

[REDACTED]  
[REDACTED]  
[REDACTED]  
date

Dear [REDACTED]

Re: Official Information Request Parental Leave Policy and Entitlements

Thank you for your email of Friday 15 November, in which you requested information under the Official Information Act 1982. You requested:

*'A summary of support, information and entitlements we provide to employees who take parental leave and return to work at our agency, specifically including:*

1. *Parental leave payment, ex-gratia payments and 'top-ups' for primary carers, as well as the conditions employees need to meet to receive such payments*
2. *Paid leave for partners/secondary carers, as well as the conditions employees need to meet to receive such payments*
3. *Remuneration review during leave*
4. *Leave accrual during leave and the rate at which annual leave is paid after an employee returns from parental leave*
5. *Flexible work policies*
6. *KiwiSaver contributions - particularly whether employer contributions are paid during parental leave grant / ex-gratia payment / paid parental leave*
7. *Any contributions towards childcare*
8. *Support in the event of a miscarriage or stillbirth*
9. *Any support provided for fertility, adoption and surrogacy*
10. *Any other parental leave benefits or support.*

EECA's response to your request is attached as Appendix 1.

For completeness, I have also attached the Collective Agreement between EECA and the PSA 1 July – 30 June 2025 as Appendix 2.

You have the right to seek an investigation and review by the Ombudsman of this decision. Information about how to make a complaint is available at [www.ombudsman.parliament.nz](http://www.ombudsman.parliament.nz) or freephone 0800 802 602.

Please note that it is our policy to proactively release our responses to official information requests where possible. Our response to your request will be published shortly at <https://www.eeca.govt.nz/about/news-and-corporate/official-information/> with your personal information removed.

Yours sincerely,



Murray Bell  
Group Manager, Policy and Regulation

## Appendix 1: Summary of support, information and entitlements provides to employees who take parental leave and return to work at EECA

### 1. *Parental leave payment, ex-gratia payments and ‘top-ups’ for primary carers, as well as the conditions employees need to meet to receive such payments*

*EECA does not offer paid parental leave but see below excerpt from EECA’S parental leave policy that applies to all primary carers.*

If you have worked for EECA for 12 months (at a minimum of 10 hours per week), you are entitled to 52 weeks of Parental Leave, broken down by:

- 26 weeks of unpaid parental leave as provided by EECA. This includes 26 weeks of government-funded payments which you will need to apply for through Inland Revenue.
- a further 26 weeks of extended leave as provided by EECA. This is unpaid and not supported by government-funded payments.
- If you have worked for EECA for less than 12 months (at a minimum of 10 hours per week), you are entitled to 26 weeks of unpaid Parental Leave as provided by EECA. This includes 26 weeks of government-funded payments which you will need to apply for through Inland Revenue.

### *Ex Gratia Payment*

In addition to any statutory entitlements, EECA provides staff who have completed six months service after returning from parental leave with an ex gratia payment on the following basis:

- To be entitled to this payment an employee must have been employed by EECA for a continuous period of one year at the time when the employee’s parental leave (being maternity leave, paternity leave or extended leave) commenced and complete 6 months continuous service on return from parental leave.

The amount of the ex-gratia payment will be:

- where the employee takes parental leave for a period less than six weeks, an amount equal to the salary that the employee would have ordinarily received during the period of that leave (for example, if the employee takes four weeks’ leave, the amount will be a lump sum equal to four weeks salary at the rate applicable at that time); OR
- where the employee takes parental leave for a period of six weeks or more, an amount equal to six weeks salary;

with, in each case, the amounts to be assessed at the salary rate applying when the employee commenced parental leave and at the rate the employee worked prior to taking leave (i.e. if the employee was full time, the ex gratia payment is calculated on a full time basis).

The employee will not be entitled to payment of the ex-gratia amount if he/she leaves employment with EECA prior to the completion of the 6 months service on return to EECA.

*2. Paid leave for partners/secondary carers, as well as the conditions employees need to meet to receive such payments*

EECA does not provide paid partner leave, but spouses and partners are eligible for up to two-weeks unpaid partner's leave.

*3. Remuneration review during leave*

All permanent staff will receive an annual remuneration review. This includes staff on parental leave.

*4. Leave accrual during leave and the rate at which annual leave is paid after an employee returns from parental leave*

As per the current legislation EECA's policy is as below.

If you have unused annual holidays that you were entitled to before going on parental leave, the normal calculation for annual holidays will apply, regardless of when the annual holidays are taken. However, the rules are different if you become entitled to annual holidays:

- during parental leave, or in the 12 months following your return from parental leave.

The pay for these annual holidays is calculated at the rate of your average weekly earnings for the 12 months preceding the end of the last pay period before the annual holidays are taken. There is no comparison to your ordinary weekly pay. This can result in you receiving less than you would normally do for your annual holiday pay when you return.

The payment rate for your holidays will increase gradually and over time your holidays will again be paid at their full value.

*5. Flexible work policies*

*Flexible Working Hours*

EECA is committed to an environment that supports work life balance by providing staff with policies and procedures designed to enable staff to balance the requirements of their home and work lives. This policy is designed to support work life balance by allowing staff to work flexible hours subject to operational requirements (provided approval has been sought from their manager).

EECA's core hours are 9.30am and 3.30pm and employees utilising flexible working hours should ensure they are working during this period. This may be varied in exceptional circumstances by the employee's manager. Examples of exceptional circumstances could include:



- Care obligations for a dependant person where healthcare obligations must be carried out during EECA core hours.
- Undertaking an extended period of study part-time outside of EECA that requires a period of contact with the training organisation during EECA core hours.

Before utilising flexible hours, the employee and their manager must agree how this policy will apply. Permission will not be unreasonably withheld and EECA will use its best endeavours to meet the requests for flexible working hours, however operational requirements of the business will need to be taken into account prior to a decision being made.

#### *Flexible working arrangements*

Employees who have caring responsibilities have the statutory “right to request” flexible working arrangements. EECA will consider and respond to the request as soon as possible and within three months of the request.

Employees may wish to vary their hours of work, days of work or place of work.

When considering requests for flexible work arrangements a number of factors need to be taken into consideration, including:

- What is the likely impact on other staff and how will EECA and the employee manage the impact?
- Does the employee understand their commitment to the team under the new arrangement?
- What are the likely business effects of this change to working arrangements?
- What impact will this have on staff management?
- Are there any other employees already working this arrangement, formally or informally?
- Does the employee have specific responsibilities that are difficult to manage if they are not working full time? In the case of roles with staff and/or management responsibilities other aspects such as the manager’s experience level, the amount of support needed by the team and the ability of the manager to be involved in management responsibilities (i.e. Management and Board meetings)
- Will any benefits outweigh any potential adverse effects for the business?
- What is the likely impact of the request being accepted or refused?

The request should be made in writing to the manager and approved by the Chief Executive.

Unless it is specified that the request for a new working arrangement will be for a set period of time, the request will be a permanent change to the employee’s terms and conditions of employment.

#### *6. KiwiSaver contributions - particularly whether employer contributions are paid during parental leave grant / ex-gratia payment / paid parental leave*

KiwiSaver contributions are optional as per the IRD policy, as EECA does not provide paid parental leave. However, KiwiSaver contributions do apply to ex-gratia payments.

*7. Any contributions towards childcare*

A childcare subsidy is available to employees of EECA earning up to the value of the midpoint of grade 13 and who have children in paid childcare. To be eligible the employee must be a single parent or both parents/ partners must be in paid employment. The taxable subsidy is set at \$1000 per annum, to be paid quarterly on production of receipts.

*8. Support in the event of a miscarriage or stillbirth*

As per employer NZ legislation, employees are entitled to three days paid leave on the death of an immediate family member. This includes loss due to whakatahe/ miscarriage. This can be taken at any time, for any purpose related to the death and does not have to be taken consecutively.

EECA has engaged EAP Services limited to provide an external service to all employees for use in situations of personal difficulty, health difficulties or stress.

As well as free southern cross medical insurance for all permanent staff- this comes with many benefits including access to being well+ wellness modules and three free mental health sessions with Raise.

*9. Any support provided for fertility, adoption and surrogacy*

As per our parental leave policy, we do not provide any specific surrogacy support.

*10. Any other parental leave benefits or support.*

Staff continue to be able to make claims and receive Southern Cross discounts while on parental leave. Staff also have access to the EAP programme during parental leave.

Birthing Parents are entitled to up to 10 days Special Leave as required, for reasons connected with pregnancy (e.g. ante-natal checks). This may be paid or unpaid at the discretion of the employee's manager.



TE TARI TIAKI PŪNGAO  
ENERGY EFFICIENCY & CONSERVATION AUTHORITY

**Collective Agreement**  
**Between EECA and the PSA**  
**1 July 2023 – 30 June 2025\***



New Zealand Public Service Association  
Te Pūkenga Here Tikanga Mahi

\*refer clause 1.3

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# 1 INTRODUCTION

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The main resource of EECA is our skilled and dedicated employees. These terms and conditions of employment are designed to: (a) facilitate an environment that will enable us to fulfil our obligations under the Energy Efficiency and Conservation Act 2000, and (b) ensure that EECA remains a good employer under the State Sector Act 1988, the Employment Relations Act 2000, other relevant statutes, and in alignment with the principles of the Treaty of Waitangi.

Subject to the provisions of this agreement, management has the right to plan, manage, organise and finally decide on the operations and policies of EECA. EECA maintains a number policies and rules, which apply to the terms and conditions of employment and provide guidelines for the behaviour of all EECA employees including those covered by this agreement.

Reference is included in this Collective Employment Agreement to the relevant policies and the general principles that are incorporated into the detail of the policy documents. Where this agreement refers to or transfers procedural matters to EECA's Human Resource Policies then the detail of those Policies shall apply to the employees covered by this Agreement.

The parties acknowledge that EECA may be required to amend these policies and rules (or implement others) from time to time. The parties agree that changes to existing policies and rules will be developed in consultation with the PSA and that any changes required to existing policies will not be implemented retrospectively to the disadvantage of employees.

Employees will have access to all current policies either via the intranet or by requesting copies from the Human Resources team.

## 1.1 Parties to this Agreement

The Chief Executive of the Energy Efficiency and Conservation Authority, the Public Service Association and employees of the Energy Efficiency and Conservation Authority (EECA) employed in positions covered by this agreement who are full financial members of the PSA.

## 1.2 Positions Covered by this Agreement

This agreement covers employees who are members of the Public Service Association. It excludes: -

- Group Managers
- Staff in designated Human Resource Manager and Human Resource Advisor positions
- Employees on fixed term employment agreements of 3 months or less

## 1.3 Term of this Agreement

This agreement comes into force on 1 July 2023 and continues in force until the earlier of the following dates when the agreement will expire:

1. 30 June 2025, or
2. The date upon which the union notifies the employer that it cannot agree to the recommended remuneration budget approved by the Board under clause 3.2.3. If the PSA wishes to use this mechanism, it must do so in writing by 31 May 2024.

## 1.4 Variation to this Agreement

The provisions of this agreement may be varied at any time by written agreement by the parties. The parties acknowledge that during the term of the agreement new EECA wide Human Resources policy may be developed or



existing Human Resources policies amended that would require variations to this agreement to ensure that there is consistency between this agreement and the EECA wide Human Resources policy. The PSA will be consulted on the review of existing or development of new Human Resources policy in accordance with clause 1.7.

When a proposal is made to vary this agreement, the PSA will advise EECA of the ratification procedure which will take place among all members covered by the agreement. Following the ratification of a variation the updated version of the agreement signed by the parties will be published on the Intranet.

## **1.5 Savings Clause**

Nothing in the application of this agreement shall serve to reduce the existing entitlements of EECA employees who were parties to the Collective Employment Agreement between the Ministry of Commerce, the PSA and those employees, immediately prior to 1 January 2003 provided they have remained party to EECA's Collective Employment Agreement.

This agreement shall be made readily available to all employees and accessible either electronically or in hard copy on request to the Human Resources team.

It is the intention of the parties, unless specifically agreed, that this agreement should not lessen conditions. It is also recognised by the parties that errors in drafting may have unintentional consequences in which case the parties shall meet to either:

- a) Agree the original wording of the previous CEA applies
- b) Clarify and confirm the new intent
- c) Agree to vary the CEA

## **1.6 Constructive Engagement**

EECA's success depends on teamwork and people working together in a spirit of partnership and cooperation across the organisation. EECA and the PSA are committed to promoting effective teamwork across the organisation and ensuring that consultation and co-operation are the basis for relationships amongst all people working at EECA.

Our aim is to have effective communication so that discussions on matters arising out of the employment of staff can be initiated by either the employee or their manager. If there are concerns or questions about such matters employees are encouraged to raise them with their manager and / or the PSA delegate.

EECA and the PSA recognise the need to continuously strive to ensure a quality environment for EECA employees, and to maintain the integrity and responsiveness of the public sector. To this end EECA and the PSA are committed to working together in a co-operative and open relationship for quality, in order to achieve quality service, through quality jobs and quality management.

## **1.7 Consultation**

EECA and the PSA shall consult with each other to solicit any information, views and/or reactions to any issue raised. Both parties will act in good faith and seriously consider the views of the other party. Each party will supply the other with relevant and accurate information so an informed view may be gained. A reasonable time period will be given to evaluate the information.

## **1.8 Delegate Training**

EECA supports the role of delegates in the workplace and recognises that the skills learnt and practiced as a PSA delegate are skills which are valued by EECA. Reasonable paid time will be allocated to delegates to carry out their

role effectively within and beyond the workplace (subject to arrangements agreed between the PSA and EECA dealing with notice, timing etc.).

EECA will agree an annual allocation of a reasonable number of paid days, inclusive of any statutory entitlements, to enable delegates to attend training, including union delegate training. The parties may agree any additional days over and above the minimum.

## **1.9 Access of Union Officials to Workplace**

PSA representatives may enter the workplace at reasonable times during work hours provided they follow normal notification protocols and observe any safety or health or security procedures and avoid unreasonable disruption to normal work.

## **1.10 Use of EECA Equipment**

EECA will allow delegates to make reasonable use of work facilities to communicate with members and potential members. In using these facilities, delegates and members will observe all the EECA's normal standards and policies that apply to such facilities.

## **1.11 Union Meetings**

PSA members are entitled to attend, on ordinary pay, at least two union meetings, up to a total of four hours in each calendar year. The number and duration of these meetings will be agreed within the total annual maximum of four hours, inclusive of any statutory provisions.

The PSA shall provide EECA with reasonable notice of the date and time of any such union meeting. The PSA shall make arrangements with EECA for EECA operations to continue.

Paid leave is only available for actual attendance at union meetings where the employee would otherwise be working for the employer during the meeting.

The employer and the PSA may agree additional allocations of time for paid union meetings. These agreed meetings over collective employment matters are not a debit against any allocation of time for PSA meetings.



## 2 GENERAL REQUIREMENTS

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### 2.1 Location

The usual place of work will be in EECA's offices as defined in the location applicable to the position.

### 2.2 Hours of Work

Employees will be expected to work 38 hours per week (excluding lunch breaks). All employees scheduled to work full days are required to be in the office between 9:30 and 3:30pm on their days of work. An unpaid lunch break of at least 30 minutes applies and one paid 10 minute break in the morning and one in the afternoon may be taken.

Where part time employees work part days their hours of work are agreed in their letter of offer. Part time employees will be entitled to the following paid rest breaks and unpaid meal breaks:

- one paid 10-minute rest break if their work period is between two and four hours;
- one paid 10-minute rest break and one unpaid 30-minute meal break if their work period is between four and six hours;

There are some customer-oriented positions that require employees to work throughout usual office hours. These employees will be advised at the time of hiring of this requirement. In these positions, flexibility is required in the scheduling of breaks around customer requirements.

### 2.3 Additional Working Hours

It is expected that employees will perform their duties during the standard working week.

Sometimes, an employee may be required to work additional hours and is subject to the employee's agreement to do so, to discharge the duties and responsibilities of their position. This may include extra efforts required to meet specific project deadlines, organising an event or where an employee is required to undertake travel within their own time. If the employee anticipates the need for long hours as a result of tasks they are required to complete, they should discuss this with their manager prior to starting the tasks and agree the process moving forward. In general, their manager will support them to take the equivalent hours worked as time off, usually within the same pay period. More information can be found in the Work and Life Balance Policy (HR004).

### 2.4 Flexible Working

EECA is committed to an environment that supports 'work-life balance' by providing employees with policies and procedures designed to enable them to balance the requirements of their home and work lives. More information can be found in the Work and Life Balance Policy (HR004)

#### 2.4a Flexible Working Arrangements

Before any use of flexible working arrangements starts, the employee and his/her manager must agree how this will apply. EECA will use best endeavours to meet employees' requests for flexible working arrangements; however, the operational requirements of the business need to be taken into account prior to a decision being made by the relevant manager.

Employees can request Flexible Arrangements at any time under Part 6AA of the Employment Relations Act 2000 (and its amendments). More information can be found in the Hours of work Policy (HR010)

## 2.4b Working from Home

EECA has a Working from Home Policy which allows for up to 2 days per week working from home. More information can be found in the EECA Working from Home policy.

## 2.5 Security

Security of information, equipment and premises is a fundamental part of the way we undertake our business. We require that employees take every care to ensure the security and confidentiality of EECA's information, equipment and premises and generally ensure that they will act to protect EECA's interests.

## 2.6 Impartiality and Conflicts of Interests

The integrity of employees depends on impartiality and the avoidance of private interests or activities, which might conflict with their performance. Employees are expected to display high standards of honesty and integrity at all times and to avoid situations that might compromise individual or EECA integrity.

More information can be found in the Code of Conduct and Gifts Policy (HR019) and the Conflict of Interest policy (HR024).

## 2.7 Confidentiality

When working in the public sector it is important to maintain confidentiality and uphold political conventions in relation to policy matters. The Cabinet Office manual, Cabinet Office circulars and State Services Commission provide formal and specific guidance on these issues. Generally speaking, it is particularly important to maintain the confidentiality of:

- Cabinet papers (especially minutes);
- Ministerial briefings and correspondence;
- Briefings to parliamentary committees;
- Information gained at meetings with government officials;

Employees agree that they will hold all confidential information in confidence and will not (without EECA's written consent) either during this Agreement or following its termination;

- Use any confidential information;
- Disclose any confidential information to any person, firm, company or entity;
- Copy any material containing confidential information for personal use or for use by any other authorised person, firm, company or entity;

other than to the extent necessary to carry out their obligations under this agreement.

## 2.8 Intellectual Property and Copyright

All work product and all inventions, improvements, discoveries, processes, programmes and/or systems developed by employees in the performance of their duties while employed by EECA shall be fully disclosed to and become the sole and absolute property of EECA. Upon request, employees shall execute, acknowledge and deliver such assignments, certificates and other documents that EECA may consider necessary or appropriate to vest all rights, titles and interests therein to EECA.

## 2.9 Code of Conduct

Employees are required to perform the duties required of their position (which include those duties outlined in the applicable job description), any performance agreements and any other duties that EECA may reasonably require

them to perform from time to time. Employees will act professionally, competently and with integrity in carrying out their duties. They will act in accordance with all statutes, regulations and bylaws relating to their position and will comply with all EECA policies, the Code of Conduct, and rules that apply to their employment.

An investigation will be carried out when allegations of misconduct or unsatisfactory performance are made. A full investigation will always be carried out whenever an allegation of serious misconduct is made against any employee. If the Chief Executive agrees, an employee may be suspended (on full pay) while the investigation is carried out. The Police will be involved where criminal activity is suspected.

The Code of Conduct details the steps to be taken during a disciplinary process (this includes concerns regarding employee performance). The steps are designed to ensure procedural fairness. The five main fundamentals to the disciplinary process are:

- Promptness: Any action should be taken as soon as practicable after the event.
- Impartiality: Disciplinary procedures will be applied to all employees equitably.
- Consistency: Similar action will be taken for similar incidents/behaviours across EECA.
- Prevention: The purpose of any disciplinary action is to prevent further unsuitable behaviour
- Fairness: Any disciplinary action taken will relate to the nature of the incident/behaviour.

More information can be found in the Code of Conduct and Personal Conduct policy (HR007)

## **2.10 Health & Safety**

EECA will ensure that employees are treated fairly and properly in all aspects of employment. This includes providing and maintaining a safe working environment for employees and providing and maintaining facilities for the health and safety of employees while they are at work.

EECA does not, under any circumstances, condone the harassment of any employee (by another employee or client) or the harassment of a client by an employee. Complaints of harassment are treated seriously, sympathetically and confidentially.

EECA is committed to equal opportunity. This is expressed in the policies for recruitment, selection, career development, performance management and conditions of employment. The equal employment opportunity policy is aimed to contribute to a positive work place.

Everyone at EECA has a responsibility to ensure our workplace is safe. EECA has an elected health and safety committee with elected Health and Safety Representatives (HSRs)

The employer will

- Establish a strong safety culture throughout our business by charging our leaders with responsibility for safety, including visible safety leadership, creating safe workplaces and embedding safe work practices
- Prevent work related injuries or illness through the promotion of safe behaviours and the integration of safe work practices into all work methods
- Ensure EECA's contracting arrangements with external service providers contain specific health and safety terms consistent with the parties' obligations under the HSW Act
- Systematically identify, assess and control work-place hazards
- Establish health and safety goals at all levels within EECA, and regularly monitor and review these goals by undertaking appropriate reviews and evaluations of operations in order to measure progress and to foster compliance with this policy
- Record, report, investigate and learn from all incidents and near misses
- Ensure our people, systems, equipment and work practices create a safe workplace by requiring all employees and contractors to understand health and safety responsibilities relevant to their roles and to take personal responsibility for their own safety and the safety of those around them



- Provide the necessary training and education to prevent injury and harm
- Actively support early and safe return to work of all injured and ill employees
- Moderate or suspend activities if health and safety would be compromised.

Employees will take all reasonably practicable steps to ensure their own fitness for work and the safety of themselves and others in the workplace. To maintain a safe working environment, employees are required to attend all required induction training, training, and refresher training and comply with EECA's health and safety rules, policies, procedures, and safety instructions.

EECA and its employees will comply with all relevant legislation and regulations in force including the Health and Safety at Work Act 2015 and all relevant Approved Codes of Practice, New Zealand Standards and guidance material, and/or other international standards and guidance material regarding best practice for the particular task.

More information can be found in the Health and Safety policy (HS1) and the Prevention of Harassment and Bullying Policy (HR025).

### 2.10.1 Accidents and Hazards

EECA and its employees will co-operate to identify, reduce, minimise, monitor or eliminate potential and identified hazards and cooperate in investigations. All potential or observed hazards, and all accidents or near miss incidents must be reported immediately to a manager, or a Health and Safety Representative, and employees will assist as required in the investigation of any accident or incident. The details of all hazards and accidents must be recorded in the Hazard and Accident Register, which is kept by HR.

Employees will advise their manager or an HSR or a worker representative if they Employee feel unduly stressed at work. EECA will assess the situation, and then work with the Employee to eliminate, minimise, reduce, and/or monitor such stress as appropriate. EECA takes health and safety very seriously, and failure to comply with the the health and safety provisions of this agreement may constitute serious misconduct.

### 2.10.2 Employment Assistance Services

As a good employer EECA has engaged EAP Services Limited to provide an external service to all employees for use in situations of personal difficulty, health difficulty or stress. All contact with EAP Services Limited is strictly confidential. EECA funds three one-hour sessions for each employee and EAP can request more sessions on behalf of an employee.

More information can be found in the Employee Assistance Programme Policy (HR014).

### 2.10.3 Discomfort, Pain and Injury

In diagnosed DPI cases, EECA encourages a partnership with the employee to develop and implement an effective rehabilitation programme, which has regard for the employee's limitations and medical constraints. The manager must arrange for any possible causes of DPI to be investigated.

Corporate Services will arrange for all new employees to have their workstations ergonomically assessed. Existing employees may request to have their workstations ergonomically assessed where there is concern they may be suffering from symptoms or signs of DPI. If there are physical changes to the work environment of an employee, further ergonomic assessment may be requested.

If any employee is concerned that they may be suffering from symptoms or signs of DPI they must advise their manager immediately, and then visit their general practitioner for a diagnosis. The employee must advise their manager of the result of the visit to the GP on return to work. Early identification of a potential DPI problem should ensure that symptoms are readily reversible, given early and appropriate advice.

#### 2.10.4 Eye Care

Employees may undertake an eye test at EECA's expense provided the employee does not have private medical insurance that covers eye tests.

More information is available in policy HR006.

PSA members can access \$350 towards eye tests and eye wear as outlined in the policy.

PSA Members can access discounts on some services with selected providers – please phone the PSA on 0508 367 772 or visit [www.psa.org.nz](http://www.psa.org.nz) for more information.

## 3 REMUNERATION

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More information can be found in EECA's Remuneration Policy (HR020), which can be found on EECA's Intranet.

### 3.1 Remuneration Strategy

EECA's remuneration strategy is to provide competitive remuneration and to recognise the contributions staff make to the organisation's performance. The remuneration strategy is based on the following key principles and objectives:

- EECA has a competitive position in the market
- Remuneration reflects the desired behaviours required within EECA
- Remuneration and performance are linked
- EECA recognises high performance and staff are encouraged to perform to their full potential
- EECA can afford to implement its strategy within the funding envelope incorporated in its annual Statement of Performance Expectations
- Remuneration adjustments are affordable and sustainable
- The Remuneration structure/system is easy to manage and administer, equitable and fair and all staff have access to the information needed to understand how the remuneration structure operates

### 3.2 Remuneration System

#### 3.2.1 Market position

To ensure a competitive position in the market, EECA sets its pay ranges by reference to a market median position against the Korn Ferry Hay Group All Organisations survey findings. Ranges are updated annually to ensure they continue to reflect EECA's chosen position in the market, bearing in mind any fiscal constraints.

Where, exceptionally, market data suggests the median for a grade is lower than for the previous period, it will be at the discretion of the Chief Executive whether a new lower midpoint is set for the coming year, or the existing midpoint is retained until further notice. In either case, EECA will not reduce the salary of any individual employee based purely on market movement. Market movement will be applied to eligible staff, unless there is a proactive performance improvement plan in place.

#### 3.2.2 Progression within the Remuneration structure

Staff progression within the remuneration structure will generally occur through the following processes:

- Progression within the pay range for their role. (refer clause 3.4.1)
- Appointment to a higher graded role following a recruitment process or internal review process.
- Expansion of job scope of a role where a role can be expanded to reflect the abilities of the incumbent and the Team requires a higher graded role to manage its functional responsibilities. Note: the establishment of a higher graded role in a team will require the approval of the Chief Executive.

#### 3.2.3 Setting the Budget for Annual Remuneration decisions

Prior to any annual remuneration movements being considered, the Board must approve the recommended budget allocated to the remuneration review for all EECA staff.

The PSA and CE will meet prior to the April/May Board meeting to consider the following factors to inform their recommendations:

- March All-Organisations Korn Ferry Hay Group Market Data

- Affordability
- Position In Range Profile of staff on the Collective Agreement

The PSA will either support the CE in making this recommendation to the Board or may provide an alternative view to the CE which the CE will table at the Board meeting for their consideration.

### 3.2.4 Job Evaluation Methodology

All permanent positions at EECA are evaluated in accordance with the Korn Ferry Hay Group job evaluation methodology, which allows consistent internal measurement of roles, and the determination of relativities and differentials between roles.

Benchmarks with the Korn Ferry Hay Group remuneration market are carried out on the basis of a fulltime equivalent base salary. The calculation of base salary includes an employee's annual salary and additional leave purchased through a salary sacrifice (*pro rata* for part-time staff).

EECA's approach to job evaluation is set out in its Remuneration Policy HR 020. If EECA wishes to review its approach to job evaluation, the PSA will be involved in that review. In the event of structural change impacting several positions within coverage of this Collective Agreement, the PSA will be informed of the rationale for grading of roles that change or are created as a result of structural change.

### 3.2.5 Pay Ranges for each grade

Each grade is assigned a pay range of 80-120% of the midpoint. The pay ranges for 2023-2024 can be found in Appendix B.

## 3.3 Individual Pay Allocation

### 3.3.1 Position within the Remuneration Range

The pay range for each role gives adequate scope to pay individuals different salaries on the grounds of performance and experience as illustrated by an individual's productivity. All staff will be paid within the assigned remuneration range for their role, except in extraordinary circumstances with the express authority of the Chief Executive. Measured performance, affordability and relativity will be crucial factors in the placing and progression of staff within their pay range.

#### On Appointment to a Role

- Successful candidates will be advised of the pay range and proposed commencing salary for the role at the time of offer, to enable good faith negotiation. The PSA is able to represent members in starting salary discussions.
- The remuneration for existing EECA staff appointed to a new position will be determined on the same basis as for external recruitment – placement in the range and the appropriate zone will be determined on the basis of the pay range definitions (included in Appendix B).

## 3.4 Remuneration Adjustments

EECA aspires to pay staff at a level that reflects their capability, contribution and experience as illustrated by an individual's productivity.



### 3.4.1 Criteria and progression for staff within a pay range

The assessment of whether progression in the range is warranted will occur as part of the annual performance review process. The pay range definitions are included in Appendix B. Factors to be taken into account by the Manager in making a recommendation for progression of the staff member will include:

- On-the-job learning that has resulted in increased contribution to the required deliverables of the team
- Skill development and demonstrated behaviours and competence, as reflected in their productivity and mastery in undertaking the role
- Job performance and demonstrated ability to undertake more complex functions; e.g., new tasks, additional workload, project work, coverage of co-workers
- Achievement of developmental milestones and performance outcomes outlined in the Performance Agreement

The primary objective of progression within a pay range is to recognise skill and capability development and the demonstrated ability to contribute to the organisation. A percentage movement within the pay range commensurate to the employee's increased competency and related performance will be applied.

Where a staff member is already paid at the top of their grade, even after the range has been updated for remuneration review purposes, and the staff member's performance remains at a high level, they will not receive an increase to their fixed pay, but may be considered for a suitable one-off fixed sum payment, at the discretion of the Chief Executive.

Each year, each PSA member who has been in their role for more than 5 years who has not yet reached 100%105% position in range shall, on request, be provided with a written explanation of why they are not being paid in this range and be offered support to progress into this position in range.

By the end of October, following the annual remuneration review process, EECA will provide the PSA with the number of PSA members that have been in their role for more than 5 years who have not yet reached 100%105% position in range. .

### 3.4.2 Annual Remuneration Review

The Annual Remuneration Review will normally follow the completion of the end of year Performance Review, usually in July, and will rely on the outcomes of that review. .

In 2023, the Annual Remuneration Review remuneration ranges are outlined in Appendix B.

Please refer to Appendix C for information if there is a dispute over the performance review.

HR will undertake a moderation process with the Leadership Group to ensure there is consistency within and across teams for the Annual Remuneration Review. Eligibility for a remuneration review covers permanent staff, and fixed-term staff where this has been agreed as part of their contractual arrangement. Staff who join EECA after 1 April will not be eligible for that year's remuneration review.

EECA recognises the use of salary increases as an important factor in the reinforcement of messages to staff on the importance of individual and organisational performance, and in the development of an organisational culture that values high performance.

After costing the implications of the application of the new pay ranges (based on market movement) and the recommendations from Managers for progression within the grades, the Chief Executive decides on the allocation of approved funds to recognise performance.



## **3.5 Other Remuneration Adjustments**

The Chief Executive has the authority to approve a change in an employee's remuneration or a one-off payment to an employee outside the normal annual process if the remuneration change or one-off payment meets one of the following criteria:

- There is a significant shift in the market for a particular position that threatens retention of an employee; or
- There is a case for a one-off payment of up to 5% of an employee's gross remuneration in recognition of exceptional performance. (Any one-off payments in excess of this level require approval of the Board Chairman.)
- If the employee's role has moved to a higher grade as a result of material changes in the job description

### **3.5.1 Access to Individual Remuneration Information**

EECA's objective is to ensure all staff are well-informed about the remuneration system and supporting policies. Employees can request information on the job grade and pay range for their position. In addition to the published information explaining the grade and remuneration structure, employees may request further information from their Manager or Human Resources on job evaluation and remuneration for other grades. Such requests may be declined if the information would relate to other specific staff members.

## **3.6 Salary Payments**

Salary will be paid to a bank account nominated by the employee. Payments will be paid fortnightly unless otherwise stated in employee's personal terms.

## **3.7 Deductions from Pay**

Where the employee has given written consent for deductions to be made from their salary, EECA will make the appropriate adjustment to employee's salary payments. This could include Kiwisaver employee contributions, PSA membership fees, or payroll giving to charitable donations.

EECA will remit PSA membership fees to the PSA in line with EECA's usual pay cycle with a schedule advising which members have paid those fees.

The appropriate adjustment will be made in the event an employee is granted any period of unpaid leave.

On termination of employment, EECA may make reasonable deductions from an employee's pay (including from the final pay on termination of employment) for the value of any leave taken in advance, or notice not worked, provided the employee is notified. EECA may seek to deduct the value of any unreturned EECA property (with due allowance for fair wear and tear) or any other debt owed to EECA but must communicate with the employee prior to making these deductions.

The provisions of the Wages Protection Act 1983 and the Employment Relations Act 2000 (and its amendments) will be observed.

## **3.8 Higher Duties Allowance**

This Allowance is designed to ensure that employees who are temporarily performing higher duties are appropriately recompensed and to recognise employee's commitment and willingness to take on responsibilities above and beyond their normal role.

A higher duties allowance may be payable to an employee when they are required to undertake the full duties and responsibilities of a position that is job sized at a higher level on a temporary basis that is longer than five working days or they are carrying out a special project or responsibility that warrants recognition by way of remuneration.

The determination of whether a higher duties allowance is payable will take into account a range of factors, including: the ability of the staff member to competently undertake all the functions and accountabilities of the role; the level of coaching and support that is required; and the extent to which the opportunity is part of the staff member's training and development plan.

The higher duties allowance rate is calculated as:

- 7% of the employee's salary who is acting in the position, OR
- a higher rate determined by the Chief Executive.

Where payment of the full rate is not justified (i.e. an employee carries out partial duties and responsibilities), the appropriate rate will be determined by the Chief Executive. Subject to the Chief Executive's approval, the allowance may be shared by two or more employees each performing some of the duties of a higher position. The allowance rate is paid from the first day to the last day of the higher duty (inclusive). If an employee is subsequently appointed to the higher position, the appointment will be backdated to the date the employee commenced acting in the higher position.

More information can be found in the Higher Duties Allowance policy (HR021)

### **3.9 Child Care subsidy**

A childcare subsidy is available to employees of EECA earning up to the value of the midpoint of Grade 13 and who have children in paid childcare. To be eligible the employee must be a single parent or both parents/partners must be in paid employment. The taxable subsidy is set at \$1,000 per annum, to be paid quarterly on production of receipts.

### **3.10 Superannuation Savings Scheme**

EECA will make deductions and employer contributions in accordance with the current Kiwisaver legislation.

### **3.11 Reimbursement of Professional Fees**

Agreement on which professional associations EECA will pay membership fees for is made either at appointment as part of a negotiated package, or within the scope of the Training and Development policy. Employees should approach Human Resources for further information.

## 4 LEAVE

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The provisions of the Holidays Act 2003 apply to this agreement.

More information on leave entitlements can be found in the Leave Policy (HR016).

### 4.1 Public Holidays

If an employee is required to work on a public holiday, payments for the time worked will be in accordance with the Holidays Act. They will be entitled to pay at the rate equalling time and a half plus or their relevant daily pay. As long as it is a scheduled working day an employee will also be entitled to an alternate day's holiday on an agreed date, or failing agreement, on a date of the employee's choice having regard to what is convenient to EECA.

The recognised NZ Public Holidays are:

- Christmas Day (25 December)
- Boxing Day (26 December)
- New Year's Day (1 January)
- The day after New Year's Day (2 January)
- Provincial Anniversary Day (date determined locally)
- Waitangi Day (6 February)
- Good Friday (date varies)
- Easter Monday (date varies)
- ANZAC Day (25 April)
- Sovereign's Birthday (first Monday in June)
- Matariki (date varies)
- Labour Day (fourth Monday in October)

Please refer to the Holidays Act 2003 and subsequent amendments for further information.

### 4.2 Annual Leave

For each full year of employment the employee will be entitled to four weeks plus 2 days' leave, effective from 11 August 2023.

Employees should discuss with their manager their preferences as to when this leave will be taken so that, as far as practicable, their wishes can be accommodated.

It is good practice that employees take a break from work on a regular basis. EECA requires that leave is taken within twelve months of it falling due, but in special circumstances EECA may agree in writing to leave being taken at a later date or in advance of the employee's entitlement.

The timing of annual leave is subject to consultation and agreement between the employee and their manager. The employee is required to obtain approval from their manager in advance of taking annual leave. This approval must be recorded through an application in the EECA self-service leave system via the intranet. The manager must balance work requirements with the employee's needs. Managers are also required to ensure that employees take annual leave within an appropriate timeframe.



Annual leave accrues on a fortnightly basis and may be taken as it is earned. Employees should get their manager's approval before accumulating more than 5 days over their annual leave entitlement.

### 4.3 EECA Days

The three working days following Boxing Day are additional paid holidays which EECA offers staff. These days cannot be accrued, cashed up or taken at any other time of the year. Part time employees are paid the leave only when these holidays occur on a normal working day.

### 4.4 Christmas Office Closure

To ensure all employees have the opportunity to take a reasonable break, the EECA office may be closed for a two week period over Christmas and New Year. The Chief Executive will advise employees of the planned office closure by Labour Weekend. The annual leave required to be taken by employees would vary from year to year but would not exceed 4 days. In closing the office at Christmas, EECA enables employees to take a continuous two week break during this period.

### 4.5 Parental Leave

The provisions of the Parental Leave and Employment Protection Act 1987 apply to this agreement. There are important steps to take in applying for and returning from parental leave. More information about parental leave can be found in EECA's Leave policy (HR016) or the Act itself.

#### Ex Gratia Payment

This provision is in addition to the Parental Leave and Employment Protection Act 1987.

The employee is entitled to an ex gratia payment if they

- were employed by EECA for a continuous period of one year at the time when their parental leave commenced; and
- have completed 6 months continuous service on return from parental leave.

The amount of the ex gratia payment depends on how long the employee took for parental leave and will be either:

- a) where the employee takes parental leave for a period less than six weeks, an amount equal to the salary that the employee would have ordinarily received during the period of that leave (*for example, if the employee takes four weeks' leave, the amount will be a lump sum equal to four weeks' salary at the rate applicable at that time*); OR
- b) where the employee takes parental leave for a period of six weeks or more, an amount equal to six weeks' salary;

with, in each case, the amounts to be assessed at the salary rate applying when the employee commenced parental leave and at the rate the employee worked prior to taking leave (i.e. if the employee was full time, the ex gratia payment is calculated on a full time basis).

### 4.6 Long Service Leave

Following a period of 5 years' continuous service and for each subsequent 5 years continuous service with EECA, the employee will be entitled to one week's long service leave. Part timers also qualify but the benefit is on a pro rata basis.

Long service leave must be taken in one period and within one year of qualification.

An employee who resigns, or has given notice of resignation, or who is dismissed, forfeits any untaken long service leave. Untaken long service leave will be paid out in the event of medical retirement or redundancy.

## **4.7 Recognition of Previous Service**

EECA will recognise relevant previous service for the purposes of leave entitlements at the discretion of the Chief Executive on referral from the hiring manager. A record of service from previous employer should be provided to the Human Resources team as evidence of previous service.

Relevant previous service must be with either:

- other departments of the Public Service (as listed in the First Schedule of the State Sector Act 1988) and the Parliamentary Service. This service must be at least 12 months in duration and have ended within 2 years of the date of appointment to EECA. Previous service will not be recognised if it ended with employees accepting severance or enhanced early retirement under any restructuring / surplus staffing provisions of any department of the Public Service or Parliamentary Service; or
- organisations such as (but not limited to) those listed below provided the service is like for like or of definite value to the position to which the employee is recruited to in EECA and the employee is recruited directly and joins EECA within 1 month of ceasing previous employment.
  - New Zealand Government Corporations
  - Local Authorities
  - New Zealand Universities
  - New Zealand Armed Forces
  - Iwi Authorities
  - New Zealand Schools

Although it is preferable that this issue is raised at the beginning of your employment, employees are entitled to raise this issue at any point of their employment.

More information can be found in the Previous Service Recognition Policy (HR002)

## **4.8 Sick Leave**

Each PSA member is entitled to up to 13 days' paid sick leave per annum to recover from sickness or injury.

The employee's manager may approve the anticipation of up to 5 days of the next year's leave entitlement. The Chief Executive may approve additional leave.

Unused sick leave entitlements may be carried over to future years up to a maximum of 60 days.

More information can be found in the Leave Policy (HR 016).

To assist with the smooth running of the organisation, employees are asked to advise their manager (or Reception) as early as possible on the first day of any absence due to sickness and to keep their manager informed as to when they will return to work. A medical certificate may be required after 3 days of sick leave or if the employer doubts the employee was genuinely ill.

Where an employee falls ill or is injured while on another form of paid leave, this leave will be altered to sick leave on the employee's request.

### **Long Term Sick Leave**

It is EECA's intention to support employees who have a long-term illness. At the discretion of the employee's manager, there may be a review for long term illness after 3 months absence from the workplace. At that time the following options will be considered:

- Alternative duties and / or part time hours
- Leave on full pay
- Leave on half pay
- Unpaid leave
- Medical retirement

## **4.9 Dependant Leave**

Each employee is entitled to 5 days of paid leave per annum to care for dependants who are sick or injured.

A dependant is considered to be an immediate family member (being spouse, partner, parent, child, sibling, grandparent, grandchild or spouse or partner's parent).

Each employee is entitled to 5 days of paid leave per annum to care for dependants who are sick or injured. Unused dependant leave entitlements may be carried over to future years, up to a maximum of 5 days in any one year. Therefore, the maximum amount of dependant leave that can be taken in any one year is 10 days.

If the employee runs out of Dependant Leave, they can use their own sick leave, or may choose to take annual leave. For serious illness of dependants, the Chief Executive may approve additional special leave.

## **4.10 Special Leave**

Special leave may be provided on a paid, partly paid or unpaid basis to provide employees with time out to pursue other interests. Approval of such leave and whether it is to be paid, partly paid or unpaid is at the discretion of the employee's manager, and is subject to operational needs being met. In cases where EECA is legally required to approve special leave e.g. jury or witness service, managers will approve paid special leave as required.

Leave may be approved for (but is not limited to):

- Examinations/lectures/study – refer EECA's Training and Development Policy
- Civil defence and emergency relief
- Meetings of boards, councils and committees
- Search and rescue operations
- Volunteer Fire Fighter
- Attendance at a non-work related hui
- Representing New Zealand at a sports/cultural event
- Jury Service requirements
- Witness requirements
- Military Training
- To pursue personal interests (leave without pay)

Any payment made to employees for attendance at events during a period EECA is providing paid special leave must be reimbursed to EECA (e.g. jury service fees), unless otherwise agreed by the employee and their manager prior to the leave being taken. Alternatively the employee can waive the receipt of the payment by notifying the entity paying the fees they are not required. This should be agreed by the employee's manager prior to the employee taking this action.



All requests for special leave for personal pursuits will be considered on a case by case basis taking into account a range of factors and require the approval of the Chief Executive.

For requested periods of leave for personal pursuits (comprised of annual leave and unpaid leave) beyond 3 months staff will be required to resign from EECA and there will be no guarantee of a future position with EECA. Any future offers of employment would be based on the availability of a suitable vacancy or funding to enable appointment to a role within EECA.

Leave without pay interrupts but does not break service. Where leave without pay is approved, annual leave will only be accrued during the period with the manager of the employee's approval.

More information on special leave entitlements can be found in the Leave Policy (HR016).

## **4.11 Bereavement Leave**

Bereavement/Tangihanga leave on pay may be approved to an employee to discharge an obligation and/or to pay respects to a deceased person with whom the employee has had a close association. These obligations may exist because of blood or family ties or because of particular cultural requirements including attendance at all or part of a Tangihanga (or its equivalent).

Employees are entitled to three days paid leave on the death of an immediate family member (being spouse, partner, parent, child, sibling, grandparent, grandchild or spouse or partner's parent). This includes a loss due to whakatahe/miscarriage. This can be taken at any time and for any purpose relating to the death. Employees do not have to use bereavement leave immediately, nor on consecutive days. The entitlement of 3 days includes the ability to attend huru khatu/unveiling. If international travel is required for bereavement purposes, up to 5 days bereavement leave will be provided.

In the event of a death outside the immediate family that causes the employee to suffer a bereavement, up to one day of paid leave may be taken if the employee's manager accepts that the employee has suffered a bereavement. In considering whether a bereavement has occurred for that employee, the manager should take into consideration:

- how close the association was between the employee and the other person,
- whether the employee is responsible for any aspects of the ceremonies around the death, and
- whether the employee has any cultural responsibilities he or she needs to fulfil in respect of the death.

In both cases (i.e. death of an immediate family member or a close person), the length of bereavement leave can be extended at the discretion of the employee's manager.

Where an employee suffers a bereavement while on another form of paid leave, this leave will be altered to bereavement leave upon the employee's request.

More information on leave entitlements can be found in the Leave Policy (HR016).

## **4.12 Domestic Violence Leave**

EECA recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance, performance and/or safety at work.

Employees affected by domestic violence are entitled to up to 10 days of paid Domestic Violence Leave per year, in order to deal with the effects of domestic violence.

Employees affected by domestic violence are entitled to request a variation to their working hours for up to 2 months, to which EECA will respond urgently and within 10 working days. This variation can include changes to hours of work, location and duties of work. Employees can raise a dispute within six months if they believe that EECA unreasonably refused a request made under these provisions.

Employees cannot be treated adversely in their employment on the grounds that they are, or are suspected to be, a person affected by domestic violence.

EECA may request documentation to support this leave request. This request will be made with utmost sensitivity, with any information seen only by the Manager People and Property and Chief Executive, unless agreed otherwise, and information stored in the strictest confidence and destroyed when no longer relevant.



## **5 ENDING EMPLOYMENT**

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### **5.1 Resignation**

Employees must give four weeks' written notice of resignation. Tier 3 Managers who started employment with EECA after 1 July 2019 must give eight weeks' written notice of resignation. EECA may require them to work out their notice or may elect to pay them in lieu.

EECA may agree to an employee providing less than four weeks' notice or to a Tier 3 Manager providing less than eight weeks' notice (or it may pay in lieu of a lesser period).

### **5.2 Retirement**

An employee can give notice of their intention to retire at any time. Where more than six months' notice of intention to retire is given, the employee and their manager may, by mutual agreement, plan a gradual transition to retirement through reduced hours and/or focussing on gifting the employee's knowledge to newer employees.

### **5.3 Dismissal**

EECA may terminate employment by giving four weeks' notice of termination or eight weeks' notice for Tier 3 Managers who started employment with EECA after 1 July 2019 or immediately in the event of serious misconduct. Only the Chief Executive can approve the termination of services, dismissal on notice or suspension. Please refer to the Code of Conduct for further information on dismissal procedures.

### **5.4 Abandonment of Employment**

If an employee is absent for four continuous working days without notification or reasonable cause, they will be deemed to have ended their employment. It is therefore important that employees advise their manager (or Reception) as early as possible on the first day of any absence, and to keep their manager informed as to when they will return to work. EECA will make reasonable efforts to contact the employee during the four-day period of un-notified absence.

More information can be found in the Employment Severance Policy (HR018)

## **6 MANAGEMENT OF CHANGE**

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In the situation of change, EECA will endeavour to retain valuable skills and experience wherever possible, while meeting the objectives of any review.

### **6.1 Organisational Change**

When EECA has initiated a review that is likely to result in organisational change, it will notify employees and the PSA as soon as possible. Organisational change occurs when EECA makes a decision that requires:

- A reduction in the number of employees, and/or reductions to employees' current job size/salary; or
- Significant changes to work structures; or
- Significant changes to employee's current positions and/or the nature of their work.

### **6.2 Consultation**

Consultation is an essential part of the change process. Employees and the PSA will have the opportunity to be involved and consulted and their views taken into account by EECA before decisions are finalised in any change situation.

The objective of consultation is to make recommendations to the Chief Executive who will take these into account as far as possible before making decisions. Wherever possible a joint EECA/PSA recommendation will be made.

The flowcharts in Appendix A are designed as a guideline to assist these processes and the parties acknowledge that the process guidelines may be varied by agreement to establish a consultation process appropriate to the change process EECA is undertaking.

### **6.3 Support**

Employees affected by change will receive support that will include:

- Counselling;
- Career planning advice;
- Financial planning advice;
- Job search assistance.

Unless otherwise agreed, severance is available only as a last resort.

### **6.4 Review Procedure**

Where an employee is affected by change a review procedure will be provided. A process for a review will be agreed between EECA, the PSA and the potentially affected members at the outset of the change process. If Voluntary Redundancy is being considered, the parties will reach agreement on how that process will apply.

### **6.5 Options in the Event of Organisational Change**

Employees whose positions are disestablished are "affected" employees. The following options apply to "affected" employees:

- Reconfirmation
- Reassignment
- Redeployment
- Appointment to another permanent role

- Alternative arrangements
- Redundancy.

### 6.5.1 Reconfirmation

An “affected” employee may be reconfirmed into a position in the new structure when the new job description is the same or very nearly the same as the disestablished position, the salary and terms and conditions of employment are no less favourable, and the location is the same. Upon reconfirmation, the employee is no longer “affected”. Where there is more than one clear candidate for a position, reconfirmation may not be appropriate.

### 6.5.2 Reassignment

An “affected” employee may be reassigned into a different position that is similar to the old disestablished position, with the salary and terms and conditions of employment being no less favourable and the location is the same. Upon reassignment, the employee is no longer “affected”. Where there is more than one clear candidate for the position, an internal recruitment process between affected employees will apply.

### 6.5.3 Redeployment

An “affected” employee may be reassigned into a different suitable position. A different suitable position is one that fits the employee’s skills, abilities and potential to be retrained. This ensures that the employee will be capable of doing the job to an acceptable standard either immediately or following appropriate training. The salary and location may be different. If the new position is on a lower grade than their disestablished position, an equalisation allowance to make up the difference in salary will be paid for two years. If an affected employee is successful in securing a permanent role before their employment ends, they are no longer “affected”.

Roles below Tier 3 will generally have an internal recruitment process between affected employees.

### 6.5.4 Appointment to another role on a permanent basis

“Affected” employees may apply for other roles at EECA. If they accept a new position on a lower grade than their disestablished position, an equalisation allowance to make up the difference in salary will be paid for two years. If an affected employee is successful in securing a permanent role before their employment ends, they are no longer “affected”.

### 6.5.5 Alternative arrangements

After the above options have been exhausted, affected employees may be offered fixed-term work within or outside of EECA or be supported to attend a training programme. The affected employee is not obligated to accept such an offer. If they do not accept the offer of alternative arrangements or have not been successful in securing permanent work at EECA at the end of their alternative arrangements, clause 6.5.6 applies.

### 6.5.6 Redundancy Compensation

Redundancy means a situation where the employee’s position becomes surplus to EECA’s needs, and they suffer a total loss of permanent employment as a consequence.

In the event that an employee is made redundant, EECA will provide them with a minimum of four weeks’ notice of their redundancy and will pay severance compensation as set out below:

- 0 – 1 year’s service = 1 months’ pay
- 1 – 2 years’ service = 2 months’ pay
- 2 – 3 years’ service = 3 months’ pay
- 3+ years’ service = 4 months’ pay



Permanent employees with 5 years' service will be given an additional 4 weeks' notice (in addition to the required months' notice). This additional notice period will be paid out at the employee's request, or part thereof.

Employees on fixed-term employment agreements will not be entitled to any redundancy.

## **6.6 Employee Protection**

A redundancy situation will not arise when:

- i. the function in which the employee is engaged in is transferred from EECA, and
- ii. the transferee or organisation acquiring the business or operation offers the employee employment in a similar location, and
- iii. the transferred position is the same or similar and the terms and conditions of service are the same or better, and
- iv. the employee's service with EECA is recognised with the new position.

Employees on fixed-term employment agreements will not be entitled to any redundancy.

For the purposes of this clause, "new employer", "restructuring" and "affected employee" will have the meaning given to them by section 69K of the Employment Relations Act.

Prior to EECA restructuring its business, EECA will enter into negotiations with the new employer about the restructuring to the extent that it relates to affected employees – including whether they will transfer to the new employer, and if they do whether they will transfer on their existing terms and conditions of employment.

The process that EECA will follow in such negotiations is:

- i. explaining to the new employer the employer's obligation to negotiate about the restructuring;
- ii. informing the new employer that the employer wishes to negotiate in relation to the possible transfer of affected employees to the new employer and whether employees will transfer on their same terms and conditions of employment;
- iii. putting a proposal to the new employer in relation to whether affected employees will transfer to the new employer and if so whether they will transfer on their existing terms and conditions of employment;
- iv. considering any response from the new employer; and
- v. reaching an agreement with the new employer on whether any or all of the affected employees will transfer and if they do whether it will be on their existing terms and conditions.

Following negotiations with the new employer an affected employee may be

- i. offered a transfer of employment to the new employer on the same or no less favourable conditions and accept the offer in which case their transfer will be completed with no break in service and no redundancy compensation; or
- ii. offered a transfer of employment to the new employer which is not on the same or no less favourable conditions and accept the offer in which case their transfer will be completed with no break in service and no redundancy compensation; or
- iii. offered a transfer of employment to the new employer on the same or no less favourable conditions and reject the offer in which case they will not receive any redundancy compensation; or
- iv. offered a transfer of employment to the new employer which is not on the same or no less favourable conditions and reject the offer in which case they will be entitled to four weeks' notice, redundancy compensation as per clause 6.5(v), time off work to attend work interviews and/or outplacement support.

## 7 RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS

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EECA is committed to resolving problems in good faith before an issue becomes a formal dispute or grievance. It is desirable that every effort be made to resolve any employment problems on an in-house basis in the first instance. If an employee has a problem related to their employment they should raise it with their manager in the first instance. Members who wish to seek support from the PSA are welcome to do so. If the matter remains unresolved or if they consider their manager may be the cause of the difference, they may seek the assistance of another manager, Human Resources or the Chief Executive. This involvement will be given every urgency and should commence as soon as possible. If the matter is not settled in-house, the procedures set out in Part nine of the Employment Relations Act 2000 (which deals with the formal resolution of grievances and disputes) shall apply. Employees can refer to the Employment New Zealand website (<https://www.employment.govt.nz/>). **Dispute** - A difference of opinion regarding the interpretation, application or operation of an employment agreement. **Grievance** - A grievance that an employee or former employee may have against EECA because of a claim for any of the following:

- That the employee has been unjustifiably dismissed
- That the employee's employment, or one or more conditions thereof, is or are affected to the employee's disadvantage by some unjustifiable action by the employer (where this is not a "dispute" as defined above)
- That the employee has been discriminated against in the employment
- That the employee has been sexually harassed in employment
- That the employee has been subject to duress in relation to membership or non-membership of an employee organization (e.g., a union)

Where an employee is unable to resolve the issue through discussion, and wishes to pursue their concerns formally, the employee must notify the Chief Executive of their dispute or grievance in writing within 90 days of the action complained of or the date they became aware of it, whichever is later. If the issue relates to a sexual harassment claim, the period for raising a personal grievance is 12 months.

The employee should state:

- the nature of the dispute or grievance,
- the facts, and
- the remedy sought.

If EECA is not prepared or able to provide the solution sought and the dispute or grievance has not otherwise been settled, the Chief Executive will provide a written statement to the employee within 14 working days after receiving the employee's statement, setting out:

- EECA's view of the facts, and
- the reason why EECA is not prepared or able to provide the remedy sought, or otherwise settle the dispute or grievance.

Every effort should be made to resolve the dispute or grievance fairly before it is referred to mediation.

### Mediation

Where a dispute or grievance cannot be settled it can go to a mutually agreed mediator, usually through the MBIE Mediation Service with any cost of mediation shared equally by EECA and the employee, unless otherwise agreed.

### Employment Relations Authority

If agreement cannot be reached the dispute or grievance may be placed before the Employment Relations Authority by either party.

More information can be found in the Disputes and Grievances policy (HR008)

## 8 SIGNATORIES TO THE AGREEMENT

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Dr Marcos Pelenur

December 2023

Chief Executive of the Energy, Efficiency and Conservation Authority



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Fleur Fitzsimons

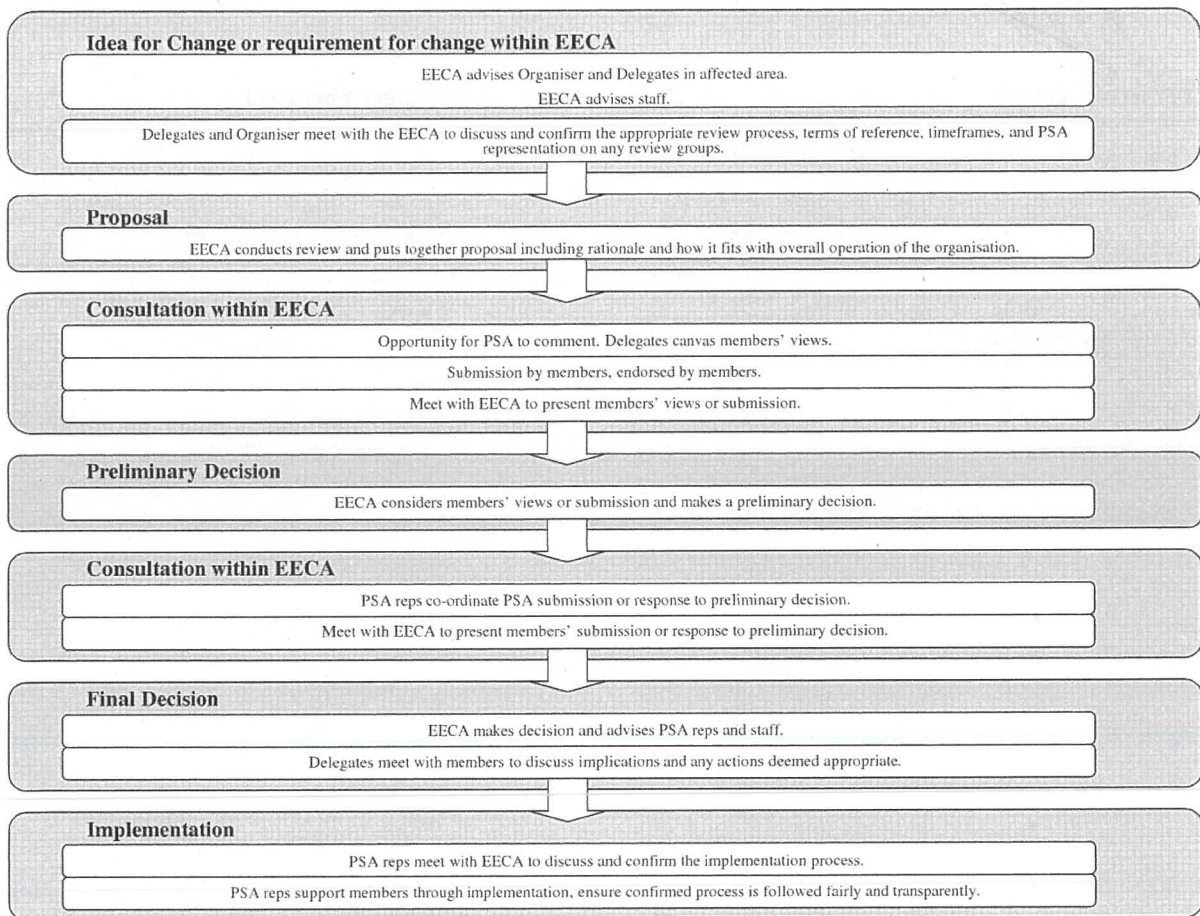
4 December 2023

Assistant Secretary, NZ Public Service Association

## 9 Appendices

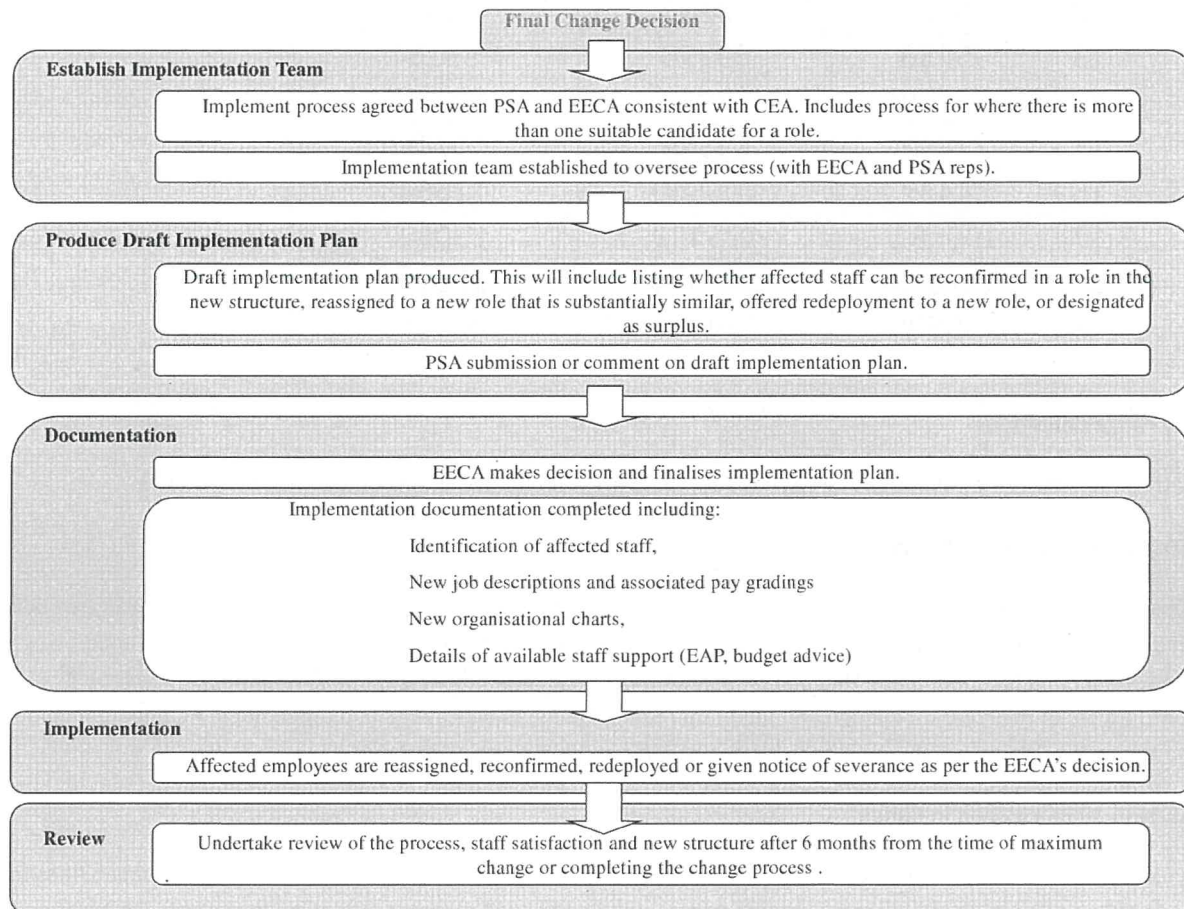
### Appendix A – Change Management Flowcharts

#### Pre-Implementation:





**Post-implementation:**



## Appendix B: 2023 Annual Remuneration Review Pay range information

Effective 1 July 2023			
Grade	80%	100% (midpoint)	120%
12	50562	63203	75844
13	55436	69295	83154
14	63060	78825	94590
15	71639	89549	107459
16	84432	105540	126648
17	100351	125439	150527
18	117899	147374	176849
19	139509	174386	209263

### Pay range definitions

Within the 80%-120% pay ranges for each grade, there are 3 broad definitions of the Position in Range.

#### 80% to 99% Position in Range

Typically staff placed in this level will either be new to the role or will be in the process of progressing towards being recognised as effective and competent through the cumulative development of job based skills, experience, productivity and competencies. The time period taken to progress will vary according to factors such as the complexities of the role, knowledge and technical requirements, qualifications and capabilities. As a general guide the time period to progress would be 3-5 years to achieve 100% Position in Range.

#### 100% to 105% Position in Range

Typically staff in this level will have demonstrated that they have the necessary experience, skill and capabilities to undertake and consistently meet the requirements expected of a fully competent person in the role. On occasion, there may be a case for a newly recruited person to the organisation or a person new to the role from within the organisation to be paid at this level due to proven experience and ability however this would be the exception rather than the rule.

#### 106% to 120% Position in Range

Typically staff in this level will be acknowledged across EECA as highly competent and productive, and be able to operate at a level that consistently exceeds the performance expectations of the role. This level of performance will be a result of factors such as: a significant level of experience in the same or similar role either within or external to EECA; their technical skills and capabilities; high levels of productivity; and specialist expertise or qualifications.

## **Appendix C: Disputes over the performance review**

In situations where an employee believes the performance review does not correctly reflect the assessment of their performance, they are able to present a request for review of their manager's assessment by the next level of management.

- As a first step, the staff member will discuss their views with their immediate manager and they are able to appoint a support person or PSA delegate to assist them in presenting their case.
- All requests for review will be submitted in writing to the HR Manager setting out the issues and reasons for the review. Requests are to be submitted within 10 working days of the performance review outcomes being advised to the employee.
- Requests for review shall be treated as a priority and it is expected that any review request will be processed and a final decision advised to the employee within four weeks of the request for a review being submitted.
- The Chief Executive will consider the situation and be the final decision maker on the disputed review.

## **Appendix D: One-off 3 Additional Annual Leave Days**

For PSA members who had joined prior to and as at 11 August 2023, an additional one-off 3 additional annual leave days will be allocated, to be utilised by 31 March 2023.