

- 10.2.1 NZQA may approve payment of a Special Duties Allowance where payment of a Higher Duties Allowance is not appropriate (as specified in clause 10.1).

10.3 Transfer Expenses - Te whakawhiti utu

- 10.3.1 Appendix 2 details transfer allowances payable.

10.4 Travelling & Meal Reimbursements - Ngā moni whakahoki mō te haerenga me te kai

- 10.4.1 The overarching principle for all expenses incurred by employees while undertaking NZQA business is that employees should not be out of pocket but neither should they profit.

Where employees incur expenses, they should use one of the following options (in order of preference):

- "charge back" to room, flight or travel provider, or
- where provided, charge expenses to NZQA purchase card, or
- NZQA will reimburse all actual and reasonable expenses upon the production of receipts.

Note: Reimbursement for each 24-hour period of overnight travel, where breakfast, lunch, dinner and incidentals are claimed, will not exceed \$100.

When an employee is required to travel away from their usual place of work but an overnight stay is not needed, or in other situations where it is reasonable to purchase a meal, this will be reimbursed on an actual and reasonable basis upon the production of receipts.

In exceptional circumstances, NZQA may approve the reimbursement of expenses without a receipt if it is satisfied that the expenditure was necessary, reasonable, and actually incurred.

When an employee is required to travel within New Zealand because of work duties, whether staying privately or not, NZQA will pay actual and reasonable costs.

Where all or some meals are provided no additional claim for these meals can be made e.g. when lunch is provided for a conference, no additional reimbursement will be made.

Where unplanned or unexpected expenses might need to be incurred, employees should discuss this with their manager as soon as practicable.

10.5 Motor Vehicle Re-imbusement - Ngā moni whakahoki mō te whakamahi waka

10.5.1 Where the use of a private vehicle for official business has been approved, the employee shall be re-imbursed for each kilometre travelled at the rate published from time to time by the Inland Revenue Department. Rates are to be made readily available.

10.6 Employees Working Away from Usual Place of Employment - Ngā kaimahi e mahi ana ki wāhi kē atu

10.6.1 Where an employee is required to work at a place other than the usual place of employment, but can return home each night, NZQA may – for a period of up to three months – approve the refund of any additional fares required in travelling to work.

10.6.2 NZQA may approve payment for additional travelling time involved where hours worked plus the additional travelling time exceeds eight for each day.

10.7 Reimbursement of Expenses Incurred in Caring for Dependants - Ngā moni whakahoki mō te tiaki tamariki

10.7.1 When an employee attends a course or is travelling on official business or is required to work abnormal hours, NZQA may approve the actual and reasonable cost of expenses incurred by employees in caring for dependants where an employee cannot make alternative arrangements for the care of his/her dependants without incurring extra expenses.

10.8 Annual Practising Fees - Ngā utu whakamahi ā-tau

10.8.1 NZQA shall approve payment of admission fees, registration and annual practising fees where the qualification or holding of a practising certificate is necessary to enable the employee to carry out his/her duties fully.

10.9 Te Reo Māori Capability Recognition Payment

10.9.1 NZQA is committed to increasing the use of Te Reo Māori to support the Crown in its relationship with Māori and with the aim of improving outcomes for Māori.

- 10.9.2 NZQA will recognise an employee's competence in Te Reo Māori by payment of an allowance as one of the ways employees are encouraged to develop Te Reo skills. The rate of the allowance is based on the level of certificate given by Te Taura Whiri i te Reo Māori (The Māori Language Commission).
- 10.9.3 The Te Reo Māori Capability Recognition Payment policy will be reviewed at least every two years, in line with NZQA's policy review cycle. NZQA and the PSA will agree any changes.

11 MANAGEMENT OF CHANGE/SURPLUS STAFFING PROVISIONS - NGĀ WHAKAHAERENGA HOU / NGĀ WĀHANGA KAIMAHI TAREPA

11.1 Principles - Ngā Mātāpono

- 11.1.1 The parties to this Agreement recognise the serious consequences that the loss of employment can have on individual employees and propose to minimise this as far as possible by using the provisions of this Agreement to keep as many employees as possible in employment.
- 11.1.2 The parties recognise that in order to maximise employment opportunities, the provisions of this Agreement may be used to place employees into positions within NZQA or in any agencies or organisation that might be established as a result of restructuring.

11.2 Consultation - Te kōrero ngātahi

- 11.2.1 In accordance with Section 3 (Working Constructively Together) of this Agreement, NZQA undertakes to consult with the PSA and staff prior to undertaking reviews which are likely to result in significant changes to either the structure, staffing or work practices affecting employees, and shall provide the PSA with an opportunity to be involved in the review.
- 11.2.2 The aim of this mechanism will be to reach Agreement and make recommendations to management who shall endeavour to take the views into account as far as possible before making final decisions. In dealing with Management of Change issues, both parties to this Agreement acknowledge that NZQA has responsibilities to all staff and must treat all staff in an equitable and fair manner.

11.3 Application - Te tono

- 11.3.1 These provisions relate to employees who are or may be affected by a restructuring situation. They shall apply to all employees who for all intents and purposes have an ongoing expectation of employment. This includes employees on Parental Leave (refer to clause 9.7) The provisions shall not apply to employees who have reached the expiry of a fixed term contract or agreement.

11.4 Staff Surplus Situation - Te tarepa o ngā kaimahi

- 11.4.1 A surplus staffing situation exists when, as a result of the review referred to in clause 11.2 and at the conclusion of the consultation process, NZQA requires a reduction in the number of employees; or, employees can no longer be employed in their current position at their current salary or work location (a change in work location refers to a significant change, not a change within a city).

11.5 Reconfirmation and Reassignment - Te whakamana me te whakatāutu anō

- 11.5.1 When a surplus staffing situation exists NZQA may, following consultation and agreement with the PSA, either reconfirm or reassign affected employees.
- 11.5.2 Reconfirmation
The parties agree that use of the Reconfirmation provisions will be maximised. Proposed reconfirmations shall be advised to all affected employees to enable them to assess whether they meet the criteria, for

those employees who meet the criteria and do not wish to be reconfirmed, the only option available will be resigning.

11.5.3 Reconfirmation shall apply where:

- a. The new role definition (job description) is the same (or very nearly the same) as what the employee currently does. Role definitions (current and proposed) shall be available to those employees who are to be reconfirmed at the time that the reconfirmation list is published;
- b. The salary for the new position is the same;
- c. The new terms and conditions of employment (including career prospects) agreed with the PSA that are no less favourable; and
- d. The location of the new position is the same (note: this need not necessarily mean the same building and/ or the same street).

11.5.4 The PSA may propose that an employee be reconfirmed where that employee believes his or her current job is sufficiently similar to a new job.

11.5.5 In those situations where there is more than one clear candidate, NZQA shall consult to reach agreement with the PSA, and either:

- a. agreement shall be reached amongst the candidates on which candidate(s) shall transfer if there is a clear preference amongst potential candidates to uplift other options under this Agreement; or
- b. the position shall be advertised within the pool of candidates, with the appointment made as per normal NZQA appointment procedures.

11.5.6 Reassignment

Following reconfirmation if there are positions still vacant, then NZQA and the PSA shall meet to assess the skills of all those employees still left without a position and to reach agreement on the process for appointment to the new positions. Employees to be reassigned under this process shall be consulted prior to any appointment being made.

11.5.7 In determining the parameters for reassignment, NZQA and the PSA shall deal with cases on an individual basis, with a view to placing as many employees as possible by matching individual skills with positions, which require similar skills. Any training needs shall be identified prior to the individual being reassigned. Following reassignment individuals may undertake on-the-job training or attend training courses to meet identified training needs.

11.6 Equalisation Allowance - Te pūtea mana taurite

11.6.1 Where employees accept reassignment to a new position at a lower salary, an equalisation allowance shall be paid to preserve the salary of the employee at the rate paid in the old job at the time of reassignment. The employee may choose either of the following options:

- a. A lump sum to make up for the loss of basic pay for the next two years (this is not abated by any subsequent salary increases); or
- b. An ongoing allowance equivalent to the difference between the present salary and the new salary payable for a maximum of three years. This is abated by any subsequent salary increases.

11.7 Transfer under Reassignment - Te whakawhiti ki wāhi mahi kē atu

11.7.1 Where employees are to be relocated, at least 3 months' notice shall be given to employees, provided that in any situation a lesser period of notice may be mutually agreed between the PSA and NZQA where the circumstances warrant it (and agreement shall not be unreasonably withheld).

11.7.2 Where the new job is at a location outside the local area, assistance with transfer expenses shall be provided on the basis that the employee should not suffer financial loss in respect of expenses incurred as a result of transfer.

11.7.3 A decision shall be made by NZQA on the provisions to be applied in each case. A package from the range of items listed below may be selected. (The range of transfer items is not exclusive and the level of compensation for an item may be varied).

11.7.4 Transfer Items

- a. Reimbursement of fares and accommodation expenses for the journey to the new location.
- b. Assistance with living expenses for up to three months, but on a decreasing basis for employees who move to the new location, but whose dependants are still at the former location.
- c. Reimbursement of accommodation expenses, initially for up to seven days at the new location, with further assistance on a subsidy basis for up to seven days at the new location, with further assistance on a subsidy basis for up to a maximum of three months before permanent housing is available at the new location.
- d. Mortgage finance assistance with loan maximum determined on the circumstances of any case, and at an appropriate rate of interest.
- e. Short term bridging finance at market rates when the employee has moved to the new location before their house is sold at the former location.
- f. Reimbursement of land agent's commission and legal fees where the employee sells their house and/or buys another house at the new location.
- g. A guarantee of the sale price for the employee's house at the former location, on the basis of a registered valuer's valuation. (Note: this provision would be considered only as a last resort, in situations where the local housing market is at an absolute standstill, and management judges it to be essential that an employee be transferred).
- h. A variable grant for employees on moving to the new location to a maximum of the equivalent of one month's salary.
- i. A variable grant for employees after a predetermined number of years at a location, with a maximum grant up to the equivalent of three months' salary, provided the grant does not exceed the equivalent of one month's salary for each year of the qualifying period.
- j. Reimbursement of additional actual and reasonable childcare expenses, including travel costs, for one year.

11.8 Local Area Reassignment - Te whakawhiti wāhi mahi i te rohe tonu

11.8.1 Where the new job is within the same local area and extra travelling costs are involved, actual additional travelling expenses by public transport shall be reimbursed for up to 12 months.

11.8.2 Where the new job is within the same local area and the extra travelling time one way to the new place of work by public transport is more than 30 minutes away, transfer expenses as in clause 11.7.2 apply.

11.9 Notification of Surplus - Te whakamōhio tarepa

11.9.1 All affected staff not placed by reconfirmation or reassignment are surplus. For staff employed on or before 31 July 2004 and unless special circumstances arise, NZQA shall notify the PSA (and the surplus employees) three months prior to the date that the surplus is required to be discharged. For staff employed on or after 1 August 2004, the period of

notice shall be one month. Where circumstances warrant this date may be varied by agreement between the parties. Staff working through a period of notice prior to redundancy shall be entitled to reasonable time away from work to attend job interviews.

11.9.2 At the time the following information shall be made available to the PSA:

- a. The location of the surplus employees
- b. The total number of surplus employees
- c. The date by which the surplus needs to be discharged
- d. The positions, salary grade, and names of the surplus employees who are PSA members.

11.9.3 The PSA shall be supplied with additional information on request.

11.10 Options for Surplus Employees - Ngā whiringa tarepa

11.10.1 During the period the PSA and NZQA shall meet to reach agreement on the options, which are appropriate to the circumstances and shall be available to surplus employees. The following options may be available:

a. Attrition

Attrition means that as people leave their job because they retire, resign, transfer, die, or are promoted, then they are not replaced. In addition or alternatively, there may be a partial or complete freeze on recruiting new employees or on promotions.

b. Leave Without Pay

Provision for special leave without pay within a defined period without automatic right of re-engagement (this excludes parental or sick leave). This may include an opportunity for training.

c. Enhanced Early Retirement

Employees are eligible if they have 10 years total service. Service does not have to be continuous nor is membership of a superannuation scheme relevant to eligibility. This option is an enhancement of the standard early retirement provisions available to all eligible employees. It provides for an employee to be paid the money available under the voluntary redundancy option, which may, if the employee so desires, be used to make up the actual superannuation annuity payable.

(Note: Enhanced Early Retirement may be available at any time to eligible employees not declared surplus, if they are replaced by a surplus employee seeking redeployment).

d. Retraining

When a staffing surplus is identified NZQA shall consider the skills, training etc of the employees who are surplus and will determine whether there are appropriate retraining opportunities available for them. If retraining opportunities are identified, specific retraining programmes shall be designed.

When a surplus situation is identified, NZQA shall consider individual applications for retraining on a case-by-case basis. Retraining opportunities should:

- a. be vocationally focussed and, wherever practicable, utilise the New Zealand Qualifications Framework; and
- b. be linked to any career counselling undertaken by the employee, as part of wider counselling made available during the change process.

The aim of retraining should be to maximise future employment options for the affected employee. While flexibility shall be exercised when applying this provision, NZQA reserves the right to decline applications for retraining support where it is believed the retraining will not lead to future employment.

Retraining costs shall not exceed either:

- a. The average redundancy payment made as part of the change process from which the surplus situation arises; or
- b. The actual redundancy payment the employee would receive if made redundant,

whichever is the greater.

Voluntary Redundancy

NZQA may call for expressions of interest in voluntary redundancy. There is no expectation of voluntary redundancy created by a call for such expressions. Where NZQA calls for such expressions of interest, each case shall be treated on its merits and may be accepted or declined as NZQA sees fit. Should an employee take voluntary redundancy, the redundancy compensation terms of this Agreement shall apply.

Redundancy - Where no other options are available surplus staff shall be declared redundant.

- 11.10.2 How these options may be used, other options that the parties may agree to, and the types and levels of financial assistance, shall be negotiated on a case-by-case basis between NZQA and the PSA.
- 11.10.3 If the options agreed between NZQA and the PSA are insufficient to discharge the surplus by the required date, NZQA and the PSA shall meet to consider other options.

11.11 Technical Redundancy and Employee Protection - Te tāuhu utu hapanga me te whakamarumarū kaimahi

- 11.11.1 Where an employee's employment is being terminated due to the transfer of the whole or part of NZQA to a Government department or other State Sector Agency or because of the sale or transfer by NZQA of the whole or part of NZQA's business, and where no statutory provision is made concerning that event, in the course of any discussions with the new employer, NZQA will: address the likely impact of this event upon employees, including whether it is possible to transfer some or all affected employees to that entity; and if so, discuss with the new employer whether any such transfer will be offered to employees on the same terms and conditions of employment.
- 11.11.2 Where a situation as described in clause 11.11.1 arises, NZQA is not required to pay any notice or compensation for redundancy to the employee if the person acquiring the business or part of the business being sold or transferred:
 - a. Has offered the employee employment in the business or part of the business being sold or transferred;
 - b. Has agreed to treat the employee's service with NZQA as continuous service with that person; and
 - c. The employment conditions offered to the employee are the same as, or no less favourable than, the employee's current conditions of employment including superannuation; and
 - d. The offer of employment is an offer to employ the employee in that business or part of that business in a similar capacity to that in which the employee was employed by NZQA; or
 - e. The offer of employment is an offer to employ the employee in a similar capacity to that in which they were previously employed and the employee agrees; or the offer is one that the employee agrees to accept.

11.12 Redundancy Compensation - Te utu hapanga

- 11.12.1 For the purposes of these provisions ordinary pay is defined as basic taxable salary, plus regular taxable allowances paid on a continuous basis which either attract overtime or penal payments or are paid on an hourly basis for all hours worked, plus penal payments (T1, T1.5 and T2).
- 11.12.2 For all current employees who were PSA members as at 1 August 2007 (and have not left NZQA service since this date) and were employed on or before 31 July 2007 the provisions contained in Appendix 3 shall apply.
- 11.12.3 Employees appointed to a position commencing employment after 31 July 2007 who are eligible to a redundancy payment will have this payment calculated as follows:
- a. 10 percent of total ordinary pay for the preceding 12 months;

In addition to the provision above, employees with 12 months' or more continuous service shall receive:

- b. 10 percent of total ordinary pay for the preceding 12 months; and
 - c. 4 percent of total ordinary pay for the preceding 12 months multiplied by the number of years of continuous service minus one, up to a maximum of 15; and
 - d. 0.333 percent of total ordinary pay for the preceding 12 months multiplied by the number of completed months in addition to completed years of continuous service, provided total service is less than 16 years.
 - e. 5 percent of total ordinary pay for the preceding 12 months multiplied by the number of years of continuous service between 16 and 19 years; and
 - f. 0.416 percent of total ordinary pay for the preceding 12 months multiplied by the number of completed months in addition to completed years of continuous services provided total service in years is between 16 and 19 and less than 20 years.
- 11.12.4 The total amount paid to employees under these provisions shall not exceed \$55,000.
- 11.12.5 Outstanding Annual and Long Service Leave shall be separately cashed up.

11.13 Counselling - Te whakamaherehere

- 11.13.1 Counselling for all affected staff may be made available as necessary. Job search assistance shall be provided. NZQA shall also consider other requests for assistance from other agencies on their merits and shall not unreasonably withhold support from redundant staff. Taxation questions should be addressed to the Inland Revenue Department.

12 CREATING A POSITIVE WORK ENVIRONMENT - TE WHAKARITE TAIAO MAHI MŌ TE MANAAKITANGA

12.1 Creating a positive work environment - te whakarite taiao mahi mō te manaakitanga

12.1.1 NZQA will strive to create an environment that:

- is a great place to work, which recognises and values difference.
- is committed to valuing equality and diversity.
- values equality and diversity as essential elements of growth and performance.

NZQA acknowledges that valuing diversity in the workplace recognises differences in gender, marital status, religious belief, ethical belief, colour, race, ethnic or national origins, disability, age, political opinion, employment status, family status or sexual orientation.

12.2 Te Tiriti o Waitangi/Treaty of Waitangi, Dual Obligations and te reo and tikanga

12.2.1 Te Tiriti o Waitangi/Treaty of Waitangi

NZQA is committed to the principles of 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.

12.2.2 Dual Obligations

NZQA recognises and provides for the special and inseparable relationships that Māori have with their iwi/hapū/marae, culture, traditions, whenua and taonga.

NZQA commits to implement Te Tiriti o Waitangi by recognising and acknowledging Māori employees have inherent responsibilities that create a dual role (i.e. both iwi/hapū member and NZQA employee), which must be supported and nurtured professionally and culturally.

As such, all Māori employees are entitled to apply for leave and/or flexible working arrangements for the purpose of attending Māori hui such as:

- hura kōhatu (unveilings)
- court hearings or hui concerning land issues of the employee's iwi/hapū
- annual iwi/hapū hui of significance – for example, Koroneihana, Te Hui Ahurei a Tūhoe, poukai, land war commemorations etc.

Bereavement/Tangihanga leave can be used for attending hura kōhatu. Details of these entitlements can be found in clause 9.9.

Witness, Court and Hearings Leave can be used can be used for attending court hearings or hui concerning land issues. Details of these entitlements can be found in clause 9.21.

Special Leave (clause 9.12) and/or Flexible working arrangements (as detailed in the Flexible Work Practices Policy) can be used to attend these hui.

12.2.3 Te reo and tikanga

Some employees will use te reo Māori and tikanga Māori expertise in the course of their work – whether internally or externally – where such work is not a specific requirement within their Job Description. Adjustment to an employee's performance expectations may be warranted on a case by case basis.

Where an employee regularly uses their te reo Māori and/or tikanga Māori skills, recognition will be provided as part of the annual performance process.

NZQA recognises that continuing support for NZQA staff is needed to fulfil the strategic intent of Te Kōkiritanga and our commitment towards becoming bilingual. As part of this support NZQA recognises the value staff bring through the use of te reo Māori and tikanga Māori. NZQA's commitment is evidenced by organisational initiatives such as:

- te reo Māori courses
- tikanga workshops and marae visits
- assessment of language proficiency with Te Taura Whiri
- annual Māori Staff Network Wānanga and support of the Māori Staff Network
- Ngā Mātāpono (Our Values)
- whakatau for new staff
- participation in Te Wiki o te reo Māori and Te Kōnohete
- an "Engaging with Māori" competency
- Customer Charter commitment to respond in te reo to correspondence received in te reo

12.3 Harassment and Bullying - Te whakatumatuma me te nonoti

12.3.1 Sexual Harassment is verbal or physical behaviour of a sexual nature, which is unwelcome to the receiver and is embarrassing or intrusive. It affects morale, work effectiveness and the right to enjoy a good working environment. Some types of behaviour constituting sexual harassment are listed below:

- a. Type of Behaviour
 - i. sex-oriented jibes or abuse;
 - ii. offensive gestures or comments;
 - iii. unwanted and deliberate physical contact;
 - iv. requests for sexual intercourse; including implied or overt promises for preferential treatment or threats concerning present or future employment status;
 - v. the use of pictures/posters of a sexual or intimate nature;
 - vi. persistent and unwelcome social invitations, phone calls or mail; or
 - vii. obscene phone calls.
- b. Where it may occur
 - i. among co-workers;
 - ii. where a manager uses their position or authority to take sexual advantage of another employee or to control or affect the career, salary or job of that employee; or
 - iii. in dealing with members of the public.

12.3.2 Workplace bullying is repeated and unreasonable behaviour directed towards a worker or a group of workers that can lead to physical or psychological harm. Repeated behaviour is persistent (occurs more than once) and can involve a range of actions over time. Unreasonable behaviour means actions that a reasonable person in the same circumstances would see as unreasonable. It includes victimising, humiliating intimidating or threatening a person. Bullying may also include harassment discrimination or violence. Workplace bullying is not any of the following:

- one-off or occasional instances of forgetfulness, rudeness or tactlessness
- setting high performance standards
- constructive feedback and legitimate advice or peer review
- a manager requiring reasonable verbal or written work instructions to be carried out
- warning or disciplining workers in line with the business or undertaking's code of conduct
- a single incident of unreasonable behaviour
- reasonable management actions delivered in a reasonable way
- differences in opinion or personality clashes that do not escalate into bullying, harassment or violence.
- Workplace bullying is unacceptable and has no place within NZQA.

12.3.3 Racial harassment is behaviour targeting race, ethnic or national origin that is:

- unwanted or offensive to the recipient; and
- repeated, or of such a significant nature that it has a detrimental effect on the recipient's work performance or environment.
- some instances of racial harassment may have an element of power abuse, making it hard for the person being harassed to stop it from happening.

12.3.4 Other types of harassment include verbal abuse, physical threat or other similar types of behaviour designed to exercise power in an unreasonable manner.

12.3.5 Responsibilities for Supervisors and Complainants when dealing with Harassment and Bullying.

- a. It is the responsibility of NZQA to maintain a work environment free of unwelcome behaviour and to provide a mechanism for reporting harassment and bullying, ensuring a fair investigation and avoiding reprisals against the complainant.
- b. Care is to be taken during the investigation of any complaint of harassment and bullying, and afterwards to prevent any disadvantage to the complainant. Care must also be taken to protect the position of other parties if the complaint is found to be unwarranted.
- c. NZQA relies on supervisors at all levels to facilitate and encourage proper standards of personal and ethical conduct in the workplace.
- d. Harassment and bullying complaints must be taken seriously and handled with sensitivity and impartiality. Behaviour, words and gestures have different meanings in different cultures. What may be acceptable in one culture may not be in another. This needs to be taken into account in the workplace.

12.4 Health and Wellbeing Support - Te tautoko whai oranga

12.4.1 NZQA has policies and practices in place to ensure the health and safety of employees at work.

NZQA recognises that a range of factors outside the workplace might impact an employee and their ability to undertake their job. These factors might impact an employee's wellbeing, their leave usage or their sense of worth. NZQA can provide support to employees to assist with issues such as family violence, alcohol and drug dependency, gambling addiction and mental health. Employees who are dealing with such issues are encouraged to seek confidential assistance from their union, delegates, manager and/or People and Capability who can provide information on support options available.

12.5 Employee Assistance - Te tautoko kaimahi

12.5.1 The parties commit themselves to the desirability of an employee assistance programme. This assistance is provided through "EAP Services".

13 HAUORA

- 13.1.1 NZQA and PSA agree that employees can achieve their full potential when their working environment promotes hauora. Both parties agree that this is a shared responsibility and benefits both employees and NZQA.
- 13.1.2 Hauora is a proactive approach to health and wellbeing that is holistic and includes physical (taha tinana), mental and emotional (taha hinengaro), spiritual (taha wairua); and family (taha whānau) dimensions. It may require consideration of flexible and tailored provisions to meet individual needs, that is supported by work-life balance and positive working relationships.
- 13.1.3 NZQA has policies and practices in place to promote, enhance and support hauora of employees at work.
- 13.1.4 NZQA recognises that a range of factors outside the workplace might impact an employee and their ability to do their job. These factors might impact an employee's wellbeing, their leave usage, or their sense of worth. NZQA can provide support to employees to assist with issues such as family violence, alcohol and drug dependency, gambling addiction and mental health. Employees who are dealing with such issues are encouraged to seek confidential assistance from their union, delegates, line manager and/or People and Capability who can provide information on support options available.

14 GENERAL PROVISIONS - NGĀ WHAIWĀHINGA WHĀNUI

14.1 Indemnity – Ngā utu whakahoki

14.2.1 NZQA will indemnify the employee against all claims arising out of the performance of their duties and responsibilities under this agreement. This indemnity will not apply where the employee has been reckless or wilfully negligent, or wilfully failed to follow a lawful instruction, or have not complied with the provisions of this agreement.

14.2 Access to Personal Files - Te whātoro ki ngā kōnae whaiar

14.2.1 Employees have access to their personal files in accordance with the provisions of the Official Information Act 1982 and the Privacy Act 1993.

14.3 Certificate of Service - Te tiwhikete Ratonga

14.3.1 Employees who leave NZQA may be issued at their own request, with a Certificate of Service, which lists the positions the employee has held but which does not express any judgement on the performance of duties.

Signed on behalf of the
New Zealand Qualifications Authority

Mana Tohu Mātauranga o Aotearoa



Grant Klinkum
Chief Executive

8 / 2 / 23

Date:

Signed on behalf of the
New Zealand Public Service
Association

Te Pukenga Here Tikanga Mahi



Raukura Chadwick
Organiser for the PSA

14/02/2023

Date:

APPENDIX ONE - ĀPITIHANGA 1

Plain English Explanation of Procedures for

Resolving Employment Relationship Problems - Te whakatau take o te kōpūtahi whakawhiwhi mahi

1. Definitions

An Employment Relationship Problem is any problem relating to or arising out of the employment relationship between employer and employee. This includes a formal personal grievance or dispute, but does not include matters concerned with the negotiation of an employment agreement.

Personal Grievance means a formal grievance relating to:

- unjustifiable dismissal,
- unjustifiable disadvantage,
- discrimination,
- sexual or racial harassment; or
- duress in relation to membership or non-membership of a union or employees' organisation.

A **Dispute** means a disagreement with the way in which your employment agreement has been applied or interpreted.

2. Resolving Employment Problems

If you think you have an employment problem then you should talk to your manager about it. If you want support or advocacy assistance in doing this you should contact your union or other representative. At any stage of the process you have an absolute right to representation

If you have tried to resolve your employment problem, but this has not succeeded then you or your union can use the formal process that is offered by the Ministry of Business, Innovation & Employment's Mediation Service.

3. Personal Grievances

You have 90 days to raise a grievance formally with your employer, from the time the event occurred. Your union will act for you during the grievance process unless you prefer to represent yourself or seek other representation.

When you raise a grievance with your employer, you or your representative need to state what the grievance is and what you want done about it. This should be done in writing.

4. Disputes

Where you think you have a dispute about your collective employment agreement you need to tell the union and employer who are parties to the Agreement. This is because what you are disagreeing about may affect everyone else who is employed under the same collective agreement. A dispute may also be taken to the Mediation Service for resolution.

5. Formal Processes

Mediation Service

The Mediation Service may help you by giving you information about your rights and obligations. They may also suggest a meeting with your employer or anything else that they think might help. If you have a formal mediation, then it is up to you and your employer to reach an agreement on the outcome. The mediator facilitates the process and helps you and your employer come to an agreement. However, you and your employer can agree at the start of the mediation for the mediator to decide on the outcome. If you and your employer agree to this then the mediator's decision is final and cannot be appealed.

Employment Relations Authority

If at the end of the mediation a resolution has not been reached, then either you or your employer could take the problem to the Authority. Issues that relate to the negotiation of new terms and conditions can only be addressed through mediation. You cannot take them to the Employment Relations Authority or Employment Court.

The Employment Relations Authority looks at the whole situation rather than the technicalities of a case. It may look into anything that it thinks is relevant to the case. It may also send the parties back to mediation if it thinks that the parties have not gone through that process properly. If it arrives at a decision that you or your employer do not agree with then either of you can appeal that decision to the Employment Court.

Employment Court

Appeals to the Employment Court must be made within 28 days of the Authority making its decision.

If you want further information about this process then please contact either your manager or union representative.

APPENDIX TWO - Āpitihanga 2

Transfer Expenses - Te whakawhiti utu

The following provisions apply in respect of those employees transferring within NZQA to meet the convenience of NZQA or in the course of promotion. They may be applied in respect of employees who take up appointment with NZQA from outside NZQA at the CE's discretion. They do not apply in surplus staffing situations in which case the provision in clause 11.7 applies.

The CE will agree to assist with actual and reasonable expenses incurred when employees transfer to a new location at the request of NZQA. This assistance may include:

- travel and expenses for the employee and their family;
- removal of furniture and effects;
- temporary accommodation costs;
- expenses associated with buying and selling homes/land;
- costs incurred for termination of a house mortgage.

APPENDIX THREE - ĀPITI HANGA 3

Redundancy Compensation - Ngā utu hapanga

For all current employees who were PSA members as at 1 August 2007 (and have not left NZQA service since this date) and were employed on or before 31 July 2007.

1. For the above employees, this compensation calculation replaces clause 11.12 and is not in addition to it.
2. For the purposes of these provisions, ordinary pay is defined as basic taxable salary, plus regular taxable allowances paid on a continuous basis which either attract overtime or penal payments or are paid on an hourly basis for all hours worked, plus penal payments (T1, T1.5 and T2).
3. Calculation as follows:
 - a. 10 percent of total ordinary pay for the preceding 12 months;
 - b. 4.165 percent of total ordinary pay for the preceding 12 months for one person (other than a dependent child) who is dependent on the employee and receives a gross annual income of less than \$25,000.
 - c. 8.33 percent of total ordinary pay for the preceding 12 months for each dependent child of the employee
4. Dependent child means all children up to the age of 16 years and all children between the age of 16 and 18 years who are not:
 - a. in paid employment; or
 - b. in receipt of a basic grant or independent circumstances grant under the Student Allowances Regulations;
5. and including those for whom employees are paying maintenance in terms of the Ministry of Social Development requirements and those for whom liable parent contributions are made. Where both parents are declared surplus only one parent can claim for dependent children. It is the employee's choice as to which one claims.
6. The payments set out in 1 are regardless of length of service but are conditional on employee's finishing on an agreed date.
7. In addition to the provisions above, employees with 12 months' or more continuous service shall receive:
 - a. 10 percent of total ordinary pay for the preceding 12 months; and
 - b. 4 percent of total ordinary pay for the preceding 12 months multiplied by the number of years of continuous service minus one, up to a maximum of 15; and
 - c. 0.333 percent of total ordinary pay for the preceding 12 months multiplied by the number of completed months in addition to completed years of continuous service, provided total service is less than 16 years.
 - d. 5 percent of total ordinary pay for the preceding 12 months multiplied by the number of years of continuous service between 16 and 19 years; and
 - e. 0.416 percent of total ordinary pay for the preceding 12 months multiplied by the number of completed months in addition to completed years of continuous services provided total service in years is between 16 and 19 and less than 20 years.
8. The total amount paid to employees under these provisions shall not exceed \$55,000.
9. Outstanding Annual and Long Service Leave shall be separately cashed up.

