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OIA-2023-4777

/o August 2023

[REDACTED]
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Dear [REDACTED]

I refer to your email of 12 July 2023 requesting, under the Official Information Act 1982 (OIA), 'the New Zealand Defence Force (NZDF) Employees Collective agreement with pay tables for Waiouru Army Museum, the Airforce Museum and Torpedo Bay Navy Museum'.

NZDF staff employed at the National Army Museum, the Air Force Museum of New Zealand and the National Museum of the Royal New Zealand Navy may be employed under a Collective Employment Agreement (CEA) or an Individual Employment Agreement. The NZDF has signed CEAs with the New Zealand Public Service Association (PSA) and the National Union of Public Employees (NUPE) with staff working at the museums. The PSA and NUPE CEAs are enclosed, with remuneration tables. The relevant roles and grades are provided below:

Grade	Position - Museum	Contract type
00	Guide Host 1, 2 & 5 – Navy Museum	PSA-AB
00	Visitor Host – Royal New Zealand Air Force Museum	PSA-AB
09	Kaiarahi/Visitor Host – National Army Museum	PSA-AB
09	Museum Assistant – National Army Museum	PSA-AB
10	Collections Technician – National Army Museum	PSA-AB
10	Archives Technician - Royal New Zealand Air Force Museum	PSA-AB
11	Collections Assistant 1 & 2 – Navy Museum	PSA-AB
11	Building Service Officer – National Army Museum	PSA-AB
11	Keeper of Photographs - Royal New Zealand Air Force Museum	PSA-AB
11	Exhibition Technician – National Army Museum	PSA-AB
13	Archivist – National Army Museum	PSA-AB
13	Finance Officer – National Army Museum	PSA-AB
13	Audi Visual & Lighting Tech - Royal New Zealand Air Force Museum	NUPE-AB
13	Curator – Weapons – National Army Museum	PSA-AB
15	Exhibition Designer - Royal New Zealand Air Force Museum	PSA-AB
16	Business Services Manager – Navy Museum	PSA-AB
17	Collections Manager – Navy Museum	PSA-AB
18	Communications Manager - Royal New Zealand Air Force Museum	PSA-AB-30 Day

The NZDF and PSA have recently settled a new CEA which is being finalised. The NUPE CEA has expired and the NZDF has been negotiating with NUPE on a new agreement.

You have the right, under section 28(3) of the OIA, to ask an Ombudsman to review this response to your request. Information about how to make a complaint is available at www.ombudsman.parliament.nz or freephone 0800 802 602.

Yours sincerely

AJ WOODS

Air Commodore

Chief of Staff HQNZDF

Enclosures:

1. NZDF/PSA Collective Employment Agreement and tables
2. NZDF/NUPE Collective Employment Agreement and tables



2020

Collective Employment Agreement

Part A and B

Between

NZ Public Service Association Inc.

and Chief of Defence Force

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INTRODUCTION

Parties to the Agreement

- 1 The parties to this Collective Employment Agreement (“agreement”) are the Chief of NZDF (“CDF”, “employer”) as the employing authority for the New Zealand Defence Force (“NZDF”) and the New Zealand Public Service Association (Inc) (“PSA”).

Coverage of Agreement

- 2 This agreement shall cover permanent and fixed term employees of the NZDF who are authorised members of the PSA and are employed to work within New Zealand.
- 3 Part A and Part B shall cover those employed on a:
 - (a) Hay grade 18 or lower,
 - (b) IPE grade 54 or lower; or
 - (c) Strategic Pay grade 20 or lower.; or
 - (d) For Registered Nurses CHS (Sector F) step 15 or lower.
- 4 Part A and Part C shall cover those employed on a Strategic Pay grade 20 or lower and who are listed in schedule C1 of Part C of this agreement.
- 5 Part B shall not cover those employees who are listed in schedule C1 of Part C of this agreement.
- 6 The provisions provided for in Part B and Part C which the PSA members listed in schedule C2 of this agreement have elected to ‘buy out’, shall no longer apply to these members.
- 7 Part C shall only cover those who are listed in schedule C1 of Part C of this agreement.
- 8 This agreement shall not cover:
 - (a) casual employees of the NZDF;
 - (b) persons employed on a:
 - (i) Hay grade 19 or higher;
 - (ii) IPE grade 55 or higher; or
 - (iii) Strategic Pay grade 21 or higher;
 - (c) persons employed in positions designated by the CDF as management positions covered by an Individual Employment Agreement. Generally NZDF would expect this to be management positions of Grade 21 or higher. However, where there



are management positions at a lower level where coverage under the collective may result in a conflict of interest or impact to operational output, the NZDF reserves the right to designate such positions as management positions outside of the collective. Such positions will be approved on a case by case basis by Manager HR Advisory Services (HRAS) in consultation with PSA for positions below Grade 21.

- (d) persons employed as Human Resources Advisors.

Term

- 9 This agreement will commence on 26 November 2020 and shall expire on 25 November 2022.

Variations

- 10 Unless this agreement allows otherwise, this agreement may only be changed where both parties agree in writing.

Complete and Full Agreement

- 11 This agreement, together with the Letter of Offer, represents a full record of the terms and conditions of the employee's employment.
- 12 Any previous written or oral agreement, understanding or undertaking, or past custom or practice between the members and the NZDF is superseded by this agreement and the Letter of Offer.
- 13 If a party finds a material inconsistency or error in the Collective Agreement or Letter of Offer, that party shall notify the others of such inconsistency, ambiguity or error as soon as reasonably possible.

UNION FACILITATION

Recognition

- 14 The NZDF recognises the PSA, its delegates, officials and officers, as representing the collective and individual interests of its members.
- 15 The NZDF acknowledges the right of the PSA to elect, select and support its representatives according to its rules.
- 16 The NZDF and the PSA will agree engagement processes and structures for delegates and managers to meet regularly and to further the relationship between them.
- 17 The NZDF will provide an opportunity for union representatives to meet new staff as part of any orientation process. The NZDF will provide new employees with information about the PSA, including relevant contact details. The PSA will provide the relevant information to be provided to employees.

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- 18 The NZDF will periodically provide the PSA, where reasonable and practicable, with information related to the collective agreement, including the location and number of members and employees who come under the coverage clause of the agreement. The information and arrangements for such will be agreed between the NZDF and the PSA.
- 19 The NZDF and the PSA may agree other arrangements for maintaining, establishing or further developing the relationship between them.
- 20 The PSA recognises the right of the CDF to manage the NZDF in accordance with his/her statutory responsibilities. This includes the issue and amendment by CDF of policies to fulfil his/her statutory responsibilities in respect of civilian employees.

Delegates

- 21 The NZDF will promote and support the role of delegates in the workplace.
- 22 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 the NZDF dealing with notice, timing etc.). This includes time for recruitment, to meet with new and potential members, other delegates and (union) officials over employment matters and/or PSA business, and attending regional and national PSA and other union forums.
- 23 The NZDF will agree an annual allocation of a reasonable number of paid days, inclusive of any statutory entitlements, to enable delegates to attend training, including union delegate training.

Access

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

Deductions

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

arrange for the recommencement of deductions when the member returns from a period of leave without pay.

Union Meetings

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

Facilities

- 34 The NZDF will provide reasonable access to facilities for delegates to carry out their role. This includes, where practicable, access to a workstation (with word processing, email, printing and external internet capability), photocopying facilities and facilities for communication with members including meeting spaces, tele-conference facilities, notice boards, internal mail, telephone and email. In addition, members will be allowed reasonable access to the union's external website. In using these facilities, delegates and members will observe all the NZDF's normal standards and policies that apply to such facilities.

GENERAL

Policies

- 35 It is not possible or desirable to set precise rules on all matters, and policies and rules will change from time to time. Therefore, employees agree to stay familiar with, and comply with, all NZDF administrative instructions, rules, manuals, policies and procedures relevant to their employment that are in force or may be introduced from time to time.
- 36 The parties agree that the NZDF may, at its sole discretion, amend, vary, withdraw or introduce administrative instructions, rules, manuals, policies and procedures at any time. Employees will be advised of any significant additions, changes or deletions.



- 37 Where remunerative benefits specifically prescribed within this agreement are changed as a result of policy review these are subject to negotiation, however; where policies are referenced for informative purposes only throughout this agreement these do not form part of, and are not negotiable terms and conditions of this agreement.

Leave Without Pay

- 38 Leave without pay (other than Parental Leave) may not be taken while there is a positive leave balance.
- 39 Leave without pay of longer than one month in duration (other than Parental Leave) is not NZDF policy. A request for leave without pay of longer than one month in duration requires the approval of the Manager HRAS in accordance with delegations.
- 40 The employee authorises pursuant to the Wages Protection Act 1983, the NZDF to deduct in full in the next pay period, any leave without pay applied for, approved and taken in a pay period, but not deducted in the same pay period.

Allowances

- 41 Unless specifically stated otherwise, all allowances are liable to tax and liable for employee and employer superannuation contributions.

Expenses

- 42 Unless specifically stated otherwise, all expenses that are reimbursed are not liable to tax and not liable for employee and employer superannuation contributions.

Eye Care

- 43 An employee is entitled to be reimbursed up to a maximum of \$200.00 every two years for an eye examination undertaken by a registered optometrist (inclusive of the examination fee and GST) or as a contribution towards prescription eyewear. Reimbursement will be on production of receipts.

CHANGE MANAGEMENT

Consultation

- 44 Where organisational change is likely to occur which may have an adverse effect on the ongoing employment of employees (termed Significant Change) the NZDF will engage with the PSA on the extent of the potential change, and where appropriate, consult on the change process.
- 45 When the NZDF has a formal Significant Change proposal which may impact on employees, a written proposal is to be submitted in person (where practicable) to the potentially affected employees and to the PSA.
- 46 The NZDF proposal will outline the:



- (a) proposed significant change including reasons for the change and potential impact on employee positions;
 - (b) proposed timeline for the change process;
 - (c) options that will be made available to affected employees;
 - (d) proposed change protocol for implementing the change; and
 - (e) date by which time comments on the proposed change should be received.
- 47 Affected employees and PSA responses to the NZDF's proposal for significant change are to be submitted in writing. The NZDF, affected employees and/or the PSA, agree to meet as and when reasonably necessary within the timeframes set out in the NZDF's proposal to discuss responses and clarify any issues.
- 48 The NZDF will carefully consider the employees' and the PSA's response to the NZDF's proposal and decide what modifications, if any, should be made to the NZDF's proposal. The NZDF will advise whether it accepts or rejects any responses received and the reasons why it rejected any or all of the response.

RESTRUCTURING TRANSITION ARRANGEMENTS

Restructuring Transition Arrangements

- 49 For clarity, the following restructuring transition arrangements set out how employees impacted by change are to be transitioned into their new position.

Same Position Same Grade

- 50 Outcome – reconfirmation.
- 51 Where the employee is currently covered by Part B of this agreement, then reconfirmation can only be on Part B.
- 52 Where the employee is currently covered by Part C of this agreement, then the employee has the choice of reconfirmation on Part B or reconfirmation on Part C.
- 53 The employee has no access to redundancy provided the reconfirmation is a reasonable offer.

Same Position Higher Grade

- 54 Outcome – reconfirmation.
- 55 Where the employee is currently covered by Part B, then the employee can only be reconfirmed on Part B.



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- 56 Where the employee is currently covered by Part C, then the employee will be reconfirmed on Part B where the terms and conditions of Part B are overall no less favourable to the employee than they receive on Part C.
- 57 Where the employee is currently covered by Part C, and the terms and conditions on Part B for the reconfirmed position are overall less favourable to the employee than they receive on Part C, then the employee has the choice of reconfirmation on Part B or reconfirmation on Part C.
- 58 The employee has no access to redundancy provided the reconfirmation is a reasonable offer.

Same Position Lower Grade

- 59 Outcome – reconfirmation.
- 60 As the position is the same, the grade of the position prior to restructuring is protected for the employee for the duration of their employment in this reconfirmed position.
- 61 By way of example and for clarity, if the employee was in a position that prior to the restructuring was sized at grade 10 and the employee was reconfirmed into the same position, but as a result of the restructuring the position was resized at grade 9 or lower, then the employee would continue to be remunerated as if they were in a grade 10 position whilst they remain in that reconfirmed position.
- 62 Where the employee is currently covered by Part B, then the employee can only be reconfirmed on Part B.
- 63 Where the employee is currently covered by Part C, then the employee has the choice of reconfirmation on Part B or reconfirmation on Part C.
- 64 The employee has no access to redundancy provided the reconfirmation is a reasonable offer.

Different Position Same Grade

- 65 Outcome – reassignment.
- 66 Where the employee is currently covered by Part B of this agreement, then reassignment can only be on Part B.
- 67 Where the employee is currently covered by Part C of this agreement, then the employee has the choice of reassignment on Part B or reassignment on Part C.
- 68 The employee has no access to redundancy provided the reassignment is a reasonable offer.

Different Position Higher Grade

- 69 Outcome – reassignment.

- 70 Where the employee is currently covered by Part B, then the employee can only be reassigned on Part B.
- 71 Where the employee is currently covered by Part C, then the employee will be reassigned on Part B where the terms and conditions of Part B are overall no less favourable to the employee than they receive on Part C.
- 72 Where the employee is currently covered by Part C, and the terms and conditions on Part B for the reassigned position are overall less favourable to the employee than they receive on Part C, then the employee has the choice of reassignment on Part B or reassignment on Part C.
- 73 The employee has no access to redundancy provided the reassignment is a reasonable offer.

Different Position Lower Grade

- 74 Outcome – reassignment.
- 75 The NZDF may choose to make the employee an offer of reassignment to a different position at a lower grade. The NZDF may also choose not to make the employee an offer of reassignment to a different position at a lower grade. The NZDF is not compelled to offer any employee reassignment to a different position at a lower grade.
- 76 If the NZDF does make an offer of reassignment to a different position at a lower grade, then the offer is to include either:
- (a) remuneration protection in accordance with paragraph 284 - 290 of the Part B Change protocol where the employee is currently covered by Part B; or
 - (b) equalisation as an allowance or as a lump sum in accordance with paragraph 7.8 (d) of the Part C Staffing restructuring situation where the employee is currently covered by Part C.
- 77 If the NZDF does make an offer of reassignment to a different position at a lower grade, then the employee may choose to accept or decline the offer.
- 78 If the employee chooses to decline the offer of reassignment to a different position at a lower grade, then:
- (a) the NZDF will endeavour to find an alternative position prior to cessation date; and
 - (b) this choice does not impact on the employee's potential access to redundancy should an alternative position not be found prior to cessation date.
- 79 Where the employee is currently covered by Part B, then the employee can only be reassigned on Part B.



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- 80 Where the employee is currently covered by Part C, then the employee has the choice of reassignment on Part B or reassignment on Part C.
- 81 For clarity, an offer of reassignment to a different position at a lower grade that contains either remuneration protection or equalisation is not regarded by the NZDF as a reasonable offer and if the employee declines the offer they will be eligible for redundancy provided an alternative position is not found prior to cessation date.

EMPLOYMENT RELATIONSHIP PROBLEMS

Personal Grievances and Disputes

- 82 The NZDF, the PSA and employees agree to aim to address and resolve any issues or differences which may arise between the parties to this employment relationship quickly and in a professional manner through direct discussion in the first instance.

Problem Resolution Definition

- 83 An employment relationship problem includes:
- (a) any dispute about the interpretation, application or operation of this agreement;
 - (b) any situation or event where an employee believes they have been unfairly treated or unjustifiably dismissed or have suffered from some other form of personal grievance; and/or
 - (c) any other material issue relating to or arising out of the employment relationship.
- 84 An employment relationship problem does not include any situation or event relating to the fixing of new terms and conditions of employment.

Informal Problem Resolution Procedure

- 85 The NZDF, the PSA and employees agree to try to resolve any employment related problem expeditiously and as close to the point of occurrence as possible.
- 86 An employment relationship problem should be raised and discussed with the NZDF as soon as possible in the first instance. Should the matter be referred to the NZDF and remain unresolved, either the employee, the PSA or the NZDF may start the problem resolution procedure.
- 87 If any informal dispute resolution process that the NZDF, the PSA or employees may agree upon is used, it will not replace employees' right to also use the problem resolution procedures as outlined in the Employment Relations Act 2000.



Problem Resolution Procedure

- 88 Where there is an employment relationship problem the NZDF, the PSA or employee can contact the Mediation Service of the Ministry of Business, Innovation and Employment (MBIE). The Mediation Service provides:
- (a) information about employment rights and obligations;
 - (b) information about services; and/or
 - (c) assistance with resolving employment relationship problems. This can include meetings and discussions with employees and employers and attending the workplace.
- 89 The Mediation Service can be contacted through MBIE. If mediation is not successful either party can apply to the Employment Relations Authority to have the matter resolved.
- 90 The Labour Inspectorate can be contacted through MBIE to make determinations pursuant to the Holidays Act 2003 and to recover any wages, holiday pay or any other money payable by the NZDF under the Minimum Wage Act 1983 or the Holidays Act 2003.

Time Limit

- 91 Where the PSA or the employee believes an employment relationship problem giving rise to a personal grievance has arisen, they must raise this with the employee's manager, preferably in writing, within 90 days of the problem occurring or within 90 days of them becoming aware of the problem.

WELL-BEING

Well-being

- 92 The NZDF will support a holistic approach to a healthy lifestyle for Civil Staff by facilitating access to services, facilities, initiatives or programmes that promote health and well-being in the workplace. Current examples of facilities, initiatives or programmes that promote health and well-being can be viewed at:

[DFO 3 Part 12 - Welfare and Well-being](#) (Policy Manual)

Discrimination, Harassment and Bullying

- 93 The NZDF is committed to providing an environment free from discrimination, harassment and bullying which the NZDF recognises as having negative effects on both individuals and groups. The NZDF recognises the right of all members of the NZDF to enjoy a workplace free of discrimination, harassment and bullying and has a zero tolerance to this sort of behaviour.
- 94 All members of the NZDF have a right to expect that a genuine formal complaint of harassment, discrimination, bullying or other inappropriate behaviour will be dealt with in a timely, sensitive, impartial and thorough manner.

Further information can be found at:

[DFO 3 Part 5 Chapter 3 - Discrimination, Harassment and Bullying](#) (Policy Manual)

[What is Considered Harassment](#) (HR Toolkit)

Diversity and Inclusion

- 95 The NZDF is committed to ensuring it has a strong and inclusive workforce and that all NZDF members are able to participate, compete and be rewarded fairly regardless of their gender, ethnicity, disability, sexual orientation, age, beliefs/opinions, or family circumstances.
- 96 The NZDF policy is a systematic approach to identifying and eliminating discrimination in the workplace. This requires all current personnel policies, practices, structures and procedures to be examined in light of Equal Employment Opportunity policies.

Further information can be found at:

[DFO 3 Part 5 Chapter 2 - Diversity and Inclusion](#) (Policy Manual).

Stress, Fatigue and Workload Management

- 97 The NZDF recognises stress and fatigue as specific hazards in the workplace and places emphasis on both managers and employees to be proactive in identification, notification and management where this is evident.
- 98 A contributor to stress and fatigue can be workload. Members of the NZDF can expect that workloads will be fair and reasonable; aligned to their position and working hours. Both managers and employees have obligations to review workloads should the need arise. Where an employee has concerns over their workload, this should be raised with their manager in the first instance. Should the matter not be resolved, escalation through to the manager's manager, PSA representative or HR representative may be appropriate.

More information on identification and management of stress can be found at:

[Stress Management and Stress Relief](#) (HR Toolkit).

Health and Safety

- 99 The parties recognise that the health of employees is an important ingredient in a productive and efficient work place and that promotion of good health is preferable to dealing with illness.
- 100 The NZDF:
- (a) invites suggestions about how it can make the workplace a more healthy and safe place;
 - (b) will comply with the provisions of all legislation applicable to the NZDF's operations; and
 - (c) will ensure awareness of and compliance with the NZDF quality systems and internal policies and procedures.
- 101 Employees have a responsibility to work safely and agree to report as soon as possible any hazards, accidents, injuries or near misses encountered or suffered by them in the course of their employment.
- 102 Employees agree to rigorously monitor their activities and those around them to ensure that safe working practices are followed.
- 103 The NZDF may require employees to attend first aid or safety related training as part of their duties. Where ever practicable such training is to occur within the employee's normal working hours with training costs met in advance by the NZDF. With the manager's prior approval, employees shall be reimbursed on production of a receipt where the employee meets the training costs.

LEARNING AND DEVELOPMENT

Development

- 104 To maintain and enhance the NZDF's capability, employees agree to work diligently and to the best of their ability in carrying out the requirements of their Position Description and their Performance and Development Plan.
- 105 To help employees to stay technically proficient and to expand the areas of their capability, the NZDF agrees to provide them access to personal and professional development to a level that enables them to maintain and enhance their capability to add value to themselves and to the NZDF.
- 106 The NZDF will meet the reasonable costs for training and development in areas that the NZDF identifies as meeting its current or future needs. This will be provided through the employees' Performance and Development Plans, which will identify agreed development objectives/targets and the necessary resource commitments.



Further information can be located at:

[DFO 16 Chapter 3 Section 2 - Learning and Development](#) (Policy Manual)

Assistance for Educational Study

- 107 NZDF recognises that having well educated employees contributes to the NZDF's ability to deliver directed outputs. The NZDF therefore supports employees in their voluntary educational endeavours.
- 108 Members of the NZDF who are granted approval to complete voluntary study may receive a contribution from the NZDF. This contribution may include all or some of the following:
- (a) Payment of mandatory enrolment and assessment fees, and
 - (b) Time off duty to attend lectures, tutorials, laboratories, examinations, and short residential courses.
- 109 The NZDF also provides other study awards on very specific basis. These awards are only available to members of the NZDF who have more than five years of service, have demonstrated potential for advancement in their current role, and/or may be able to apply their learning in future appoints.

Full policy and further information can be located at:

[DFO 3 Part 10 Chapter 03 - Assistance for Educational Study](#) (Policy Manual)

[Defence Manual of Learning - NZDC](#) (New Zealand Defence College Site)

Internal Development Training

- 110 Through the New Zealand Defence College, a diverse array of both professional and personal development courses are available. These courses are completed either through self-learning computer based modular training or by attendance at short courses run at various NZDF locations.
- 111 The following link will take you to the internal internet site which contains the learning catalogue and instructions on how to enrol.

[Planning and Course Scheduling - NZDC](#) (New Zealand Defence College Site)

MANAGEMENT OF PERFORMANCE

Performance Management

- 112 An effective performance management process is important to ensure employees are able to productively contribute to the NZDF's business goals and are recognised for that contribution. This requires both employees and the NZDF to positively participate in this process. The employee's manager will determine their performance expectations



after consulting them. The employee's performance will be measured against their Position Description and their Performance and Development Plan.

- 113 The employee's manager will periodically undertake a performance review with the employee against the previously determined performance expectations. This review will occur at least annually. There is no automatic right to a remuneration increase following this review.
- 114 The principles guiding performance management are:
- (a) Continuous feedback;
 - (b) Just-in-time feedback;
 - (c) Emphasise the positive,
 - (d) Deal with performance issues as they arise,
 - (e) Transparency, and
 - (f) Fairness.

Further information, including the Guiding Principles, the performance reporting process and the review process can be found at:

[DFO 16 Chapter 3 Section 3 - Performance Management \(Civil Staff\)](#) (Policy Manual)

Change in Immediate Manager

- 115 Immediate managers are to ensure that there is a robust handover of employee management responsibilities whenever there is:
- (a) A changeover in immediate manager, or
 - (b) An employee changes jobs within the NZDF.
- 116 This will ensure continuity of the Performance Development Plan if there are training and development initiatives underway and any coaching/mentoring aspects.
- 117 A performance review (final) should be completed by the current manager prior to leaving the position.

Performance Development Plan Review Process

- 118 If the employee is not satisfied with the manager's assessment, they should discuss their concerns with their manager, as soon as possible and every effort should be made to resolve the matter. Both the manager and employee should back up their views with specific examples of performance or non-performance.

-
- 119 If agreement is still not reached, record this, and detail the reasons on the Performance Development Plan in the comments section.
- 120 If resolution cannot be gained, the dispute should be taken to the manager above the immediate manager, who will review relevant documentation and may organise a meeting with relevant parties to discuss and resolve the issues.

Performance Improvement Process

- 121 Managers are responsible for letting employees know where their performance or conduct needs improvement and helping them to improve. It is essential to address poor performance as it occurs. Often addressing poor performance at an early stage and providing assistance to the employee to improve their performance can help to resolve matters before they escalate.
- 122 Discussion of performance issues must be accompanied by specific suggestions for improvement or development. The employee and their manager must reach agreement on corrective action and how they will be able to assess whether performance has improved and when. Such actions may include training, coaching on the job, closer supervision, or assigning a buddy.
- 123 Agreed actions to improve performance or conduct are documented in the Development Plan contained in the Performance Development Document (Civil Staff). Agreed actions need to be revisited over an agreed time so that continuing performance issues can be substantiated.
- 124 While the objective of any performance improvement process is to ensure that the member is consistently performing to the standards required by the NZDF, there may be times when it is not possible to achieve this. Ongoing poor performance may require the Commander/Manager to invoke formal discipline under NZDF discipline procedures.

For a more detailed explanation of the process refer to:

[Performance Improvement Process](#) (HR Toolkit)

[DFO 16 Chapter 3 Section 3 - Performance Management \(Civil Staff\)](#) (Policy Manual)

REMUNERATION

Overview

- 125 While the PSA Collective Agreement covers members who are remunerated either under a total remuneration system (Part B) or a base salary system (Part C); the NZDF is committed to a remuneration system for its employees that:
- (a) Supports NZDF culture, values and objectives;
 - (b) facilitates the attraction and retention of employees essential to future success by ensuring competitive external positioning;



- (c) provides systematic, formalised mechanisms for measuring performance and rewards;
- (d) ensures remuneration is fair to the employee, the NZDF and the taxpayer and is affordable, consistent, timely and defensible;
- (e) defines performance as the achievement of results as well as the demonstration of behaviours/capabilities linked to organisational competencies;
- (f) provides flexibility to reward employees in line with the value of their contribution in achieving the NZDF's objectives; and
- (g) is simple, equitable, transparent and easy to communicate.

For more information refer to:

[DFO 3 Part 7 Chapter 4 - Civil Staff Remuneration](#) (Policy Manual)

Annual Remuneration Review (ARR)

- 126 The purpose of the annual remuneration review is to ensure that the employee is remunerated at the appropriate level. A remuneration review does not necessarily mean that an employee will receive a salary increase. It may simply confirm that the employee is being remunerated, commensurate with their performance.
- 127 The salary review is not a negotiation between manager and employee. It is the immediate manager's responsibility to make a decision based on proven evidence of the value of the employee's contribution to the NZDF's needs. However, if an employee considers that there may be information that the manager may not have considered in making their decision, the employee, should discuss this with their manager. The manager should consider any new information or issues identified by the employee and consider whether this affects the salary review outcome. Any proposed changes are to be put to the immediate manager's manager for approval.
- 128 Employees are to be advised of the salary review outcome by letter. Managers and employees should meet, where possible, so that the manager can convey the outcome of the salary review.

For full information on the ARR process refer to:

[DFO 3 Part 7 Chapter 4 - Civil Staff Remuneration](#) (Policy Manual)

Process for seeking a review of ARR outcome

- 129 Where a staff member disagrees with the pay progression assessment determined by the Assessing Officer, the staff member has a right to seek a review. The objective is to address and resolve any reviews internally.

-
- 130 A staff member may make a written request to their Assessing Officer for a review of their assessment. Any such request for a review must be made within 10 working days of the staff member receiving a copy of the approved pay progression assessment form. A working day is any week day on which the staff member is not on any form of approved leave.
- 131 The Assessing Officer will review their assessment taking into account any new information and the issues raised by the staff member.
- 132 Should the review by the Assessing Officer not result in any change, the staff member may request a review be completed by the Approving Manager. The Approving Manager is to meet separately with the staff member to discuss the assessment and the staff member's concerns. The Approving Manager is then to make a final decision, which will be binding.

PART B

Coverage

- 133 Nothing in Part B of this agreement applies to any person listed in Schedule C1 of Part C of this agreement.

Position

- 134 The employee's position description sets out their role and the competencies necessary for its effective performance. However their position will evolve with the changing needs of the NZDF. Employees agree to be flexible in their work duties. Managers may make fair and reasonable changes to an employee's Position Description after consulting with them.
- 135 Employees may initiate discussions with their manager and suggest changes to their position description. Where changes suggested are outside of the scope of the position purpose, or where the inclusion substantially changes the role, HR Advice is to be sought in the first instance to determine whether the changes are significant enough to warrant processing the updated position description through the NZDF Job Evaluation process. Where an employee raises concerns over the content of their position description, this will be reviewed in a timely manner.
- 136 Employees are expected to perform all tasks, activities and processes relevant to achieving the NZDF's needs and those that are within their capability whether they are defined or referred to in their position description or not. Employees agree to use their best endeavours and due diligence to perform these tasks, activities and processes professionally and competently to a high standard.

Management

- 137 The employee's manager has the authority concerning their employment and the employee agrees to comply with all reasonable and lawful directions given by their manager or anyone else acting with the delegated authority of CDF.

Individual Employment Agreement Coverage

- 138 In the event the employee becomes bound by the provisions of any NZDF Individual Employment Agreement (IEA) that covers the work undertaken by them or a different CEA, the employee will not retain any of the terms and conditions set out in this agreement or the Letter of Offer except those specifically agreed to in writing at the time the employee enters into the new agreement or becomes bound by a different CEA.
- 139 Any beneficial provisions gained under this agreement or the Letter of Offer will cease. For clarity this may mean that the employee's remuneration and the components making up the employee's remuneration could alter including decreasing any one, or more than one, or all of the components of the employee's remuneration.



Remuneration

General

- 140 The NZDF's remuneration policy is to recognise the nature of the employee's position and the requirement it places on their time, skill and commitment through an annual total remuneration package made up of salary, optional benefits (such as superannuation) and, in certain circumstances, payment of allowances.
- 141 The objective of this policy is to establish and maintain a fair and competitive total remuneration package that will attract and retain quality employees who make a productive contribution to the NZDF's goals. The delivery of this policy is subject to organisational financial constraints, affordability and prudent expenditure of public money. The Total Remuneration is the salary or wages for a position, and is inclusive of NZDF's 4% employer superannuation contribution, or the compulsory employer contribution rate under the KiwiSaver Act 2008, whichever is the greater, where the employee is a member of such a KiwiSaver Scheme as defined in the Financial Markets Conduct Act 2008 ("relevant employer superannuation contributions").
- 142 The Total Remuneration Tables are for employees covered by Part B of this agreement are set out at clause 148 of this agreement, and are the salary or wages for a position and relevant employer superannuation contributions.

Total Remuneration

- 143 The employee's total remuneration is full compensation for the work required, and the work the employee undertakes, in their position.

Remuneration Review

- 144 The employee's manager will review the employee's remuneration at least annually in conjunction with a quantitative and qualitative performance review to ensure that the employee's remuneration reflects the value of their contribution, their performance, and the requirements of their position. The employee should have no expectation of an increase to their remuneration following any such review. Any review will be subject to organisational financial constraints, affordability and prudent expenditure of public money.

Remuneration Payment

- 145 After all deductions have been made, the employee's remuneration will be paid in arrears proportionately each fortnight into their nominated bank account by direct credit.

Deductions

- 146 The parties agree the NZDF is entitled to make a deduction from the employee's total remuneration, and from their final pay and any outstanding annual holiday pay:

-
- (a) for taxation and any other legislative or contractual requirement;
 - (b) for any employee and or employer contribution to an NZDF approved superannuation scheme that the employee may have joined;
 - (c) for the balance of any notice period where insufficient notice of resignation has been given,
 - (d) for any balance of leave taken in advance,
 - (e) where the employee has wrongfully retained property (at replacement value),
 - (f) where the employee has received a payment they were not entitled to,
 - (g) where the employee has been overpaid,
 - (h) for any unauthorised absences and periods of unpaid leave; and
 - (i) where, for any reason, the employee owes the NZDF money.

147 The employee authorises deductions to be made pursuant to the Wages Protection Act 1983. Where the employee's employment is not coming to an end, the NZDF may, after considering their financial circumstances, agree to deductions being made over a period of time.

NZDF / PSA Total Remuneration Tables

148 The Total Remuneration Tables that apply to Part B Members are below. The total remuneration tables are the salary or wages for a position and relevant employer superannuation contributions:

PSA CEA (Part B) Total Remuneration Table

Effective from 15 December 2020*

*This table applies to the following employment agreements: PSA CEA Part B

Grade	Pay Step / Percentage of Midpoint											Grade
	01	02	03	04	05	06	07	08	09	10	11	
	85.00%	87.50%	90.00%	92.50%	95.00%	97.50%	100.00%	102.50%	105.00%	107.50%	110.00%	
00				49,055	49,932	51,219	52,505	53,792	55,079	56,365	57,652	00
10	49,055	49,718	51,109	52,499	53,890	55,281	56,672	58,062	59,453	60,844	62,235	10
11	51,515	52,999	54,484	55,968	57,453	58,937	60,422	61,906	63,391	64,876	66,360	11
12	54,950	56,535	58,121	59,707	61,292	62,878	64,463	66,049	67,635	69,220	70,806	12
13	59,023	60,729	62,434	64,140	65,845	67,550	69,256	70,961	72,406	74,112	75,817	13
14	63,912	65,761	67,610	69,459	71,309	72,898	74,747	76,596	78,445	80,309	82,178	14
15	68,687	70,677	72,406	74,396	76,386	78,375	80,381	82,391	84,400	86,410	88,418	15
16	74,422	76,588	78,753	80,940	83,128	85,316	87,503	89,691	91,879	94,066	96,254	16
17	80,823	83,201	85,577	87,955	90,332	92,709	95,086	97,464	99,841	102,218	104,595	17
18	87,171	89,735	92,299	94,863	97,427	99,991	102,554	104,078	106,616	109,155	111,693	18
19	94,683	97,468	100,253	103,037	104,774	107,532	110,289	113,046	115,803	118,561	121,318	19
20	101,115	104,089	106,003	108,947	111,892	114,837	117,781	120,726	123,670	126,615	129,559	20

High Performance
Zone, business
case required

PSA CEA (Part B) Total Remuneration Table

Effective from 11 November 2021*

*This table applies to the following employment agreements: PSA CEA Part B

Grade	Pay Step / Percentage of Midpoint											Grade
	01	02	03	04	05	06	07	08	09	10	11	
	85.00%	87.50%	90.00%	92.50%	95.00%	97.50%	100.00%	102.50%	105.00%	107.50%	110.00%	
00				50,303	51,180	52,467	53,545	54,832	56,119	57,405	58,692	00
10	50,303	50,966	52,357	53,539	54,930	56,321	57,712	59,102	60,493	61,884	63,275	10
11	52,763	54,039	55,524	57,008	58,493	59,977	61,462	62,946	64,431	65,916	67,400	11
12	55,990	57,575	59,161	60,747	62,332	63,918	65,503	67,089	68,675	70,260	71,846	12
13	60,063	61,769	63,474	65,180	66,885	68,590	70,296	71,741	73,186	74,892	76,597	13
14	64,952	66,801	68,650	70,499	72,089	73,678	75,527	77,376	79,229	81,112	83,000	14
15	69,727	71,717	73,186	75,176	77,166	79,159	81,185	83,215	85,244	87,274	89,302	15
16	75,202	77,368	79,541	81,749	83,959	86,169	88,378	90,588	92,798	95,007	97,217	16
17	81,631	84,033	86,433	88,835	91,235	93,636	96,037	98,439	100,839	103,240	104,595	17
18	88,043	90,632	93,222	95,812	98,401	100,991	103,580	104,078	106,616	109,155	111,693	18
19	95,630	98,443	101,256	104,067	104,774	107,532	110,289	113,046	115,803	118,561	121,318	19
20	102,126	104,089	106,003	108,947	111,892	114,837	117,781	120,726	123,670	126,615	129,559	20

High Performance
Zone, business
case required

Kauri Point (Part B) - Total Remuneration Table Explosive Ordnance Technicians

Effective from 15 December 2020*

*This table applies to PSA CEA Part B employment agreement for the Defence Ammunition Depot - Logistics Command (Shared Services) at Kauri Point (DADLC(SS) Kauri Point)

		Explosives Technician (XT)																
EOT	Level	Performance Step										EOT	Level					
		85.00%	87.50%	90.00%	92.50%	95.00%	97.50%	100.00%	102.50%	105.00%	107.50%			110.00%				
3	3	81,660	82,002	82,345	82,687	83,030	83,372	83,715	84,057	84,400	84,743	85,085	3	3				
	2	78,919	79,262	79,604	79,947	80,289	80,632	80,974	81,317	81,660	82,002	82,345		3	2			
	1	76,179	76,521	76,864	77,206	77,549	77,892	78,234	78,577	78,919	79,262	79,604			3	1		
2	3	73,438	73,781	74,123	74,466	74,809	75,151	75,494	75,836	76,179	76,521	76,864	2			3		
	2	70,698	71,040	71,383	71,726	72,068	72,411	72,753	73,096	73,438	73,781	74,123		2		2		
	1	67,958	68,300	68,643	68,985	69,328	69,670	70,013	70,355	70,698	71,040	71,383			2	1		
1	6	65,217	65,560	65,902	66,245	66,587	66,930	67,272	67,615	67,958	68,300	68,643	1			6		
	5	62,477	62,819	63,162	63,504	63,847	64,189	64,532	64,875	65,217	65,560	65,902		1		5		
	4	59,736	60,079	60,421	60,764	61,106	61,449	61,792	62,134	62,477	62,819	63,162			1	4		
	3	56,996	57,338	57,681	58,023	58,366	58,709	59,051	59,394	59,736	60,079	60,421				1	3	
	2	54,255	54,598	54,941	55,283	55,626	55,968	56,311	56,653	56,996	57,338	57,681					1	2
	1	51,515	51,858	52,200	52,543	52,885	53,228	53,570	53,913	54,255	54,598	54,941						1

85% EOT 1 Level 1= 85% NZDF Civilian TR Table Grade 11 | 105% EOT 3 Level 3 = 105% NZDF Civilian TR Table Grade 15

Kauri Point (Part B) - Total Salary Table Explosive Ordnance Technicians

Effective from 11 November 2021*

*This table applies to PSA CEA Part B employment agreement for the Defence Ammunition Depot - Logistics Command (Shared Services) at Kauri Point (DADLC(SS) Kauri Point)

		Explosives Technician (XT)																
EOT	Level	Performance Step										EOT	Level					
		85.00%	87.50%	90.00%	92.50%	95.00%	97.50%	100.00%	102.50%	105.00%	107.50%			110.00%				
3	3	82,728	83,068	83,409	83,749	84,090	84,430	84,771	85,111	85,244	85,582	85,921	3	3				
	2	80,004	80,344	80,685	81,025	81,366	81,706	82,047	82,387	82,728	83,066	83,405		3	2			
	1	77,280	77,620	77,961	78,301	78,642	78,982	79,323	79,663	80,004	80,342	80,681			3	1		
2	3	74,556	74,896	75,237	75,577	75,918	76,258	76,599	76,939	77,280	77,618	77,956	2			3		
	2	71,832	72,172	72,513	72,853	73,194	73,534	73,875	74,215	74,556	74,894	75,232		2		2		
	1	69,108	69,448	69,789	70,129	70,470	70,810	71,151	71,491	71,832	72,170	72,508			2	1		
1	6	66,383	66,724	67,064	67,405	67,745	68,086	68,426	68,767	69,108	69,446	69,784	1			6		
	5	63,659	64,000	64,340	64,681	65,021	65,362	65,702	66,043	66,383	66,722	67,060		1		5		
	4	60,935	61,276	61,616	61,957	62,297	62,638	62,978	63,319	63,659	63,998	64,336			1	4		
	3	58,211	58,552	58,892	59,233	59,573	59,914	60,254	60,595	60,935	61,274	61,612				1	3	
	2	55,487	55,828	56,168	56,509	56,849	57,190	57,530	57,871	58,211	58,550	58,888					1	2
	1	52,763	53,104	53,444	53,785	54,125	54,466	54,806	55,147	55,487	55,825	56,164						1

85% EOT 1 Level 1= 85% NZDF Civilian TR Table Grade 11 | 105% EOT 3 Level 3 = 105% NZDF Civilian TR Table Grade 15



Health PSA CEA (Part B) Total Remuneration Table

Effective from 15 December 2020

Step	Civilian
01	55,498
02	57,460
03	61,150
04	64,786
05	68,434
06	72,974
07	75,984
08	79,077
09	82,490
10	85,434
11	88,159
12	91,571
13	95,942
14	100,313
15	103,215

Health PSA CEA (Part B) Total Remuneration Table

Effective from 11 November 2021

Step	Civilian
01	56,538
02	58,500
03	62,190
04	65,826
05	69,474
06	73,754
07	76,764
08	79,868
09	83,315
10	86,288
11	89,040
12	92,486
13	96,901
14	101,316
15	104,247

Employees are entitled to access to the NZDF Premium Remuneration Table in accordance with DFO [3 Part 7 Chapter 4](#).

BENEFITS

Superannuation

- 149 Employees may elect to become or remain a member of an NZDF recognised superannuation scheme. Membership and contributions will be administered in accordance with legislation, instructions from the scheme administrators and/or



relevant Trust Deeds.

Note: The NZDF's contribution forms part of the employee's total Remuneration and is included in the salary or wages for a position.

Death and Income Protection Insurance

- 150 If the employee is not a contributing member to the DFSS Cat B or Cat C, the NZDF has an arrangement with an insurance provider and has enrolled the employee in a Group Death and Income Protection insurance scheme (DDI) in the unlikely event that they suffer death or a long term injury or illness.
- 151 For the period 01 October 2014 to 30 June 2016 members of the DFSS Cat B and C will also have access to DDI provided by the NZDF in addition to DFSS insurance provisions. Before 30 June 2016 DFSS members will be advised of and offered new insurance arrangement by NZDF.
- 152 Availability of this option is subject to the insurance provider accepting coverage of the employee.

Further information can be found at:

[Member Insurance Benefits Programme \(MIBP\) \(HR Tool Kit\)](#)

Review of Benefits

- 153 Where:
- (a) the cost of the provision of a benefit is increased by the agency or provider of the benefit, or
 - (b) the cost to the NZDF of providing a benefit increases, or
 - (c) there is a change to the NZDF policy concerning whether or not to continue to provide any benefit,

the NZDF may, following consultation and reasonable notice to the employee, alter or withdraw the provision of any benefit or change the agency or provider of the benefit.

- 154 Where a material alteration or change is required the employee may either agree to the changes or have the benefit converted into salary. Where the NZDF withdraws the provision of a benefit, the NZDF will make up the difference between the value of the employee's salary and remaining benefits and their remuneration, in salary.



HOURS OF WORK

Hours of Work

- 155 The standard working day is eight hours inclusive of morning and afternoon breaks but exclusive of the lunch break. The standard working week is 40 hours. Over the working year, the employee will work an average of 40 hours a week.
- 156 Standard business hours are between 7.00 am and 7.00 pm, Monday to Friday.
- 157 Employees are required to work such hours and days as are reasonably necessary to achieve the performance expectations established in their position description, their performance and development plan, and those required by the NZDF to generally meet operational needs.

Flexible working hours

- 158 Employees hold a responsible position in the NZDF and will act with flexibility and adaptability to work commitments. An employee's actual hours of work will be determined by their manager after discussions with the employee and after taking into account the personal circumstances of the employee.
- 159 Where employed in a position involving standard hours, employees will be granted the opportunity of working flexible working hours wherever practicable. While the approval of flexible working hours for specified periods is encouraged, these arrangements are not a right, and must not compromise the NZDF's operational effectiveness, security, or disadvantage others. Employees are expected to attend work when requested by the NZDF recognising the employee's family and social commitments.
- 160 In considering the applicability of such arrangements, the employee's manager will include the need to achieve, effectively and efficiently, the tasks and objectives set by the manager, as well as the employee's needs.

Further information can be found at:

[DFO 3 Part 12 Chapter 1 - Flexible Working Arrangements](#) (Policy)

[Flexible Working Arrangements](#) (HR Toolkit)

Overtime and Flexible Working Arrangements

- 161 The employee's total remuneration is full compensation for all work required and includes salary, superannuation and other remunerative allowances. Therefore, as a general principle overtime is not payable. The NZDF expects employees and managers to manage any ordinary additional hours that are worked from time to time within the flexible work arrangements provided so that an employee works on average 40 hours per week.

Example: to meet a work output that required the employee to work 44 hours in one week, the NZDF would expect the employee to work 36 hours - preferably in the



following week. Generally, the NZDF expects Managers to ensure that this shorter week would be undertaken within a four week period.

- 162 The NZDF acknowledges there will be exceptional circumstances where significant additional hours are required which cannot reasonably be managed within flexible work arrangements alone. In such instances overtime may be payable. This would be limited to exceptional circumstances and would require approval in accordance with civil staff delegations.
- 163 Any approved overtime will be at a flat rate of time and a half (T1.5) for all approved overtime hours worked.

REIMBURSEMENT OF EXPENSES

Expenses

- 164 With the prior approval of their manager, employees will be reimbursed upon production of relevant receipts for actual and reasonable expenses incurred by them in the proper performance of their duties. Any such expenditure must recognise the standards and expectations appropriate to the employee's position and the NZDF.

Caring for dependents

- 165 When an employee is undertaking NZDF business that requires them to be away from their home outside of their normal working patterns, their manager may approve the reimbursement of actual and reasonable expenses incurred by the employee in caring for dependents where the situation is such that they cannot make alternative arrangements. Approval is at the NZDF's sole discretion and will require prior written approval.

Travel

- 166 Where employees are required to travel to another location on NZDF business, the most cost effective form of travel and travel related expenses overall is to be used. With the prior approval of their manager, employees are entitled to be reimbursed upon production of relevant receipts for actual and reasonable travel expenses in accordance with NZDF policies.

Use of Motor Vehicles

- 167 NZDF provided vehicles should be used where available. If they are not available, the most cost effective form of motor vehicle transportation overall is to be used. If this is the employee's private motor vehicle, and the employee agrees to it being used for NZDF business, with the prior written approval of the employee's manager, they will be reimbursed motor vehicle allowance in accordance with NZDF policies.
- 168 Where an employee wishes to use their private vehicle for their own convenience, motor vehicle allowance will not be paid, and the payment of equivalent surface fare may be approved with the prior written approval of the employee's manager.



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- 169 Standard reimbursing allowances will be paid according to published rates that may be altered or amended from time to time at the NZDF's sole discretion.
- 170 The employee will be personally responsible for any penalties arising from any infringement notices received while they are driving or using an NZDF or any other vehicle (e.g. for parking and speeding offences).

LEAVE

- 171 Wherever practical, employees should apply for all leave in writing in advance. The employee's manager may grant the employee's leave request after taking into account the NZDF's operational requirements, the circumstances of the request, and the employee's need for rest, recreation and/or recuperation.
- 172 If the employee is unable to return to work from leave by the agreed date, they must advise their manager as soon as practicable of the circumstances concerning their delayed return to work and the probable time of their return.

Annual Holidays

- 173 Employees are entitled to five weeks paid annual holidays each year. Employees annual holidays will accrue on a pro rata basis and will be made available for them to take as agreed by the NZDF to meet operational needs. While annual holidays are granted at the sole discretion of employees' managers, it will not be unreasonably withheld.
- 174 A regular break from work is both good organisational and personal practice. Employees should take their annual holidays within 12 months of them becoming entitled to it, but the NZDF may agree in writing to holidays being taken at a later date.

Annual Holidays and Leave Management

- 175 Unless employees have a previously written annual holidays management plan with the NZDF, they agree to manage their annual holidays to ensure their annual holidays balance does not exceed 25 days.
- 176 Where an employee has an annual holidays balance greater than 25 days (inclusive of service leave) and the manager has made reasonable requests for the employee to get their annual holidays balance to 25 days or less, then with written notice to the employee of at least two weeks, an employee may be required to take annual holidays at a time convenient to the NZDF.

Annual Holidays Payment

- 177 Annual holiday payment and holiday pay adjustments will be calculated in accordance with the Holidays Act 2003. Employees agree that their annual holiday payments will be made as part of the normal pay run that relates to the period during which they take their annual holiday.

Annual Closedown

- 178 It is NZDF practice that most facilities are closed over the Christmas / New Year period. The NZDF will determine which facilities will close and the duration of the closure each year. When such a closure occurs and the closure affects an employee's position, they will be required to take annual holidays on the days which are not public holidays and which fall within this period.
- 179 If employees do not have enough accrued annual holidays for the duration of the closure, they will be required to take anticipated annual holidays up to half of their next year's annual holiday entitlement. If they do not have enough anticipated annual holidays for the duration of the closure, they will be required to take leave without pay.
- 180 The NZDF will give the employee at least two weeks' notice of any such closedown period.

Sick Leave

- 181 Employees' annual entitlement to paid sick leave is ten days each year. The NZDF allows employees to accumulate any unused paid sick leave up to a maximum of 90 days. The NZDF waives the requirement that employees must have six months' continuous service before becoming eligible for paid sick leave.
- 182 The NZDF accepts that from time to time employees may need to be absent from work because they, their partner or someone close or dependent on them is sick or injured. In such circumstances, employees are able to use their sick leave entitlement. The employee should advise their manager as soon as practicable of their actual or intended absence. The employee's manager will determine the length of any paid sick leave but will not be less than the employee's paid sick leave entitlement as provided in the Holidays Act 2003.
- 183 No deduction will be made for absences of less than two hours.

Sick Leave Management

- 184 Sick leave is administered in accordance with the provisions of the Holidays Act 2003. The employee may be required at their expense to provide evidence, such as a medical certificate, to support any absence where:
- (a) The illness or injury that gave rise to the employee's leave is, or was, for a period of three consecutive days, and/or
 - (b) the NZDF believes the employee's illness or injury is not genuine.
- 185 Where an employee has been absent from work due to injury or illness for more than five days in any 12 month period (in those circumstances only, and assessed on a case by case basis), the employee may be directed to submit to medical examination by a registered practitioner and for the assessment report to be provided to the Defence Force. Where NZDF directs this to occur, NZDF will cover the cost of the examination at

any time, where such medical assessment is considered appropriate by the Defence Force to assist the Defence Force in making a decision on:

- (a) Whether it is appropriate for you to continue working because of concerns about your health and/or safety or the safety of others; or
- (b) Whether it would be appropriate for you to return to work, in a situation where you are on leave because of illness or injury or some other cause such as alcohol or drug dependency; or
- (c) Whether you are capable of the proper performance of your duties under this agreement.
- (d) Such assessment may also be necessary on your return to work following a period of sick leave or accident leave.

186 No payment will be made for any accumulated unused paid sick leave on termination of the employees' employment for any reason.

Leave in Advance

187 Where the employee has used their full entitlement to paid annual holidays or to paid sick leave, they may take up to half of their next year's entitlement to the relevant paid leave in advance.

188 Where sick leave/annual holidays are advanced this is conditional on the employee agreeing to the appropriate deduction(s) from their final pay in the event they cease employment before clearing such advancements.

Work Related Accident Leave

189 Work related accident leave is granted pursuant to the Accident Compensation Act 2001. Employees are required to inform their manager where a work-related injury will result in incapacity for some or all of their normal work duties. Employees are also required to provide their manager with a medical certificate certifying their incapacity.

190 During work related accident leave, the NZDF will pay the employee's weekly compensation entitlements on behalf of ACC in the employee's normal pay cycle. The NZDF will top up the payments received from ACC so that the employee receives their normal salary. Work-related accident leave does not affect employees' sick-leave balance.

191 If employees are temporarily unable to perform their normal work duties, they may be required to perform other duties which are within their capabilities for the duration of their incapacity.

Non Work Related Accident Leave

192 Non work related accident leave is granted pursuant to the Accident Compensation Act 2001. Employees are required to inform the NZDF if they are unable to undertake some



or all of their normal work duties as a result of a non work-related accident. Employees must provide the NZDF with a medical certificate certifying their incapacity.

- 193 During non work-related accident leave, the NZDF will pay employees' weekly compensation entitlements on behalf of ACC in their normal pay cycle. The NZDF will top up those payments so that the employee receives their normal salary through use of their sick leave entitlement. Employees shall use sick leave for the first week of incapacity to make up the difference between their normal salary and the weekly compensation entitlement received from ACC in subsequent weeks of incapacity. Where incapacity extends beyond the first week, sick leave deduction will be one day of sick leave for every five days of incapacity. Employees may seek to use other leave entitlements where their sick leave is exhausted. Where there is no other leave entitlement available, leave without pay will need to be taken for the fifth day in each week.

Participation in a Rehabilitation Programme

- 194 The NZDF may require the employee to participate in a work based rehabilitation programme if they suffer an incapacity that affects their ability to work or affects their performance at work.

Requirement to Undergo a Medical Examination

- 195 The NZDF shall have the right to require the employee to visit and undergo a medical assessment on paid sick leave for the NZDF and for the assessment report to be provided to the NZDF by a registered medical practitioner nominated and paid for by the NZDF, at any time, where such medical assessment is considered appropriate by the NZDF to assist the NZDF in making a decision on:
- (a) Whether it is appropriate for the employee to continue working because of concerns about their health;
 - (b) whether it would be appropriate for the employee to return to work, in a situation where they are on leave because of illness or injury or some other cause such as alcohol or drug dependency, or
 - (c) whether the employee is capable of the proper performance of their duties under this agreement.
- 196 Such an assessment may also be necessary on the employee's return to work following a period of sick leave or accident leave.

Parental Leave

- 197 The provisions of the Parental Leave and Employment Protection Act 1987 will apply. In addition, the employee's manager may agree to other leave or other mutually beneficial form of support.

198 The Ministry of Business, Innovation & Employment is responsible for paid parental leave, with the Inland Revenue Department contracted to process the payments. Any questions about eligibility for paid parental leave or other matters relating to it can be directed to the Ministry of Business, Innovation and Employment via their Employment NZ website at <http://www.employment.govt.nz>.

199 Where employees have not, or are not going to receive any other form of paid parental leave from the NZDF in respect of the birth or adoption of their child, they are entitled to ten days paid parental leave to be taken at or near the time of the adoption or birth of their child.

Service Leave

200 Employees are entitled to a one off grant of two weeks paid service leave in accordance with clauses 201 – 206.

201 If a new employee joins the PSA they will be eligible for Service Leave at intervals of 10, 15, 20 and 25 years.

202 If, having qualified for the Service Leave (but not taken it) the employee ceases membership of the PSA then the Service Leave will be cancelled.

203 If, having taken the Service Leave the employee ceases membership of the PSA, within 5 years of having taken Service Leave, then that Service Leave will be reverted to annual leave.

204 If the employee has a zero or negative leave balance, the reverted Service Leave will be deemed to be anticipated leave; and in the event the employee then resigns from NZDF with a negative leave balance, NZDF will be entitled to deduct any amount due from the final pay.

205 If an employee joins the PSA subsequent to becoming an employee, then they are entitled to any future entitlement to service leave under this Agreement based on their length of service with NZDF since commencing employment, but if, after having taken qualifying service leave and the employee ceases their PSA membership, then the service leave will be deducted from their annual leave entitlement as if it was accrued annual leave which has been taken. In the event the employee has a zero or negative annual leave balance, the service leave will be deemed to be anticipated leave and in the event an employee resigns with a negative leave balance, NZDF will be entitled to deduct any amount due from the final pay.

206 In accordance with clause 205, where an employee's employment ceases by way of resignation, redundancy or any other form of termination they will receive the applicable service-related entitlements as at the date of termination.



Bereavement/Tangihanga Leave

- 207 The NZDF accepts that from time to time employees may need to be absent from work because they have suffered a bereavement, or they have an obligation due to the death of someone close to them.
- 208 If the employee suffers a bereavement, reasonable time off on pay may be granted. Depending on the circumstances, the employee's manager will determine the length of the employee's paid bereavement leave which may be greater than the three days as granted by the Holidays Act 2003. This decision will take into account:
- (a) The closeness of the association the employee has with the deceased;
 - (b) any responsibilities the employee must assume for arrangements resulting from the death;
 - (c) the amount of time needed to discharge properly any responsibilities or obligations that arise, and/or
 - (d) allowance for reasonable travel time.
- 209 For the purpose of clarity, employees are entitled, in terms of the Holidays Act 2003, to bereavement leave of three days on the death of their spouse or partner, parent, their spouse or partner's parent, child, brother or sister, grandparent or grandchild. Where the employee's manager accepts that the employee has suffered a bereavement in relation to any other death they are entitled to bereavement leave of one day.
- 210 The employee should advise their manager as soon as practicable of their actual or intended absence. While the employee's manager will determine the length of paid bereavement leave, the employee will be granted no less than their entitlement as set out above. The employee may be granted additional paid or unpaid bereavement leave, in addition to any paid bereavement leave they are entitled to.

Public Holidays

- 211 Employees are entitled to the following public holidays as set out in the Holidays Act 2003:

Province Anniversary Day	ANZAC Day
Waitangi Day	Easter Monday
Good Friday	Labour Day
Sovereign's Birthday	Boxing Day
Christmas Day	Second day of January
New Year's Day	

- 212 Employees will receive their relevant daily rate of pay for any public holiday that falls on a day that would otherwise be a working day for them. Employees may not work on a public holiday unless expressly required by their manager to do so.

- 213 Employees agree to work on a public holiday if expressly required by the NZDF for operational reasons. Where an employee would not ordinarily be required to work on a public holiday, the NZDF will give consideration to the employee's family and social commitments prior to requiring them to do so. If employees are required to work on a public holiday, they are entitled to be paid the portion of their relevant daily pay that relates to the time they actually worked on the day plus half that amount again i.e. time and a half or T1.5.
- 214 If the employee works on a public holiday that would otherwise be a day on which they would normally work, they are also entitled, in addition to time and a half, to an alternative holiday paid at their relevant daily pay for the day which is taken as the alternative holiday. The date on which the employee takes their alternative holiday is to be agreed with their manager.

Other leave

- 215 At the sole discretion of employees' managers, they may be granted other leave with or without pay on whatever conditions the employee and their manager may agree at the time the leave is granted. This includes discretionary leave and statutory leave protection and entitlements including, but not limited to:
- (a) Court leave e.g. jury service or witness;
 - (b) military leave e.g. for Reserve Force training, posting and/or deployment; and
 - (c) community service.
- 216 On rare occasions, paid leave may be granted by the employee's manager to acknowledge effort that required significant extra hours to be worked that could not be recouped by flexible working hours.
- 217 Where the employee's manager agrees to them taking paid leave for jury service or to appear as a witness then any fees paid to the employee, other than travel expenses, for being a juror or a witness shall be paid to the NZDF.

GENERAL

Detrimental Effects

- 218 Employees must bring to the attention of the NZDF any condition or situation that is, or may, to the best of their knowledge, detrimentally affect their ability to competently undertake their work.

Location

- 219 While principally working at one location, employees may be required to travel to, and work from, other locations, and work with other teams. Prior to requiring an employee to work in, or travel to another location, the employee's family, personal and social commitments will be considered.

Relocation

220 The NZDF may request employees to transfer to:

- (a) another position;
- (b) another team;
- (c) another location, and/or
- (d) a project,

within the NZDF on a temporary or permanent basis, or to second them to another organisation. The employee will be consulted prior to any transfer or secondment being finalised.

221 Where the new job is located within a reasonable commuting distance and extra travelling costs are involved, additional travelling expenses equivalent to travelling by public transport may be reimbursed for up to 12 months.

222 Where an employee is requested by the NZDF to permanently relocate their primary place of work to another location that requires them to permanently relocate their personal household, they may be entitled to a relocation allowance to assist financially with the costs of that relocation. The employee and the NZDF will agree to the terms and conditions of any relocation allowance at the time.

Working from Home

223 The employee may ask their manager whether they may work from home or an alternative location for limited periods from time to time. This can include a request by the employee to work from home in order for them to meet any obligations they may have to provide care for dependents. At the sole discretion of the employee's manager, the employee's request may be agreed to. If agreed, the employee's manager may determine the conditions under which such work shall be undertaken.

224 These conditions may include, but are not limited to, information and personal security, health and safety, availability and timekeeping, equipment suitability, and access by the NZDF to audit compliance.

Conflict of Interest

225 Employees will not be directly or indirectly interested, employed or involved in any business or activity which may compete, or have the potential to compete, in any material respect with the business of the NZDF or affect, or have the potential to affect, the performance of their duties under this agreement or otherwise constitute, or have the potential to constitute, a conflict of interest with the NZDF, or the perception of a conflict of interest with the NZDF except with the written consent of the NZDF.

226 In the event that any potential conflict of interest situation arises, employees must notify the NZDF immediately.



Suspension

- 227 Depending on the circumstances and nature of the allegations against them, the NZDF may suspend an employee on pay pending the outcome of the investigation. The suspension may include exclusion from any part or from all NZDF facilities and any other facility where the employee may undertake any aspect of their employment.
- 228 If the employee's suspension is in excess of 10 days, the NZDF may suspend them without pay if the reasons for the long term suspension are beyond the control of the NZDF.

Severability

- 229 If a portion of this agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid it must be read in the latter way. If any portion of this agreement is illegal, unenforceable or invalid, that portion is to be treated as removed from this agreement, but the rest of the agreement is not affected.

Non Waiver

- 230 Failure by either of the parties for any reason to enforce any right or obligation under this agreement shall not constitute a waiver as to that right or obligation either at the time or in the future.

Indemnification

- 231 A NZDF employee will not be personally liable for any liability of the NZDF, or for any act done or omitted by the NZDF or any other employee of the NZDF, in performing the functions of the NZDF in good faith.

CHANGE PROTOCOL

Purpose

- 232 The purpose of this Change Protocol ("protocol") is to provide a plain language explanation of the process to be followed in managing affected employees through change.

Consultation

- 233 All potentially affected employees, including those employed on a fixed term, whose position or employment circumstances are potentially affected by a proposed change will be consulted on the proposed change. All potentially affected employees will be given the opportunity to provide written and/or verbal comment before any final decisions are made.
- 234 The PSA representing any potentially affected employees will be consulted and given the opportunity to provide feedback before any final decisions are made.



Scope

- 235 This protocol applies:
- (a) after consultation has been completed with potentially affected employees about a proposed change;
 - (b) after the decision about a proposed change has been made and the change is to be implemented;
 - (c) to all permanent civilian employees of the NZDF who are employed in positions or who are undertaking functions that are affected by a change to their position.
- 236 This protocol does not apply to:
- (a) casual employees,
 - (b) fixed term employees; or
 - (c) non-affected employees.
- 237 Casual and fixed term employees who may be impacted and/or affected by a change will be dealt with on a case by case basis. The process for casual and fixed term employees is outlined at the end of this change protocol section.

Objectives

- 238 This protocol aims to:
- (a) provide affected employees with visibility of the process that will be applied in managing them through the change;
 - (b) provide affected employees with choice wherever practicable;
 - (c) provide affected employees with information about, and visibility of, their options;
 - (d) ensure a fair, equitable and transparent process is applied in implementing any approved outcomes from the change;
 - (e) ensure employees are dealt with professionally, constructively and fairly;
 - (f) ensure employees are treated with respect, integrity and in a manner consistent with the NZDF's good employer obligations;
 - (g) minimise disruption to the NZDF's operations or organisational activities;
 - (h) have any new organisational structure operational as soon as practicable;

- (i) ensure employees are advised about the impact of any change to them and their individual circumstances as soon as practicable;
- (j) ensure good processes are in place to support affected employees in securing alternative employment opportunities. This however cannot be at any expense and must be fair and reasonable to the employee, the NZDF and the NZ taxpayer;
- (k) minimise costs and risk to the NZDF throughout the implementation of any approved change;
- (l) retain as many employees as reasonably possible in meaningful employment; and
- (m) minimise redundancies.

Determination of Affected Employee

239 An affected employee is a person who is employed in a position that is;

- (a) to be disestablished,
- (b) to be changed to the extent that it cannot reasonably be considered to be the same position; and
- (c) subject to a location change outside of their same local area.

240 Substantial change does not include a change in business group, reporting line, job title or work location (where work location is within the “same local area” or region).

241 Once an affected employee has been reconfirmed or reassigned into a position, that employee will no longer be an affected employee.

The Same Local Area

242 The “same local area” means the same geographical region. Within the NZDF the same local areas are:

- (a) the Wellington region which includes Wellington Central Business District (CBD), Porirua and the Hutt Valley/Trentham;
- (b) the Central region which includes Linton, Ohakea and Palmerston North;
- (c) the Northern region which includes Arch Hill, Devonport, Hobsonville, Papakura, Whangaparoa and Whenuapai; and
- (d) the Christchurch region which includes Burnham, Wigram, Pegasus, Christchurch, Glen Tunnel, Weedons.

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- 243 Should the NZDF be able to reconfirm or reassign an affected employee to a position within the same local area, this would constitute a reasonable offer of alternative employment and not a redundancy situation.
- 244 Should an employee decline any reasonable offer made to them for a position in the same local area, there would be no entitlement to redundancy compensation.
- 245 Should an employee disagree with an offer of reconfirmation or reassignment on the basis that the new work location is not reasonable, the NZDF shall assess the reasonableness on a case by case basis giving consideration to:
- (a) the additional travelling costs based on the cheapest public transport option;
 - (b) the actual or usual mode of transport of the employee;
 - (c) the availability to the employee of any cost sharing arrangements, e.g. carpooling;
 - (d) the additional time and distance required by the employee to travel from their usual place of residence to their new work location;
 - (e) the personal circumstances of the employee which impact on travel arrangements including any responsibilities they may have for dependent care;
 - (f) whether the relocation was at the request of the NZDF or the employee; and
 - (g) any support provided by the NZDF to assist the employee to adjust to the new work arrangements and to mitigate any additional time and/or cost, implications associated with travel to the new work location.
- 246 Following consultation with the employee and the PSA, and with due consideration of paragraph 245 a - g, the NZDF shall determine at its sole discretion, whether or not the offer in the new work location is reasonable.
- 247 Where the NZDF determines that the offer is reasonable and the employee declines the offer, the options available to the employee are to apply for an alternative position or to resign. Where the employee and/or the PSA believe the decision of the NZDF to be unreasonable, the employee and/or the PSA have the right to raise a personal grievance in accordance with the Employment relationship problem provision set out in Part A of this agreement.
- 248 Where the NZDF agrees that when taking into account the consideration in paragraph 245 a - g that despite being in the same local area, the offer is unreasonable, the employee may accept or decline the offer. If they decline the offer, the employee is entitled to redundancy compensation if no suitable alternative position can be found. To deem a reassignment to an alternative suitable position in the same local area as unreasonable, Manager HRAS approval is required.



Transition

- 249 There are four ways an affected employee can transition from their current position into a new position:
- (a) reconfirmation to a new position that is substantially the same or very similar in the same local area;
 - (b) reassignment to a new position in the new structure in the same local area or outside the local area with the agreement of the employee and the NZDF;
 - (c) reassignment to a suitable alternative position within the NZDF in the same local area; and
 - (d) appointment to a vacant position elsewhere in the NZDF.
- 250 The processes associated with transitioning affected employees through reconfirmation and reassignment are set out below in detail. To assist understanding, the process is also summarised in a flowchart at the back of this change protocol section.

Reconfirmation

- 251 An affected employee will be reconfirmed into a position in the new structure where:
- (a) the position has not changed substantially from what the employee currently does i.e. it is the same or very nearly the same'
 - (b) it is within the local area; and
 - (c) their new terms and conditions are no less favourable than their current terms and conditions.
- 252 Factors taken into account in assessing whether or not a position has changed substantially include:
- (a) the job content. This involves comparing tasks, activities and processes as well as accountabilities and outputs of the new position with those the employee is currently doing. This comparison includes both what the employee was employed to do (as per their position description) and what they are actually doing (as determined by their manager after consultation with the employee);
 - (b) the knowledge, skills, experience and behavioural competencies required; and
 - (c) the staff / management and budget responsibilities.
- 253 Where a position is available in the new structure and there is only one affected employee who meets the reconfirmation criteria, then that employee will be reconfirmed into that position.

- 254 Where there are more affected employees who meet the criteria for reconfirmation than the number of positions available for reconfirmation, each position will become contestable in order that the best candidate for each position is identified. Each employee who applied for, or was automatically considered for, one or more of these positions will be notified in writing of the outcome of the selection process. All of these appointments are open to review but only by those employees who applied for or were automatically considered for these positions.
- 255 Where an employee is reconfirmed into a new position, they will be notified in writing of their reconfirmation to the new position.

Reassignment

- 256 Reassignment means the placement of an affected employee who has not been placed into the new structure through reconfirmation.
- 257 An affected employee who is not reconfirmed may apply for, or will be considered for reassignment to:
- (a) a vacant position in the new structure; or
 - (b) a vacant funded civilian position within the same local area; or
 - (c) a vacant funded civilian position outside the same local area.
- 258 **Note:** Irrespective of whether or not they have applied for or want a suitable alternative position, an affected employee may at any time be considered for any suitable alternative position if:
- (a) that suitable alternative position is available within the same local area;
 - (b) the position is deemed to require the same or similar skills to those the employee currently possesses;
 - (c) the terms and conditions of appointment to the position are no less favourable than their existing terms and conditions of employment.
- 259 If an employee is being considered for a position in this manner, they and the PSA will be consulted.

Reassignment to Positions in the New Structure

- 260 Where the new position is outside the same local area, the employee may be offered reassignment to the new position.
- 261 There is no compulsion on an employee to accept an offer of reassignment to a new position outside the same local area. Should an employee decline such an offer, it would not impact the NZDF's efforts to work with that employee to identify a suitable alternative position in their current local area. It would also not impact on that employee's access to redundancy compensation if a reasonable offer of reassignment

to an alternative position could not be found in the same local area prior to their proposed cessation date.

- 262 Where there are more affected employees than there are positions available in the new structure, a competitive selection process will be undertaken to ensure the best person based on merit is reassigned.
- 263 Where there are more positions available than there are affected employees, then reassignment may occur without a selection process. However, where a position within the new structure differs from that currently being fulfilled by an affected employee, that employee may be interviewed to determine suitability for reassignment.
- 264 Where an affected employee does not demonstrate sufficient merit for reassignment to the new position, or there is insufficient interest in the position, then that position may be advertised both internally and externally and standard NZDF recruitment and selection processes will be applied. Any employee whether affected or not, or whether they have been reconfirmed or reassigned, may apply for any of these open vacancies.
- 265 Where there are more affected employees who meet the criteria for reassignment than the number of positions available for reassignment, each position will become contestable in order that the best candidate for each position is identified. Contestability will be ring-fenced to affected employees only.
- 266 Each employee who applied for, or was automatically considered for, one or more of these positions will be notified in writing of the outcome of the selection process. All of these appointments are open to review but only by those employees who applied for or were considered for these positions.
- 267 Where an employee is reassigned into a new position, they will be notified in writing of their reassignment to that new position.

Reassignment to Positions Outside of the New Structure

- 268 An affected employee still unplaced following reconfirmation and reassignment to new positions may apply for, or be considered for reassignment to any suitable alternative position within their same local area.
- 269 The process may include:
- (a) notifying the unplaced affected employee of any suitable alternative position and inviting them to apply for any position they consider to be a suitable alternative position;
 - (b) discussing possible options;
 - (c) interviewing where necessary to assess suitability; and
 - (d) notifying each such employee of the outcome in writing.

- 270 When making a decision on reassignment to an alternative position within the same local area, the following will be taken into account:
- (a) the job content: This involves comparing tasks, activities and processes as well as accountabilities and outputs of what is required in the new role with those the employee is currently doing. This comparison includes both what the employee was employed to do (as per their position description) and what they are actually doing (as determined by their manager after consultation with the employee);
 - (b) the knowledge, skills, experience and behavioural competencies required in the new position. This involves comparing those required against those the affected employee has demonstrated in the last 12-24 months (based on completed performance appraisals and manager input);
 - (c) staff / management and budget responsibilities; and
 - (d) cost, in terms of the training and development that may be required, or the assessed cost of any gap in capabilities on time or quality of outputs.

Declining Reconfirmation or Reasonable Reassignment

- 271 The options available to an employee who declines reconfirmation or a reasonable offer of reassignment will be to either apply for another vacant position or resign. This is not a redundancy situation and therefore there is no entitlement to redundancy compensation.
- 272 To ensure clarity, reconfirmation is where an affected employee is reconfirmed into a position that:
- (a) is the same or very nearly the same as what the employee currently does;
 - (b) is in the same local area; and
 - (c) is on terms and conditions of employment no less favourable than their existing terms and conditions.
- 273 To ensure clarity, a reasonable offer of reassignment is defined as an offer of a position that:
- (a) is deemed to require the same or similar skills to those the employee currently possesses;
 - (b) is in the same local area; and
 - (c) is on terms and conditions of employment no less favourable than their existing terms and conditions.

Meritorious Appointment Process

- 274 An appointment process based on merit will be undertaken when;

- (a) there are fewer positions than there are affected employees; and
- (b) there are fewer affected employees than positions.

Fewer Positions than Affected Employees

- 275 Where there are more affected employees who meet the criteria for reconfirmation than the number of positions available for reconfirmation, each position will become contestable in order that the best candidate for the position is identified.
- 276 Where there are more affected employees for reassignment than available positions, a competitive selection process will be undertaken to ensure the best person based on merit is reassigned.
- 277 To ensure clarity, what this means is that the principles of the NZDF 'Recruitment of Civil Staff' policy will be applied in determining who, amongst the affected group, will be appointed through reconfirmation or reassignment to available positions.
- 278 The exceptions to this are:
- (a) positions that are reconfirmation or reassignment opportunities for affected employees will not be initially advertised outside of the affected group. Rather, in the first instance only those affected by the restructure will be considered; and
 - (b) once an appointment through reconfirmation or reassignment has been made it will not be promulgated NZDF wide and will not be subject to a pan NZDF review of appointment process. Only affected staff that were considered for the role can review the appointment.
- 279 All other principles of the policy will usually be applied. This will ensure robust and transparent selection processes are conducted to determine and appoint the best person based on merit and that selection decisions are able to withstand a review of appointment process. This requires:
- (a) established selection criteria to be derived from the position description and weighting applied to key requirements;
 - (b) established selection criteria to be used to shortlist those for interview;
 - (c) established selection criteria are used to evaluate how well each candidate met the requirements of individual criteria and the overall requirements of the role. To determine the best candidate, all evaluative material will be considered including, but not limited to written applications, interview information, referees, practical exercise and performance information in the last 12 – 24 months;
 - (d) recommendation of appointment to the appropriate approving authority; and
 - (e) fully documented process to enable any review of appointments to be undertaken.

Fewer Affected Employees than Positions

- 280 Where an employee has a reassignment opportunity in either the new structure or to alternative position for which they wish to be considered, then prior to their reassignment, the NZDF must be satisfied that the individual has the knowledge, skills, experience and attributes for the appointment. This applies whether there are more people than positions or there are more positions than people.
- 281 In some instances it may be appropriate to reassign without a selection process where there is confidence that the affected employee has the skills, knowledge and attributes for the appointment.
- 282 This should only occur:
- (a) where there are fewer affected employees than positions available for reassignment in the new structure; or
 - (b) where one affected person is being considered for reassignment to a position outside of the new structure and in isolation i.e. there is not a contestable or reviewable process.
- 283 It must be noted however that even in a non-contestable situation, should an affected employee apply for a role or express interest in a role and they are not appointed due to insufficient suitability, the NZDF must be able to provide comment on the rationale for this decision based on transparent consideration against the requirements of the position.

Remuneration Protection

- 284 Generally the NZDF will only seek to reassign an affected employee to a position that is graded either at the same or higher level than the grade of their current position.
- 285 However, where no reassignment opportunities at the same or higher grade are available or, alternatively, were available but the affected employee has not demonstrated sufficient merit for reassignment, as an alternative to redundancy the NZDF may consider reassignment to lower graded positions still available in the new structure or in the current location provided:
- (a) the employee confirms they wish to be considered for reassignment to a lower graded position;
 - (b) the employee demonstrates suitability for the position; and
 - (c) a cost benefits analysis demonstrates that reassigning the employee to a lower graded appointment with remuneration protection provisions for a defined period is more cost effective for the NZDF and the NZ taxpayer than redundancy compensation.

- 286 Where an employee is offered and accepts reassignment to a lower graded position, remuneration protection for a maximum of two years from the date of reassignment to the lower graded appointment will be available where the criteria in paragraph 285 a - c are met. This will be payable as an allowance only and a lump sum payment option is not available. The allowance will be an amount equivalent to the difference between the present total remuneration and the new total remuneration payable for two years. This allowance is abated by subsequent remuneration increases.
- 287 **Example:** if an employee's current total remuneration is \$45,000 a year and they accept reassignment to a lower graded appointment with a new total remuneration of \$40,000 a year, the equalisation would be \$5,000 a year paid as a fortnightly allowance. If through a performance review the total remuneration increased to \$42,000 a year, the equalisation allowance would be abated, or reduced, to \$3,000 a year. This maintains the protected total remuneration at \$45,000. If through the next performance review the total remuneration increased to \$46,000 a year, the equalisation allowance would cease with the employee on a total remuneration of \$46,000.
- 288 Where reassignment and remuneration protection is more costly overall than redundancy compensation, reassignment to lower graded appointments is not to occur. The only exception to this would be where a lesser period of total remuneration protection was agreeable to the parties making reassignment to the lower graded appointment rather than redundancy compensation a more cost effective and fair use of the NZDF and NZ taxpayer funds.
- 289 Where there are reassignment opportunities for affected employees at the same or higher grade as the position the employee currently holds but the employee elects not to compete with other affected employees for these appointments and/or expresses a desire to instead move into a lower graded position, this may be considered on the basis that reassignment into the lower graded appointment will be on the terms and conditions of the new position, including appointment within the grade for the position with no remuneration protection.
- 290 Where an employee declines or the NZDF does not offer reassignment to a lower graded position, an affected employee's access to redundancy is not compromised as reassignment to a position at a lower grade does not constitute a reasonable offer of reassignment as defined in paragraph 271.

Appointment

- 291 Affected permanent employees who are not reconfirmed or reassigned into positions in the new structure or in their same local area, can apply for any other vacancies within the NZDF but will need to compete for any such vacancy in accordance with standard NZDF recruitment and selection requirements.

Relocation Expenses

- 292 Where an affected employee expresses an interest in reassignment to a position outside their local area, and they are reassigned, then relocation expenses will be considered and negotiated on a case by case basis.

- 293 The NZDF will consider relocation expenses where the relocation of the employee is “to meet the convenience and needs of NZDF” and it is cost effective, fair and reasonable to the employee, the NZDF and the NZ taxpayer to do so. Note: it is likely that any negotiated relocation expenses will be kept to a minimum and would likely be limited to household removal and travel cost, or a contribution toward these expenses.

Promulgation

- 294 An affected employee will not have their appointment promulgated where they have been reconfirmed or reassigned to a new position in either the new structure or to a suitable alternative position in their same local area.
- 295 All employees, including affected employees, will have their appointment promulgated where they have been appointed through a standard meritorious selection process.

Unplaced Employees

- 296 Should an employee not be placed in a position in the new structure or reassigned to a suitable alternative position in their same local area through the process outlined in this change protocol, and their position is to be disestablished, they will be provided with one month’s written notice period. This notice will state that should the NZDF be unable to identify a suitable alternative position for them during this notice period, their employment with the NZDF will finish at the conclusion of this notice period and redundancy compensation in accordance with their employment agreement would be provided.
- 297 During the notice period, management will continue to explore suitable alternative employment options with and for the employee. Written notice provided will be conditional as it will advise that if a suitable alternative position during the notice period is found to which the employee is offered reassignment, or the employee is appointed to any NZDF position through a standard and meritorious selection process, notice will lapse and redundancy will not be an option.

Redundancy Compensation

- 298 Redundancy compensation is designed to provide an employee whose employment has been terminated due to redundancy with some financial support whilst they search for new employment.
- 299 Redundancy compensation is payable where:
- (a) the employee remains employed in the disestablished position right up to the date they have been formally notified that their position ceases to exist; and
 - (b) a suitable alternative position within the NZDF has not been identified through the processes outlined in this change protocol.
- 300 The employee’s employment with the NZDF will therefore end on the date their position ceases to exist.



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- 301 Redundancy compensation is not payable where;
- (a) an employee is reconfirmed or reassigned into an alternative position within the NZDF; or
 - (b) an employee declines reconfirmation or a reasonable offer of reassignment; or
 - (c) an employee elects to resign from a position declared surplus to requirements prior to the date it is disestablished.
- 302 Whilst the above reflects NZDF policy in regard to access to redundancy compensation, some flexibility may be considered on a case by case basis where;
- (a) the unplaced employee has been provided with their notice period; and
 - (b) the unplaced employee applies to be released before their final day of duty; and
 - (c) the NZDF can release the employee early without significant impact on the business and the delivery of the functions they perform; and
 - (d) an assessment from management and HR has confirmed the employee is highly unlikely to be reassigned in the remaining notice period.
- 303 Payment of redundancy compensation may be considered by exception on a case by case basis where the conditions set out above are believed to exist. Manager HRAS approval is required to pay redundancy prior to the date an employee's position is to be disestablished.

Review of Appointment

- 304 The Review Process is open only to those employees who are potential candidates for a position by way of reconfirmation or reassignment.
- 305 If an employee wishes to lodge a review they must notify the appropriate person of this within five working days of the appointment being made.
- 306 The only grounds for a review are that the person reconfirmed or reassigned to the position was not the best candidate for the position.
- 307 An independent Reviewer will investigate any requests for a Review of Appointment.



Alternative Employment Search Assistance

- 308 Affected employees will be given reasonable support and time off to assist in their search for alternative employment. This may include time off to attend interviews and prepare/update CV where necessary or assistance and support with CV writing and interview preparation.

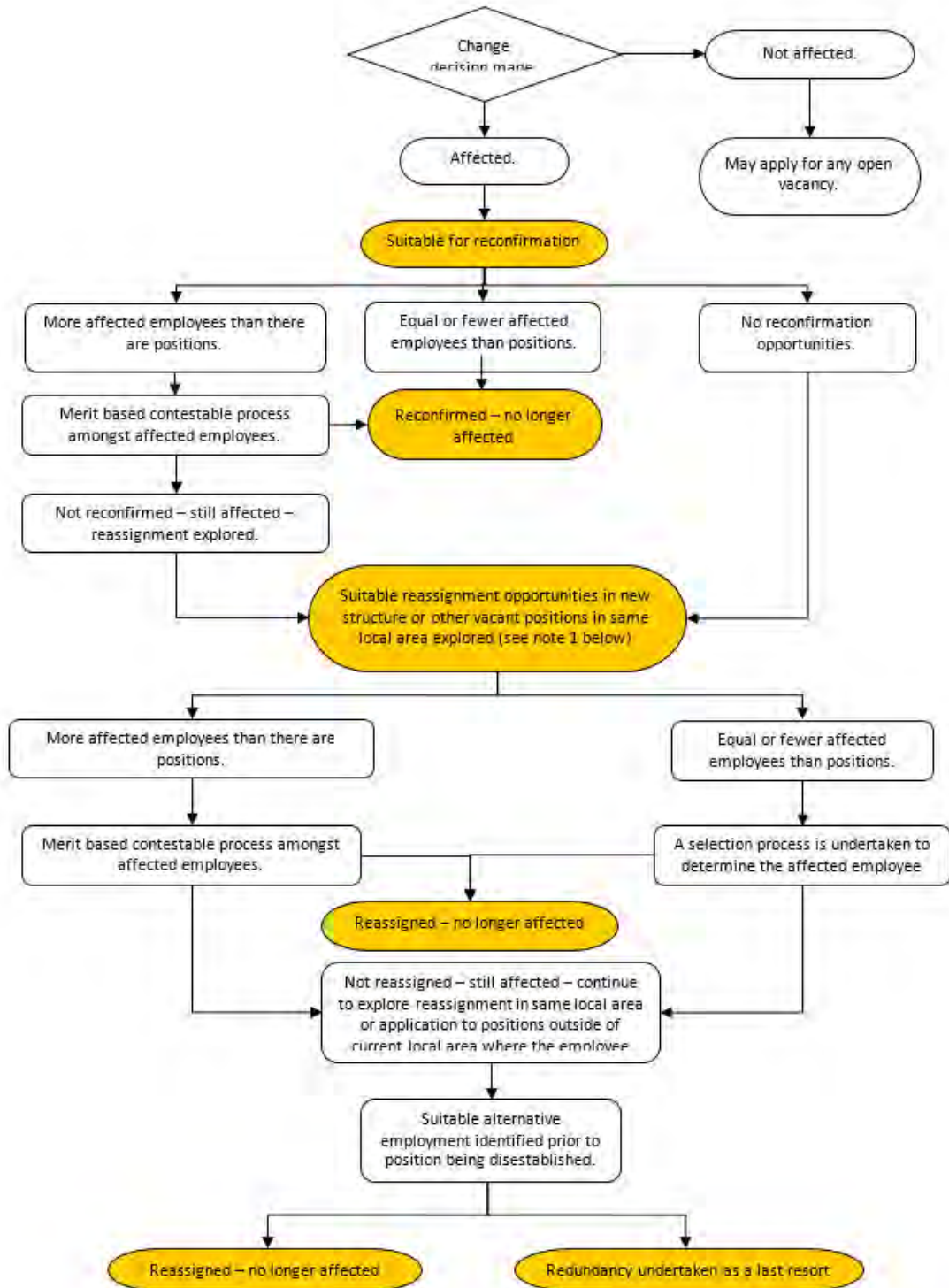
Re-Employment / Re-Enlistment

- 309 In accordance with standard State sector practice, personnel who receive redundancy compensation or termination payment upon cessation from the NZDF and who are subsequently re-employed or re-enlisted by the NZDF are not to have their previous service recognised for leave and other service defined benefits.

Process for Casual and Fixed Term Employees

- 310 Where a decision on structure and positions is made that affects a casual employee, the casual employment would no longer be required. The transition process in this change protocol for exploring alternative employment or redundancy compensation does not apply. The casual employee, by the nature of their employment agreement does not have access to redeployment opportunities or redundancy compensation.
- 311 A fixed term employee whose position is affected by a change does not have access to the transition process set out in this document. By the nature of their fixed term employment, fixed term employees have no expectation of ongoing and open ended employment. The NZDF is not obligated to explore alternative employment opportunities for fixed term employees in the same manner as for permanent employees affected by change.
- 312 Upon the completion of the transition process for affected permanent employees, any remaining vacant positions in the new structure would be openly advertised through standard NZDF recruitment and selection processes. Any fixed term employees whose fixed term employment is affected by the change process, may then apply for these vacancies on an open and meritorious basis that will be externally advertised.
- 313 Where a fixed term employees employment is to conclude prior to the event or date set out in their fixed term agreement as a result of restructuring, the employee would receive either:
- (a) redundancy compensation in accordance with the provisions of their employment agreement; or
 - (b) where no redundancy provisions are provided, a payment equivalent to the ordinary pay they would have received for the period between the date of termination and the expiry date of the fixed term employment.

Reconfirmation and Reassignment Process



Note 1 – Reassignment within new structure will generally be considered prior to considering reassignment to other alternative positions in the affected employee’s current local area. However, the process in terms of the flowchart is effectively the same.



CESSATION

Resignation and Termination

- 314 Employees must give their manager one month's written notice of their resignation. Where the employee gives insufficient notice, the balance of the notice period may be deducted from any money owed to them by the NZDF.
- 315 Except as provided for elsewhere in this agreement, the NZDF must give the employee one calendar month's written notice if it wishes to terminate their employment.
- 316 **Example:** if an employee gave or received one calendar months' notice on 17 March then their last day of duty would be 16 April. Depending on the month, this will be between 28 and 31 days' notice.

Dismissal for Incapacity

- 317 If due to mental or physical illness, injury or disability, or impairment due to addiction or something similar, an employee is incapable of carrying out their employment duties and obligations, the NZDF may end their employment on giving them one month's written notice. Each situation will be assessed on its merits, and in accordance with good employer requirements. This includes consultation with the employee, their representative and interested parties, and will be undertaken with regard to due process. The NZDF will undertake the process with dignity and respect for the individuals and their circumstances.
- 318 The NZDF may terminate the employee's employment on medical grounds if on the advice of a medical practitioner (including any such assessment obtained where the NZDF required the employee to undergo a medical examination) it is reasonable to believe they will be unable to undertake the full duties of their role within the reasonably foreseeable future, or an alternative role which is reasonably available.
- 319 No compensation shall be paid in the event that the employee's employment ends as a result of incapacity.

Payment in Lieu of Notice

- 320 Where notice is given by the employee or their manager, the NZDF may elect to pay out all or part of the notice period instead of requiring the employee to work it. The employee's manager may also specify the amount, if any, of the notice period they will be required to work and the nature of that work.

Return of NZDF Property

- 321 On an employees' last day of work or earlier if required by the NZDF, they will give their manager:



- (a) all correspondence, documents, files, records, plans, reports, and papers in both soft (electronic) and hard (paper and other tactile media) formats (including all hard and soft copies) created or obtained by them during their employment;
- (b) any other material or property belonging to or relating to the NZDF created or obtained by the employee during their employment;
- (c) any identification, security, access, credit, debit or other cards relating to the NZDF in the employee's possession; and/or
- (d) any NZDF vehicles, keys, laptops, cell phones, pagers or other physical plant and/or equipment in the employee's possession belonging to or relating to the NZDF obtained or provided to the employee during their employment.

Resignation from External Positions

- 322 Unless the employee has the specific written permission of the NZDF to the contrary, on or before their last day of duty, regardless of the reason for the ending of their employment, they will resign from all positions external to the NZDF that the employee was placed in as the NZDF representative, or were elected to as a direct result of their employment with the NZDF. The NZDF will determine the notice period the employee shall give and may also specify the amount, if any, of the notice period the employee will be required to serve and the nature of any representation should it continue.
- 323 The CDF may agree in writing to continue the employee's representative functions on whatever terms and conditions are determined at the time.

REDUNDANCY

Redundancy

- 324 Redundancy is defined as an ending of employment attributable wholly or mainly to the fact that the employee's position is, or will become, superfluous to the NZDF's needs. If the employee's position is made redundant and an alternative position is not found, the employee will receive one calendar month's written notice that their employment will cease due to redundancy.
- 325 Example: if an employee was provided with one calendar months' notice on 17 March then their last day of duty would be 16 April. Depending on the month, this will be between 28 and 31 days' notice.
- 326 No redundancy compensation is payable if the employee accepts alternative employment within the NZDF or the State sector irrespective of the terms offered.



Alternatives to Redundancy

- 327 Before an employee is made redundant, the NZDF will take fair and reasonable steps to find an alternative position for the employee within the NZDF or the State sector on the same or substantially the same terms and conditions as their existing employment. Where the employee is offered such a position, they will not be entitled to redundancy compensation, whether or not the employee accepts that offer.
- 328 Alternatives may include, but are not limited to:
- (a) a transfer to another role that is substantially the same on the same or substantially the same terms and conditions of employment (this may or may not require relocation); and/or
 - (b) retraining that will be undertaken on whatever terms and conditions the employee or the NZDF may agree at the time.

Redeployment Assistance

- 329 If the employee receives notice of dismissal due to their position being made redundant, they will be entitled to redeployment assistance. This may include but is not limited to:
- (a) time off to attend interviews and depending on the circumstances, reasonable assistance with travel costs to interviews;
 - (b) support with outplacement services such as CV preparation and interviewing skills;
 - (c) Targeted direction to skills appropriate recruitment agencies;
 - (d) financial advice and career planning; and/or
 - (e) access to Employee Assistance Programme counselling.

Redundancy Compensation

- 330 In the event of the employee's employment being ended by way of redundancy, their redundancy compensation will be four months' salary (17 weeks' salary).
- 331 For the avoidance of doubt, this excludes all forms of additional remuneration such as:
- (a) Salary loading allowance;
 - (b) special duties allowance;
 - (c) higher duties allowance; and
 - (d) remuneration protection allowance.



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- 332 For the avoidance of doubt, this lump sum payment is taxable, but is not superable.
- 333 For the avoidance of doubt, where the employee is eligible for Cessation Leave, then the Cessation Leave lump sum payment will be made in addition to redundancy compensation. Where Cessation Leave is paid out as a result of redundancy, Retiring Leave is not available.
- 334 Redundancy compensation is also not payable where the employee elects to resign from a position declared surplus to requirements prior to the date it is disestablished unless the manager assesses that the employee is highly unlikely to be reassigned in the remaining notice period and obtains approval from Manager HRAS as detailed in clause 304 to release the employee early from employment with redundancy compensation.

Technical Redundancy

- 335 Employees are not entitled to redundancy compensation or any period of notice if they are offered (whether or not the employee accepts that offer) an alternative position in the NZDF or elsewhere in the State sector that is substantially the same, or an alternative position in the NZDF or elsewhere in the State sector that is within their capability, and the offer is made on the same or substantially the same terms and conditions of employment.

Employee Protection Provision

- 336 NZDF will adhere to the obligations under s690J of the Employment Relations Act 2000 which provides protection to employees affected by restructuring if the NZDF sells, transfers, or contracts out its functions or part of its functions ("restructuring"). If the NZDF is considering doing so this clause applies.
- 337 To provide protection of employees' employment during restructuring the following process will be followed:
- (a) the employee and the PSA will be notified that restructuring is a possibility as soon as is practicable, subject to requirements to protect sensitive information; and
 - (b) the NZDF will negotiate with the proposed new employer including whether the affected employees will transfer to the new employer on the same or similar terms and conditions with no access to redundancy compensation; and with continuity of service. The NZDF will endeavour to get the new employer to agree to the employee transferring on this basis.
- 338 The employee and the PSA will be informed as soon as is practicable of:
- (a) any offer the new employer intends to make to the employee;
 - (b) the likely dates of transfer; and
 - (c) the anticipated impact on the employee's employment.

- 339 If the new employer offers the employee employment, the employee will be given the opportunity to decide whether or not to transfer on the terms the new employer and the NZDF negotiate.
- (a) If the employee elects not to transfer, and instead conclude their employment with the NZDF on the basis of redundancy they will receive compensation in accordance with their employment agreement provisions.
- 340 In the event there is a restructuring and the employee is not offered employment by the new employer, the following process will take place:
- (a) the NZDF will advise the employee and the PSA what entitlements are available under the employment agreement with the NZDF; and
- (b) the NZDF will consult with the employee to explore any alternatives to redundancy.

TRANSITION FROM PART C TO PART B

Transition

- 341 An employee may elect at any time to be removed from Schedule C1 of Part C of this agreement. From the date the employee signs and accepts to be removed from Schedule C1 of this agreement, they no longer have any access to any term and condition of employment within Part C of this agreement. From the date the employee signs and accepts to be removed from Schedule C1 of this agreement, they agree to be covered by Part A and Part B only of this agreement.
- 342 Any employee who appears on Schedule C1 of Part C who subsequently voluntarily applies for a new position shall be made an offer on the basis of Part A and Part B only whether the position applied for has a grade at the same, lesser or higher value than their current position. In accepting the new position the employee shall be deemed to have been removed from Schedule C1 of Part C of this agreement.
- 343 For those who do agree to transition from Part C to Part B in their current position or are appointed to a new position on the basis of Part A and Part B only, then the following transition terms and conditions apply.

Sick Leave Balance

- 344 The NZDF will carry across the employee's current balance in paid sick leave days. If this balance is greater than 90 days, the employee will not accumulate any further paid sick leave days. In the event that the employee's balance of paid sick leave days falls below 90 days, the employee will then be entitled to ten days per year accumulating to a maximum of 90 days.
- 345 The effective date for calculating this balance is the date the employee signs and accepts to be removed from Schedule C1 of this agreement and agrees instead to be covered by Part A and Part B only of this agreement.

- 346 Example: if a person on Part C had a current sick leave balance of 234 days on transition to Part B, then this balance of 234 days would be carried across as their sick leave balance on Part B. This person would not earn any more sick leave until their sick leave balance fell below 90 days.

Retiring Leave

- 347 The NZDF will carry across the employee's balance of retiring leave days using the retiring leave tables in Part C of this agreement (if applicable). The value of the retiring leave will be calculated on the salary component of their total remuneration provided in Part B of this agreement. This value will be frozen and will be paid to the employee in the event that they retire.
- 348 This calculation excludes all forms of additional remuneration such as;
- (a) salary loading allowance;
 - (b) Special duties allowance;
 - (c) higher duties allowance; and
 - (d) remuneration protection allowance.
- 349 The effective dates for calculating the balance of retiring leave days is their current enlistment date and the date the employee signs and accepts to be removed from Schedule C1 of this agreement and agrees instead to be covered by Part A and Part B only of this agreement.
- 350 There shall be no entitlement to any further accumulation of retiring leave from the date the employee agrees to be removed from Schedule C1 of this agreement.
- 351 If this lump sum is paid then it is taxable and superable.
- 352 If an employee has elected an optional 'buy out' of Retiring Leave based on length of service as at 7 September 2014 in accordance with the 2012 NZDF and Public Service Association agreed Terms of Settlement dated 14 June 2013, and later agrees to be removed from Schedule C1 of this agreement, there shall be no entitlement to the transitional Retiring Leave provision set out in this section. A list of employees on Schedule C1 of this agreement who elected an optional 'buy out(s)' are set out in Schedule C2.

Cessation Leave

- 353 The NZDF will carry across the employee's balance of cessation leave days using the cessation leave tables in Part C of this agreement (if applicable). The value of the cessation leave will be calculated on the salary component of their total remuneration provided in Part B of this agreement. This value will be frozen and will be paid to the employee in the event that they are made redundant.

- 354 This calculation excludes all forms of additional remuneration such as:
- (a) salary loading allowance;
 - (b) special duties allowances;
 - (c) higher duties allowances; and
 - (d) remuneration protection allowance.
- 355 The effective dates for calculating the balance of cessation leave days is their current enlistment date and the date the employee signs and accepts to be removed from Schedule C1 of this agreement and agrees instead to be covered by Part A and Part B only of this agreement.
- 356 There shall be no entitlement to any further accumulation of cessation leave from the date the employee agrees to be removed from Schedule C1 of this agreement.
- 357 If this lump sum is paid then it is taxable and superable.
- 358 Cessation Leave is only available in the event of an employee's employment being ended by way of redundancy, where redundancy compensation is paid. Cessation Leave is not payable in addition to Retiring Leave. Cessation Leave is also not payable and will not be transferrable to Part B under these transition provisions to members listed on Schedule C2 of this agreement as having 'bought out' Retiring Leave.

Frozen Redundancy Compensation

- 359 The NZDF will carry across the value of the employee's Redundancy Compensation payment using the relevant redundancy formula in Part C of this agreement. This value will be calculated on the salary component of their total remuneration provided in Part B of this agreement.
- 360 This value will be frozen and will be paid to the employee in the event that the employee becomes eligible for a redundancy compensation payment.
- 361 The effective date for determining which redundancy formula to use will be the employee's current enlistment date. The effective date for calculating the payment, in terms of length of service will be current enlistment date and the date the employee signs and accepts to be removed from Schedule C1 of this agreement and agrees instead to be covered by Part A and Part B only of this agreement.
- 362 If the employee becomes eligible for a redundancy compensation payment, the payment made will be the greater of the frozen redundancy compensation payment as set out above, or four months' salary calculated on the salary component of their total remuneration that they are on at the time their position is disestablished and they are made redundant.



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- 363 There shall be no entitlement to any further accumulation of service for redundancy calculation purposes from the date the employee agrees to be removed from Schedule C1 of this agreement.
- 364 At the employee's request, the NZDF will provide a calculation of the frozen redundancy compensation.
- 365 If this lump sum is paid then it is taxable, but is not superable.

Nga Kaupapa Principles

- 366 NZDF, PSA and Ngā Kaitiāhono agree that they will use these principles to help guide and support NZDF and PSA in implementing this agreement.
- 367 Ngā Kaitiāhono and PSA have eight (8) principles which give a cultural insight into Te Ao Maori, collectively referred to as Ngā Kaupapa.
- 368 The following Ngā Kaupapa principles outline the underpinning engagement behaviours:
- (a) Rangatiratanga: empowering Māori leadership;
 - (b) Whānaungatanga: encouraging personalization and high trust;
 - (c) Kaitiakitanga: protecting Māori to secure working conditions and cultural identity;
 - (d) Manaakitanga: encouraging health and well-being in the workplace;
 - (e) Wairuatanga: promoting cultural behavior;
 - (f) Whakahiato Umanga: career development;
 - (g) Whakamana: developing effectiveness;
 - (h) Kotahitanga: building solidarity and unity.

Adverse Events / Pandemic

- 369 In the event of an adverse or major event e.g. a natural disaster, a pandemic, severe weather events or an emergency situation, NZDF in its incident management response, will consider:
- (a) Safety and security of employees;
 - (b) Advice and guidance issued from relevant authorities;
 - (c) Operation of essential services;
 - (d) Security of property, assets and records;

- (e) Continuing business operations (including working from alternative sites or at home), as far as is reasonably practicable;
- (f) Any other relevant information.

370 In the event that NZDF decides that an adverse event requires the temporary closure of a worksite and where employees are available and willing to work but where no work is available or no other alternative working arrangement is practicable, NZDF will determine whether special paid leave will be granted.

371 When conditions make travel to work inadvisable or where a concern for personal safety is raised with the manager, it may be agreed that it is more appropriate for an employee to work from home or at another suitable location. Where this is not possible, alternative options such as annual leave, leave without pay, or paid special leave will be considered and may be granted at NZDF's discretion.

Gender Pay Principles

372 NZDF and they PSA will continue to work together in good faith on NZDF's Gender Pay Gap Action Plan.

373 NZDF and the PSA are committed to the Gender Pay Principles for the public service (www.women.govt.nz/GenderPayPrinciples), in order to ensure the work environment, including remuneration, is free from gender-based inequalities. These are:

- (a) Freedom from bias and discrimination – employment and pay practices are free from the effects of conscious and unconscious bias and assumptions based on gender.
- (b) Transparency and accessibility – employment and pay practices, pay rates and systems are transparent. Information is readily accessible and understandable.
- (c) Relationship between paid and unpaid work – employment and pay practices recognise and account for different patterns of labour force participation by workers who are undertaking unpaid and/or caring work.
- (d) Sustainability – interventions and solutions are collectively developed and agreed, sustainable and enduring.
- (e) Participation and engagement – employees, their unions and agencies work collaboratively to achieve mutually agreed outcomes.

SPECIAL CONDITIONS FOR SHIFT WORK EMPLOYEES

Background

374 These Special Conditions set out the terms and conditions for the categories of employees listed in Appendix 1 to Part B of this agreement. Where there is any conflict between any Special Condition and any other provision elsewhere in this agreement, the Special Condition will prevail.

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- 375 These Special Conditions supersede, replace and render null and void any previous variations entered into by the NZDF and the PSA or its members, in respect to NZDF employees listed in Appendix 1 and employed in positions defined in clauses 378 to 462 below.
- 376 The parties agree that they, (or their nominated representatives), will meet at mutually acceptable intervals to generally discuss the operation of the Special Conditions and/or attempt to mutually resolve any associated problems as and when they arise. In so doing the parties accept that such resolution may not always be possible.

Review

- 377 The parties agree that the Special Conditions within this agreement are reviewable and subject to agreed change where evidence shows there has been enough of an increase or decrease to workplace practices that the terms and conditions agreed to meet the previous levels of workplace practices are no longer fair and reasonable to either the employee or the NZDF.

Coverage

- 378 These Special Conditions shall cover those fixed term or permanent employees of the NZDF who:
- (a) are authorized members of the PSA; and
 - (b) are not parties to Schedule C1 of this agreement; and
 - (c) are in the positions listed in Appendix 1 of this variation; and
 - (d) have been employed by the NZDF to work within a Category listed in this section.



CATEGORIES

CATEGORY 1

- 379 The **HQ NZDF CIS Branch managed rostered and/or on-call IT Operations team** and carry out work as set out in the position description for positions that are deemed by the NZDF to be a “Rostered Shift” position in order to provide 24 hours a day, seven days a week, 365 days a year coverage to NZDF sites; or deemed by the NZDF to be a “Rostered On-call” position in order to provide 24 hours per day, ‘out-of-core-hours’, support to NZDF sites.

Category 1 Specific Terms

Standby and On-Call

- 380 Whilst an employee is employed in a position covered by Category 1, they will be required to be designated as the on-duty first tier responder on a Standby Duty Roster.
- 381 The Standby Duty Roster will include all non-management technical positions up to level IV. All persons on the Standby Duty Roster are on stand-by to cover NZDF support requirements outside of normal working hours or within the 24 hours a day seven days a week operating environment.
- 382 The Standby Duty Roster is to provide an on call service to meet CIS Service Level Agreement (SLA) requirements. This requires the employee to be able to competently undertake duties at all times while being the on duty first tier responder. CIS employees who are rostered on the Master on-call standby roster, will be compensated for when rostered on call as follows:
- (a) to be paid \$50.00 gross per each day on duty as first tier responder. Additional over time will be compensated through time in lieu (TOIL). Where TOIL compensation is outstanding, TOIL is to be utilized in the first instance, before annual leave is drawn upon.
 - (b) When a rostered employee is required to work on a public holiday, they are entitled to be paid the portion of their relevant daily pay that relates to the time they actually worked on the day plus half that amount again, i.e. time and a half or T1.5, in accordance with the provisions of the Holidays Act 2003. Where a rostered employee already receives a superior entitlement in relation to their rostering compensation, the same entitlement will not be replaced by a lesser arrangement.
- 383 First tier response may include providing direction over the phone to facility staff and instruct on actions to be undertaken by them. It may also necessitate the remote access of the facilities specialist servers, applications, and/or data to undertake diagnostic, preventative and/or corrective actions. It may require the employee to go to a designated place of work to undertake these actions or to call someone else to undertake these actions and provide instruction or supervision to them in these actions. Employees will be provided with the necessary tools to undertake these

- remote tasks. Such tools include telecommunications, computing and remote access from the employee's primary residence. A NZDF vehicle will not be provided.
- 384 While the employee is the on-duty first tier responder, they must be at their main place of work within CIS within one hour of being requested to do so. They must also be fit for duties to undertake any remedial work required within the normal employment profile.
- 385 If an employee is the on-duty first tier responder and it becomes evident that the cumulative amount of time to be expended on rectifying faults may exceed three hours, the Head of CIS operations or Head of CIS Operations' delegated Direct Report must first grant approval for such additional hours to be worked.
- 386 With the prior approval of the Head of CIS operations or Head of CIS Operations' delegated Direct Report, the employee may be required to work additional hours over and above their "Rostered/Shifts" or as a result of being on rostered standby. No additional payments will apply as this is included within the CIS Total Remuneration table

Annual Holidays

- 387 In hours, a five week annual holiday entitlement for Comcen Operators shall be deemed to be 210 hours per year. If days are used in the leave system to reflect this entitlement, it must reflect this total number of hours' entitlement.
- 388 Where the annual holidays entitlement is able to be administered in hours, the five weeks annual holidays entitlement will be expressed as 210 hours, and the hours debited (eight or 12 hours) will be in accordance with the normal rostered hours for the day taken as annual leave for each rostered shift taken as leave.

CATEGORY 2

- 389 The **HQ NZDF, Linton and Woodbourne Directorate of Defence Security (DDS) managed rostered security guard force** and carry out work as set out in the position descriptions for positions that are deemed by the NZDF to be "Rostered/Shift" positions in order to provide 24 hours a day, seven days a week, 365 days a year coverage to HQ NZDF sites in the greater Wellington region (note that special terms shall apply to Variable Hours Security Officer roles as detailed in clauses 401 to 405 of these Special Conditions).

Category 2 specific terms

Acting Senior Security Officer Allowance

- 390 Where an experienced Security Officer is required by the Manager Security (or designate) to work their normal shift and act as a Senior Security Officer, then the acting Senior Security Officer shall receive a one off gross lump sum allowance of \$40.00 for that shift. This payment is in addition to their normal daily rate of pay and is taxable and inclusive of employer superannuation contributions.

- 391 Where an experienced Security Officer is required by the Manager Security (or designate) to work their normal shift and act as a Senior Security Officer, and any part of that shift falls on a Public Holiday or on a Rostered Day Off, then the Acting Senior Security Officer shall receive a one off gross lump sum allowance of \$60.00 for that shift. This payment is in addition to their normal daily rate of pay and is taxable and inclusive of employer superannuation contributions.
- 392 Where an experienced Security Officer is required by the Manager Security (or designate) to work as an acting Senior Security Officer on a rostered day off, then the Acting Senior Security Officer shall receive a one off gross lump sum allowance of \$60.00 for that shift. This payment is in addition to the calculation of pay for working on a rostered day off as outlined at clauses 480 to 481.
- 393 For clarity, the payment fully compensates the employee for acting as a Senior Security Officer and no other additional allowance or payment shall be made.

Annual Holidays

- 394 In hours, a five week annual holiday entitlement for Senior Security Officers and Security Officers shall be deemed to be 210 hours a year. If days are used in the leave system to reflect this entitlement, it must reflect this total number of hours' entitlement.
- 395 Where the annual leave entitlement is able to be administered in hours, the five weeks annual holidays entitlement for both Security Officers and Senior Security Officers will be expressed as 210 hours, and either eight or 12 hours will be debited in accordance with the normal rostered hours for the day taken as annual holidays for each rostered shift taken as leave.
- 396 For clarity the varying hours of leave debits that may apply to Security Officers due to the length of the shift/s pertaining to the annual holidays taken, will not be accompanied by any change in the smoothed fortnightly salary payments, which remain the same regardless of the length and number of shifts worked, or taken as paid leave, in any given pay fortnight, excluding overtime.

General Leave

- 397 Sick, bereavement, and alternative holidays (in lieu of public holidays) and public holidays are debited in days. During smoothed salary payment arrangements, such leave credited and taken will be on a day for day basis in accordance with the Holidays Act 2003. Credits and payments for such leave days shall not alter the ordinary fortnightly salary payable, regardless of the length of the shifts affected by such leave taken, or the number of hours worked or would have been worked, when an alternative holiday is earned or taken.
- 398 Where sick leave absence extends beyond four consecutive working days a medical certificate must be provided confirming that the employee was examined by a medical practitioner in whose opinion the employee was unfit for work during the shifts in question, and stating the probable period of any further absence. If the employee

wishes to resume duty prior to the date indicated on the certificate, the employee must produce a further certificate from the same practitioner clearing them to resume work before the employee is permitted to resume duty.

Variable Hours Security Officers

- 399 Variable Hours Security Officers will be required to work as and when required, on an on-call and/or rostered basis, on any of the eight or 12 hour day shifts and 12 hour night shifts, provided that not more than five consecutive shifts will be required in any given cycle, and the rostering manager will give due consideration to the hazards of fatigue around shift start and finish times.
- 400 Variable Hours Security Officers will be paid an hourly rate for all hours worked that is not inconsistent with the hourly rate applying to the salary and roster allowance offered to rostered Security Officers. Variable Hours Security Officers also receive a 25% Salary Loading Payment. Variable Hours Security Officers will be offered a guaranteed average of 84 hours per fortnight either worked and/or payable per fortnight, in accordance with their letter of offer.
- 401 There may be exceptional circumstances where NZDF may be required to cancel the rostered shift of an employee at short notice. Where a shift is required to be cancelled at short notice, the employee will be provided a minimum of 10 hours' notice. Where 10 hours advance notice is not provided to an employee, NZDF will aim to ensure there is no impact to the employees' fortnightly total remuneration within the current fortnightly roster/pay period. If NZDF cannot rectify the situation within that fortnightly pay period, and the employee works above their standard fortnightly hours in a subsequent fortnightly pay period as a result of the shift cancellation, the employee will be paid overtime for any additional hours (above their standard fortnightly hours) worked. Overtime will be paid at the rate of Time and a half (T1.5).
- 402 Should employees make their own arrangement to change rostered shift arrangements, the provisions prescribed above do not apply.
- 403 Shifts offered to on call Variable Hours Security Officers cannot be declined except in terms of clause 400 above or for reasons of legitimate sick leave.

- 404 The following table identifies the on-call methodology for the Variable Hours Security Officers:

Variable Hours Security Officers On-Call Methodology	
No of hours worked per year	2371
Penal content - raw (465.5 hrs/2371)	19.63%
No of days rostered per year	249.6
Less leave per year (25 AL, 5 SL, 7 PH)	37
Total no of days less leave	212.6
	85.18%
Adjusted penal allowance	17%
Plus on call payment	4.56%
Total adjusted penal & on call payment	21.28%
Part B - Roster Allowance	25.00%

- 405 Variable Hours Security Officers will have access to leave entitlements in accordance with the Holidays Act 2003 including:
- observed (non-rostered) public holidays will not be paid, nor will an alternative holiday be credited for non-worked public holidays; and
 - worked public holidays will attract the payment provisions of the Holidays Act 2003 and an alternative holiday will be credited to the Variable Hours employee.
- 406 Annual holiday accruals will be on the basis of five weeks, payable in accordance with the Holidays Act 2003, and any requirements set out in the letter of offer to accommodate variable hours leave administration issues.

CATEGORY 3

- 407 The **HQ NZDF managed rostered security guard force** and carry out work as set out in the position description for positions that are deemed by the NZDF to be "Rostered/Shift" positions in order to provide 24 hours a day, seven days a week, 365 days a year coverage to the wider Devonport Naval Base, DMMG Headquarters, Kauri Point, Papakura and associated NZDF areas.

Category 3 specific terms

Roster Management

- 408 All employees will partake in this Roster, with the exception of three 'day work' positions that are primarily identified for identity card issuing; staff training; management support and administration. These 'day work' positions provide Roster relief as required, in addition to or in place of specified core 'day work' duties.
- 409 Security staff employed in the three 'day work only' positions may be deployed in temporary gaps in the Roster as the need arises; so qualifying for the Roster Allowance, pro-rated. Similarly, security staff deployed in the Roster may be deployed in 'day work only' situations to facilitate training and education within the Security Guard Force. In such case the Roster Allowance will be discontinued for the period of deployment.

Acting Senior Security Officer Allowance

- 410 Where an experienced Security Officer or Security Guard is required by the Security Manager (or designate) to work their normal shift and act as a Senior Security Officer, then the acting Senior Security Officer shall receive a one off gross lump sum allowance of \$40.00 for that shift. This payment is in addition to their normal daily rate of pay and is taxable and inclusive of employer superannuation contributions.
- 411 Where an experienced Security Officer or Security Guard is required by the Security Manager (or designate) to work their normal shift and act as a Senior Security Officer, and any part of that shift falls on a Public Holiday or on a rostered day off, then the Acting Senior Security Officer shall receive a one off gross lump sum allowance of \$60.00 for that shift. This payment is in addition to their normal daily rate of pay and is taxable and inclusive of employer superannuation contributions.
- 412 Where an experienced Security Officer or Security Guard is required by the Security Manager (or designate) to work as an acting Senior Security Officer on a rostered day off, then the Acting Senior Security Officer shall receive a one off gross lump sum allowance of \$60.00 for that shift. This payment is in addition to the calculation of pay for working on a rostered day off as outlined at clauses 480 to 481 and clause 380.
- 413 For clarity, the payment fully compensates the employee for acting as a Senior Security Officer and no other additional allowance or payment shall be made.

Annual Holidays

- 414 In hours, a five week annual holiday entitlement for Senior Security Officers, Security Officers and Security Guards shall be deemed to be 210 hours a year. If days are used in the leave system to reflect this entitlement, it must reflect this total number of hours' entitlement.
- 415 Where the annual leave entitlement is able to be administered in hours, the five weeks annual holidays entitlement for Senior Security Officers, Security Officers and Security Guards will be expressed as 210 hours, and either eight or 12 hours will be debited in

accordance with the normal rostered hours for the day taken as annual holidays for each rostered shift taken as leave.

- 416 For clarity the varying hours of leave debits that may apply to Senior Security Officers, Security Officers and Security Guards due to the length of the shift/s pertaining to the annual holidays taken, will not be accompanied by any change in the smoothed fortnightly salary payments, which remain the same regardless of the length and number of shifts worked, or taken as paid leave, in any given pay fortnight, excluding overtime.

General Leave

- 417 Sick, bereavement, and alternative holidays (in lieu of public holidays) and public holidays are debited in days. During smoothed salary payment arrangements, such leave credited and taken will be on a day for day basis in accordance with the Holidays Act 2003. Credits and payments for such leave days shall not alter the ordinary fortnightly salary payable, regardless of the length of the shifts affected by such leave taken, or the number of hours worked or would have been worked, when an alternative holiday is earned or taken.
- 418 Where sick leave absence extends beyond four consecutive working days a medical certificate must be provided confirming that the employee was examined by a medical practitioner in whose opinion the employee was unfit for work during the shifts in question, and stating the probable period of any further absence. If the employee wishes to resume duty prior to the date indicated on the certificate, the employee must produce a further certificate from the same practitioner clearing them to resume work before the employee is permitted to resume duty.

CATEGORY 4

- 419 The **Trentham and Burnham Camp managed rostered security guard force** and carry out work as set out in the position description for positions that are deemed by the NZDF to be "Rostered/Shift" positions in order to provide 24 hours a day, seven days a week, 365 days a year coverage to the Trentham, and Burnham Defence Areas.

Category 4 specific terms

Roster Management

- 420 For reasons of health, safety and wellbeing, the maximum hourly length of attendance on any specific rostered shift shall as far as practicable be limited to 12 hours, including meal breaks.

CATEGORY 5

- 421 The **National Army Museum (NAM)** and carry out work as set out in the position descriptions for positions within NAM that are deemed by the NZDF to be “Rostered/Shift” positions in order to provide requisite support and service for the NAM to operate seven days a week, year round (with the exception of Christmas day because NZDF NAM employees are not required to work on Christmas day). All NZDF NAM employees are required to work weekends on a rostered basis.

CATEGORY 6

- 422 **NZDF Catering Facilities at Trentham, Linton, Burnham and Devonport; and Bar Facilities at Trentham and Devonport.** These employees carry out work that has been deemed by NZDF to be “Rostered/Shift” positions in order to provide catering and/or bar support services at the aforementioned respective sites; approved exercises and/or field activities. It is noted that there might be supervisor/manager positions within these areas of NZDF operation that ordinarily work standard business hours and not “Rostered/Shifts”. These Special Conditions do not apply in these instances. These Special Conditions are strictly limited to those catering and/or bar support positions that work mentioned above, and as set out in the positions descriptions “Rostered/Shift” work.

CATEGORY 7

- 423 The **Defence Ammunition Depot - Logistics Command (Shared Services) at Kauri Point DADLC (SS) Kauri Point).** The Special Conditions that apply to DADLC (SS) Kauri Point employees are limited to clauses 374 to 378; and 425 to 431 only.

Category 7 specific terms

General

- 424 The following specific terms are for Explosive Ordnance Technicians (EOT).
- 425 EOT may be required to work outside of normal working hours (including holidays and weekends) on explosive related tasks to meet NZDF operational requirements. Personal circumstances will be taken into account on a case by case basis.
- 426 Duty roster: EOT who are qualified, (EOT 1, level 4 and above), will be included on stand-by duty roster to cover NZDF explosive requirements outside of normal working hours.

Salary Loading Payment

- 427 EOTs who are qualified, (EOT 1, level 4 and above), who are included on the stand-by duty roster to cover NZDF explosive requirements outside of normal working hours will receive a salary loading payment of 5.0%. This is to compensate for Public Holidays, the

NZDF close down period and drops in manning levels for a short period of time (six months) it also increases the number of call backs compensated for.

- 428 This salary loading payment is paid fortnightly as a loading additional to base salary, in 26 equal payments a year. It fully compensates the employee for all standby and call-back work associated with being on the stand-by duty roster. The salary loading payment of 5% is based on a one in every five week (seven days a week Monday to Sunday inclusive) standby roster and an average of eight call backs at three hours each, payable at the rate of T1.5.
- 429 The salary loading payment is payable during approved annual leave, sick leave, and bereavement leave, public and alternative holidays provided that the employee returns to the duties that attract the salary loading payment.

Explosive Handling Allowance

- 430 The explosive handling allowance is not applicable to EOT.
- 431 Employees employed at the Kauri Point site (other than EOTs) who are required from time to time to assist with explosives handling duties (except for explosives of Hazard Classification Code 1.4S) such as processing, accounting, lifting, moving, painting, packaging, transportation, disposal, functioning, or transfer, including ship ammunition, are entitled to an Explosives Handling Allowance at a rate of T0.33 on an hourly basis for actual time spent on the above duties.

CATEGORY 10

- 432 The Custodian Communication Security Material at Linton is responsible for carrying out work as set out in the position description that is deemed by the NZDF to be a "Rostered/Shift" position in order to provide 24 hours a day, seven days a week, 365 days a year coverage to Linton.

CATEGORY 11

- 433 REGISTERED Nurses at Waiouru to carry out work deemed by the NZDF to be "Rostered/Shift" positions to provide nursing support services at Waiouru and who are remunerated on the Health Services (Sector F) Remuneration Table. Position descriptions will include the requirement to work outside normal working hours, including holidays and weekends, or in positions in order to provide 24 hours a day, seven days a week, 365 days a year coverage to meet the NZDF's operational needs.

CATEGORY 12

- 434 Drivers at Trentham and who in accordance with the position description and at the request of the manager are required to provide driving and transport services after the completion of eight hours on any one day or after the completion of 40 hours in any one week.



Category 12 specific terms

Overtime

- 435 Drivers at Trentham do not work “Rostered/Shifts” and do not qualify for a roster allowance. However overtime hours worked at the request of the manager will be paid at the rate of time and a half (T1.5) after the completion of eight hours on any one day or after the completion of 40 hours in any one week.

CATEGORY 13

- 436 Watchkeepers at HQ Joint Forces who carry out work as set out in the position description for positions that are deemed by the NZDF to be “Rostered/Shift” positions in order to provide 24 hours a day, seven days a week, 365 days a year coverage at Trentham. Each 24 hour shift comprises a day shift from 7.00 am (0700 hours) to 7.00 pm (1900 hours) and a night shift from 7.00 pm (1900 hours) to 7.00 am (0700 hours). Watchkeepers will work between 12 and up to a maximum of 15 shifts a month, which is reflective of individual rostered shifts plus additional shifts worked to cover other Watchkeeper absences. The calculation of averaged annual shifts is based on a team of five Watchkeepers.

Category 13 specific terms

Paid Meal Breaks

- 437 Watchkeepers at HQ Joint Forces while on shift are to remain on the floor for the duration of their shift. The Roster Allowance incorporates payment for a paid meal break to cover the requirement to remain on the floor at all times during their designated shift.
- 438 Watchkeepers are responsible for the provision of any and all of their own meals during their designated shift.

Salary Loading Payment

- 439 Watchkeepers will receive a salary loading payment of 12%.
- 440 This salary loading payment is paid fortnightly as a loading additional to base salary, in 26 equal payments a year. It fully compensates the employee for all work carried out on the rostered shift and for roster and shift associated conditions. This includes all overtime including shift handover, call back to cover leave, all meal breaks and an unsociable shift pattern.
- 441 The salary loading payment has been calculated to remunerate Watchkeepers for up to a maximum of 2274 hours worked per annum or a maximum of 15 shifts per month plus shift handover.

Annual Holidays

- 442 In hours, a five week annual holiday entitlement for Watchkeepers shall be deemed to be 200 hours a year. If days are used in the leave system to reflect this entitlement, it must reflect this total number of hours' entitlement.
- 443 Where the annual leave entitlement is able to be administered in hours, the five weeks annual holidays entitlement for Watchkeepers will be expressed as 200 hours, and will be debited in accordance with the normal rostered hours for the day taken as annual holidays for each rostered shift taken as leave.
- 444 For clarity the varying hours of leave debits that may apply to Watchkeepers due to the length of the shift/s pertaining to the annual holidays taken, will not be accompanied by any change in the smoothed fortnightly salary payments, which remain the same regardless of the length and number of shifts worked, or taken as paid leave, in any given pay fortnight, excluding overtime.

General Leave

- 445 Sick, bereavement, and alternative holidays (in lieu of public holidays) and public holidays are debited in days. During smoothed salary payment arrangements, such leave credited and taken will be on a day for day basis in accordance with the Holidays Act 2003. Credits and payments for such leave days shall not alter the ordinary fortnightly salary payable, regardless of the length of the shifts affected by such leave taken, or the number of hours worked or would have been worked, when an alternative holiday is earned or taken.
- 446 Where sick leave absence extends beyond four consecutive working days a medical certificate must be provided confirming that the employee was examined by a medical practitioner in whose opinion the employee was unfit for work during the shifts in question, and stating the probable period of any further absence. If the employee wishes to resume duty prior to the date indicated on the certificate, the employee must produce a further certificate from the same practitioner clearing them to resume work before the employee is permitted to resume duty.

CATEGORY 14

- 447 This category covers permanent employees employed as **Watch Officer Lead, Joint Intelligence Fusion Centre (JIFC)** who are authorised to carry out work that has been deemed by the NZDF to be 'rostered/shift' positions in order to provide monitoring and information management services. The position description will include the requirement to work outside of normal working hours, including holidays and weekends, or in roles where coverage is required on a 24 hours a day, seven days a week, 365 days a year basis to meet the NZDF's operational requirements. Rotational shift rosters will be implemented. The shift pattern comprises four x 12 hour shifts (two days, two nights) from 1000 – 2200 hours and 2200 – 1000 hours with five days off.



Category 14 specific terms

Annual Holidays

- 448 In hours, a five week annual holiday entitlement for the **Watch Officer Leads** shall be deemed to be 200 hours a year. If days are used in the leave system to reflect this entitlement, it must reflect this total number of hour's entitlement.
- 449 Where annual leave entitlement is able to be administered in hours, the five weeks annual holidays entitlement for the **Watch Officer Leads** will be expressed as 200 hours, and will be debited in accordance with normal rostered hours of the day taken as annual holidays for each rostered shift taken as leave.
- 450 For clarity, the varying hours of leave debits that may apply to the **Watch Officer Leads** due to the length of the shift/s pertaining to the annual holidays taken, will not be accompanied by any change in the smoothed fortnightly salary payments, which remain the same regardless of the length and number of shifts worked, or taken as paid leave, in any given pay fortnight, excluding overtime.

General Leave

- 451 Sick, bereavement, and alternative holidays (in lieu of public holidays) and public holidays are debited in days. During smoothed salary payment arrangement, such leave credited and taken will be on a day for day basis in accordance with the Holidays Act 2003. Credits and payments for such leave days shall not alter the ordinary fortnightly salary payable, regardless of the length of the shifts affected by such leave taken, or the number of hours worked, when an alternative holiday is earned or taken.
- 452 Where sick leave absence extends beyond four consecutive working days a medical certificate must be provided confirming that the employee was examined by a medical practitioner in whose opinion the employee was unfit for work during the shifts in question, and stating the probable period of any further absence. If the employee wishes to resume duty prior to the date indicated on the certificate, the employee must produce a further certificate from the same practitioner clearing them to resume work before the employee is permitted to resume duty.

CATEGORY 15

- 453 This category covers permanent employees employed as **Situational Awareness Operator, Joint Intelligence Fusion Centre (JIFC)** who are authorised to carry out work that has been deemed by the NZDF to be 'rostered/shift' positions in order to provide monitoring and information management services. The position description will include the requirement to work outside of normal working hours, including holidays and weekends, or in roles where coverage is required on a 24 hours a day, seven days a week, 365 days a year basis to meet the NZDF's operation requirements. Rotational shift rosters will be implemented. The shift pattern comprises four x 12 hour shifts (two days, two nights) from 1000 - 2200 hours and 2200 – 1000 hours with five days off.



Category 15 specific terms

Annual Holidays

- 454 In hours, a five week annual holiday entitlement for the **Situational Awareness Operators** shall be deemed to be 200 hours a year. If days are used in the leave system to reflect this entitlement, it must reflect this total number of hour's entitlement.
- 455 Where annual leave entitlement is able to be administered in hours, the five weeks annual holidays entitlement for the **Situational Awareness Operators** will be expressed as 200 hours, and will be debited in accordance with normal rostered hours of the day taken as annual holidays for each rostered shift taken as leave.
- 456 For clarity, the varying hours of leave debits that may apply to the **Situational Awareness Operators** due to the length of the shift/s pertaining to the annual holidays taken, will not be accompanied by any change in the smoothed fortnightly salary payments, which remain the same regardless of the length and number of shifts worked, or taken as paid leave, in any given pay fortnight, excluding overtime.

General Leave

- 457 Sick, bereavement, and alternative holidays (in lieu of public holidays) and public holidays are debited in days. During smoothed salary payment arrangement, such leave credited and taken will be on a day for day basis in accordance with the Holidays Act 2003. Credits and payments for such leave days shall not alter the ordinary fortnightly salary payable, regardless of the length of the shifts affected by such leave taken, or the number of hours worked, when an alternative holiday is earned or taken.
- 458 Where sick leave absence extends beyond four consecutive working days a medical certificate must be provided confirming that the employee was examined by a medical practitioner in whose opinion the employee was unfit for work during the shifts in question, and stating the probable period of any further absence. If the employee wishes to resume duty prior to the date indicated on the certificate, the employee must produce a further certificate from the same practitioner clearing them to resume work before the employee is permitted to resume duty.

CATEGORY 16

- 459 This category applies to **Geospatial Intelligence New Zealand (GNZ)** staff, in positions graded 17 and below, who are required to perform additional duties to support specific events and operations, defined as a specific higher command directed task (either HQJFNZ or GNZ, Defence Intelligence) which requires personnel to work additional hours and/or weekends. These Special Conditions do not apply to business as usual' tasks or occasional spikes in regular workload. Ordinarily, additional hours worked will be managed via flexi-hours, but where this is not possible, paid overtime shall be available.



460 **Note:** With respect to Grade 18 and above; these are considered to be management positions within GNZ and individuals in these roles are expected to occasionally work additional hours as required to meet operational needs.

Category 16 specific terms

Overtime

461 Overtime will be allocated on a 'task and skills' basis and is only payable in the following circumstances:

- (a) the employee is requested to work additional hours for a specific event i.e. a HQJFNZ or GNZ, Defence Intelligence directed task;
- (b) approval for overtime can only be granted by Director GNZ or General Manager GNZ and must be approved in advance;
- (c) overtime will be paid at the rate of time and a half (T1.5) after the completion of eight hours on any one day or after the completion of 40 hours in any one week;
- (d) if overtime is worked on a rostered day off it is payable at the rate described at clause 461c above. Overtime payment is full compensation for any hours worked on such a day;
- (e) overtime worked on a statutory holiday will be paid in accordance with the Holidays Act 2003; and
- (f) overtime claims will be recordable and auditable.



GENERAL TERMS FOR ROSTERED/SHIFT WORK EMPLOYEES

Requirement to Work on a Shift Roster

- 462 Position descriptions will include the requirement to work outside of standard working hours, including holidays and weekends, or in roles where coverage is required for 24 hours a day, seven days a week, 365 days a year coverage to meet NZDF operational requirements.

Roster Management

- 463 Overall management of the roster will be provided by the NZDF. Changes will occur after consultation.

The Shift Roster

- 464 Rotational shift rosters will be implemented for each of the areas defined as “Rostered/Shift” in clauses 379 - 459. Such rosters may be unique to each category in order to address site and/or need specific requirements.
- 465 For reasons of health, safety and wellbeing, the maximum hourly length of attendance on any specific shift shall as far as practicable be limited to the shift hours defined in the roster.
- 466 No maximum hourly length for any specific shift shall apply in an emergency.
- 467 For genuine, exceptional and/or operational reasons, the roster pattern may be subject to change at short notice. In such cases, the NZDF will consult as much as practicable with the affected employees.
- 468 From time to time the NZDF may (amongst other options) request an employee to come in from their rostered days off to make up the staff numbers on “Rostered/Shift”.
- 469 In recognition of the health and safety requirements associated with operating a roster and the need for “Rostered/Shift” staff to have, and take, quality rostered time off, the manager or other authorised manager will as far as practicable operate a priority contact sequence bearing in mind employees’ personal circumstances including evidence of fatigue and sick leave usage.
- 470 With regard to the completion of attendance records, a working day for those working a rotational shift roster is deemed to be the day on which the shift commences.

Rest and Meal Breaks

- 471 Employees working the roster shall be allowed reasonable rest and meal breaks in the course of a “Rostered/Shift”.

Leave Management

- 472 Annual holidays are provided for the purposes of rest and recreation, and this is particularly important in circumstances where a roster is operated. The manager will therefore closely manage and monitor annual leave in discussion with individual employees to ensure that the taking of annual leave is well planned and programmed.
- 473 For each “Rostered/Shift” day that a “Rostered/Shift” employee takes annual, sick, bereavement, long service or other approved paid leave in terms of the Holidays Act and/or employment agreement, one days’ entitlement will be deducted.
- 474 Annual holidays shall be expressed in hours and debited in days.

Roster Allowance

- 475 Employees holding a “Rostered/Shift” position on the rotational roster will receive a roster allowance for working the roster. This Roster Allowance is paid fortnightly as a loading additional to base salary, in 26 equal payments a year. It fully compensates employees for all work carried out on their “Rostered/Shift”, and for all roster and shift associated conditions.

- 476 The Roster Allowance will be calculated as a percentage (%) of base salary, as follows:

Category 1	30%	NOC Operators, Comcen Operators
Category 2	25%	Senior Security Officers, Security Officers
Category 3	25%	Senior Security Officers, Security Officers, Security Guards
Category 4	20%	Security Officers
Category 5	15%	For NAM employees who shall work on average 13 rostered weekends per year (Christmas day excluded)
Category 6	08%	For catering and bar support employees working in designated “rostered/shift” positions
Category 7	00%	DADLC (SS) Kauri Point. Not “Rostered/Shift”; no Roster Allowance applies (see Specific Terms)
Category 10	10%	Custodian Communication Security Material at Linton
Category 11	06%	Registered Nurses at Waiouru
Category 12	00%	Drivers at Trentham do not work a “Rostered/Shift” therefore no Roster Allowance applies (see Specific terms)
Category 13	12%	Watchkeepers at HQ Joint Forces

Category 14	7.5%	Watch Officer Lead, Joint Intelligence Fusion Centre (JIFC)
Category 15	5.8%	Situational Awareness Operator, JIFC
Category 16	00%	GNZ do not work a 'roster/shift' therefore no Roster Allowance applies (see Specific terms)

- 477 The Roster Allowance will also be payable during approved annual leave, sick leave, bereavement leave, the NZDF paid parental leave, public and alternative holidays, provided that the employee returns to the duties that attract the roster allowance. Payment of the roster allowance is not to be continued for any period of retiring leave, cessation leave, resigning leave, leave without pay, absence without approval, or when undertaking duties that do not involve the employee working "Rostered/Shift" as per the normal rotational roster shift pattern. Where sick leave is for an extended, continuous period of more than 30 calendar days the roster allowance will be paid for up to 30 calendar days.
- 478 Should the hours, cycle and pattern of the roster permanently change; the roster allowance will be reviewed to ensure the percentage loading is appropriate to the changed conditions, the amount of work and the rostered time agreed upon.

Rostered Day Off

- 479 An employee who agrees to work additional hours on a rostered day off will receive an hourly payment made up of their base salary at time and a half (T1.5) plus their roster allowance for each hour worked. This clause will only apply to additional hours worked by Watchkeepers at Headquarters Joint Force New Zealand after completion of 15, 12 hour shifts, in a calendar month.
- 480 An employee who agrees to work additional hours on a rostered day off and any of those hours falls on a public holiday will receive a payment made up of their base salary at times two and a quarter (T2.25) plus roster allowance for each hour worked on the public holiday. For clarity, T2.25 is made up of the ordinary payment for a rostered day off of time one and a half (T1.5) plus half again i.e. T0.75. The employee will also receive a whole day as an alternative holiday regardless of the number of hours worked on the public holiday. This is inclusive of the provisions of the Holidays Act 2003.
- 481 An employee who attends a pre-approved work related training course on a rostered day off will receive an hourly payment made up of their base salary at normal time (T1.0) plus their roster allowance for each hour of course attendance exclusive of travel time.



APPENDIX 1

Category 1

Covers Positions within **CIS Operations** for either “Rostered/Shift” or ‘Rostered On-Call’ positions.

Category 2

HQ NZDF Managed Security positions in the greater Wellington and Linton Region:

Senior Security Officer

Security Officer

Category 3

RNZN Devonport Managed Security positions:

Senior Security Officer

Security Officer

Security Guard

Category 4

Trentham and Burnham Camp Managed Security positions:

Security Officer

Category 5

WAIOURU Army Museum positions:

All NZDF employees employed at the National Army Museum

Category 6

NZDF Catering and Bar positions deemed to be ‘Rostered/Shift’ positions, as per below:

All NZDF employees employed in NZDF Catering Facilities at Trentham, Linton, Burnham and Devonport; and Bar Facilities at Trentham and Devonport.

Category 7

DADLC (SS) Kauri Point positions:

All NZDF employees employed at the Defence Ammunition Depot - Logistics Command (Shared Services) at Kauri Point.

Category 10

The Custodian Communication Security Material at Linton.

Category 11

Waiouru Registered Nurse positions:

Registered Nurse employees

Category 12

Trentham Camp Driver positions:

Drivers



Category 13

HQ Joint Forces Watchkeeper positions:

Watchkeepers

Category 14

Joint Intelligence Fusion Centre

Watch Officer Lead

Category 15

Joint Intelligence Fusion Centre

Situational Awareness Operator

Category 16

Geospatial Intelligence NZ

All NZDF employees in positions graded 17 and below



APPENDIX 2

Medical and Dental Care information for PSA members

Defence Health provides RF members with healthcare to **meet operational outputs**. This includes:

- Primary healthcare, including oral health
- Trauma and emergency management
- Occupational health monitoring and advice

NZDF civilian personnel **deployed on NZDF operational duties** may access the same health treatment as RF personnel for the duration of the activity.

Refer to: Defence Health Instruction – Access to Healthcare – Policy Number 018/16 – This Health Instruction is to specify who is entitled to the provision of healthcare from Defence Health personnel and when this applies.

4.1 NZDF Civilian personnel can access Defence Health services in the event of a health emergency. Once the emergency treatment has been completed, any subsequent treatment is to be provided by civilian providers. All associated costs are the responsibility of the individual.

The NZDF is not mandated nor resourced to provide free medical and dental care for civilian members.

Tekapo

Note: That there is no NZDF medical facility in Tekapo. If the NZDF deploys a civilian in the field to Tekapo, they would typically be deployed with a unit and would have the basic care provided for the unit and all other medical arrangements would follow. Dependent on what has occurred, they could be attended to in field, or medevac'd out to appropriate facilities.

Waiouru Training Area.

Note: In accordance with DFO 18, any NZDF civilian personnel within camp/WMTF have access to NZDF health care services in the event of an accident or medical emergency. Individuals that present to the DHC Waiouru will be in the event of such an emergency, triaged, assessed and appropriate medical treatment provided, based on the clinical assessment of the Medical Officer examining the patient. (Note RNZAMC Medics cannot treat civilian patients other than for immediate first aid). Once any emergency treatment is completed, any further and subsequent treatments are to be provided by civilian providers and costs absorbed by the individual. Any organised activity involving NZDF civilian employees participating in organised training activities in the Waiouru Training Area should report to and arrange rearward communications through Waiouru Range Control so that in the event of an accident or medical emergency in the Waiouru Training Area, immediate medical assistance can be requested through Waiouru Range Control.

PSA



New Zealand
**DEFENCE
FORCE**
Te Ope Kātua O Aotearoa

SIGNATURES

Agreed this 17 day of December 2020

KEVIN SHORT
Air Marshal
CHIEF OF DEFENCE FORCE

BASIL PRESTIDGE
Assistant National Secretary
NEW ZEALAND PUBLIC SERVICE
ASSOCIATION (INC)

2021

Collective Employment Agreement

Between

Chief of Defence Force
and
National Union of Public Employees



New Zealand
**DEFENCE
FORCE**
Te Ope Kātua O Aotearoa



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Part A

SECTION 1 - INTRODUCTION

1.1 Parties to the agreement

1.1.1 The parties to this Collective Employment Agreement (“agreement”) are the Chief of NZ Defence Force (“CDF”, “employer”) as the employing authority for the New Zealand Defence Force (“Defence Force”, NZDF”) and the National Union of Public Employees (Inc) (“NUPE”).

1.2 Coverage of agreement

1.2.1 The agreement shall cover permanent and fixed term employees of the NZDF who are authorised members of NUPE and are employed to work within New Zealand.

1.2.2 Part A and Part B shall cover those employed on a:

- (a) Hay grade 18 or lower,
- (b) IPE grade 54 or lower; or,
- (c) Strategic Pay grade 20 or lower

1.2.3 Part A and Part C shall cover those employed on a Strategic Pay Grade 20 or lower.

1.2.4 Part B shall not cover those employees who are listed in Schedule 1 of Part C of this agreement (Employee names removed for privacy reasons in 2015).

1.2.5 This agreement shall not cover

- (a) Casual employees of the NZDF
- (b) Persons employed on a
 - (i) Hay grade 19 or higher;
 - (ii) IPE grade 55 or higher; or
 - (iii) Strategic Pay grade 21 or higher
- (c) Persons employed in positions designated by the CDF as management positions covered by an Individual Employment Agreement. Generally NZDF would expect this to be management positions of Grade 21 or higher. However, where there are management positions at a lower level where coverage may result in a conflict of interest or impact to operational output, the NZDF reserves the right to designate such positions as management positions outside of the collective. Such positions will be approved on a case by case basis Manager Employee Relations (ER) in consultation with the NUPE for positions below Grade 21.
- (d) Persons employed as Human Resources Advisors.

1.3 Term

1.3.1 This agreement will commence on 11 February 2021 and shall expire on 11 February 2023.

1.4 Variation

1.4.1 Unless this agreement allows otherwise, this agreement may only be changed where both parties agree in writing.

1.5 Complete and full agreement

1.5.1 This agreement, together with the Letter of Offer, represents a full record of the terms and conditions of the employees' employment.

1.5.2 Any previous written or oral agreement, understanding or undertaking, or past custom or practice between the members and the NZDF is superseded by this agreement and the Letter of Offer.

1.5.3 If a party finds a material inconsistency or error in the Collective Agreement or Letter of Offer, that party shall notify the others of such inconsistency, ambiguity or error as soon as reasonably possible. The overriding principle is the commitment by NZDF to comply with the provisions of the Employment Relations Act.

SECTION 2 - Union Facilitation

2.1 Preamble

2.1.1 The NZDF and NUPE are committed to continuing an effective relationship. The NZDF recognises the right of employees to select the NUPE as their representative. NUPE recognises the right of CDF to manage the NZDF in accordance with his/her statutory responsibilities. This includes the issue and amendment by CDF of policies to fulfil his statutory responsibilities in respect of civilian employees.

2.2 Right of Entry

2.2.1 Entry to the workplace by NUPE representatives will be determined by the provisions of the Employment Relations Act 2000. The NUPE representatives accessing any NZDF workplace will follow all NZDF workplace security, communication and health and safety protocols and rules.

2.3 NUPE Delegates

2.3.1 The NZDF and NUPE recognise the value of having good delegates elected and supported in the workplace.

2.3.2 In accordance with the provisions of the Employment Relations Act 2000, NUPE delegates shall be entitled to adequate time each year for the purpose of

- (a) recruitment, and meeting new and potential members in the workplace,
- (b) meeting with members, other delegates and NUPE officials, and attending regional and national NUPE and union forums, and
- (c) attending training including attending NUPE delegate training each year.

2.3.3 Subject to manager's approval, paid time may be given to delegates to carry out the functions listed above. Delegates also have access to paid leave for training/development purposes available under the Employment Relations Act 2000.

2.4 Delegate use of NZDF facilities

2.4.1 Union delegates shall have reasonable access to NZDF facilities to carry out their functions effectively such as emails, fixed and electronic notice-boards, photocopier, and suitable meeting space, and other opportunities to enhance NUPE presence such as specific time allocated at new staff orientation. NZDF rules and policies are to be applied in delegate use of NZDF facilities for union purposes. The NZDF reserves the right to withdraw delegate access to such facilities for union purposes where it has reasonable cause to believe NZDF rules and policies have been breached or the delegate use of NZDF facilities has been unreasonable.

2.5 Paid meetings

2.5.1 Paid meetings will be provided to members in accordance with the provisions of the Employment Relations Act 2000. The NZDF will consider on a case by case basis requests for paid meetings, in addition to those provided under the statutory minimum requirements.

2.6 Deduction of fees

- 2.6.1 The NZDF shall deduct NUPE fees with the consent of the NUPE member from their salary or wages and shall remit the same to NUPE along with a schedule of names of contributing members. The NZDF shall also advise NUPE of the names of those members on parental leave or leave without pay.
- 2.6.2 It is the responsibility of members to advise NUPE and NZDF if they have ceased deductions.
- 2.6.3 The frequency of remit and information shall be by agreement between the parties, but shall not be greater than monthly.

SECTION 3 – Employment relationship problems

3.1 Personal grievances and disputes

3.1.1 The NZDF, NUPE and NUPE members agree to aim to address and resolve any issues or differences which may arise between the parties to this employment relationship quickly at the lowest level possible and in a professional manner through direct discussion in the first instance.

3.2 Problem resolution definition

3.2.1 An employment relationship problem includes

- (a) any dispute about the interpretation, application or operation of this agreement
- (b) any situation or event where an employee believes they have been unfairly treated or unjustifiably dismissed or have suffered from some other form of personal grievance and/or
- (c) any other material issue relating to or arising out of the employment relationship.

3.2.2 An employment relationship problem does not include any situation or event relating to the fixing of new terms and conditions of employment.

3.3 Informal problem resolution procedure

3.3.1 The NZDF, NUPE and NUPE members agree to try to resolve any employment related problem expeditiously and as close to the point of occurrence as possible.

3.3.2 An employment relationship problem should be raised and discussed with the NZDF as soon as possible in the first instance. Should the matter be referred to the NZDF and remain unresolved, either the employee, NUPE or the NZDF may start the problem resolution procedure.

3.3.3 If any informal dispute resolution process that the NZDF, NUPE or employees may agree upon is used, it will not replace employees' right to also use the problem resolution procedures as outlined in the Employment Relations Act 2000 and its amendments.

3.4 Problem resolution procedure

3.4.1 Where there is an employment relationship problem the NZDF, NUPE or the employee can contact the Mediation Service of the Ministry of Business Innovation and Employment. The Mediation Service provides

- (a) Information about employment rights and obligations
- (b) Information about services and/or
- (c) Assistance with resolving employment relationship problems. This can include meetings and discussion with employees and employers and attending the workplace.

- 3.4.2 The Mediation Service can be contacted through the Ministry of Business Innovation and Employment on 0800209020. If mediation is not successful either party can apply to the Employment Relations Authority to have the matter resolved.
- 3.4.3 The Labour Inspectorate can be contacted through the Ministry of Business Innovation and Employment to make determinations pursuant to the Holidays Act 2003 and to recover any wages, holiday pay or any other money payable by the NZDF under the Minimum Wage Act 1983 or the Holidays Act 2003.

3.5 Time limit

- 3.5.1 Where the NUPE or the employee believes an employment relationship problem giving rise to a personal grievance has arisen, they must raise this with the employee's manager, preferably in writing, within 90 days of the problem occurring or within 90 days of them becoming aware of the problem.

Part B

SECTION 1 - GENERAL

1.1 Coverage

1.1.1 Nothing in Part B of this agreement applies to any person listed in Schedule 1 of Part C of this agreement.

1.2 Position

1.2.1 The employee's Position Description sets out their role and the competencies necessary for its effective performance. However their position will evolve with the changing needs of the NZDF. Employees agree to be flexible in their work duties. Managers may make fair and reasonable changes to employees' Position Descriptions after consulting with them.

1.2.2 Employees are expected to perform all tasks, activities and processes relevant to achieving the NZDF's needs and those that are within their capability whether they are defined or referred to in their Position Description or not. Employees agree to use their best endeavours and due diligence to perform these tasks, activities and processes professionally and competently to a high standard.

1.3 Management

1.3.1 The employee's manager has the authority concerning their employment and the employee agrees to comply with all reasonable and lawful directions given by their manager or anyone else acting with the delegated authority of CDF.

1.4 Individual employment agreement coverage

1.4.1 In the event the employee becomes bound by the provisions of any NZDF Individual Employment Agreement (IEA) that covers the work undertaken by them or by a different CEA, the employee will not retain any of the terms and conditions set out in this agreement or the Letter of Offer except those specifically agreed to in writing at the time the employee enters into the new agreement or becomes bound by a different CEA or IEA.

1.4.2 Any beneficial provisions gained under this agreement or the Letter of Offer will cease. For clarity this may mean that the employee's remuneration and the components making up the employee's remuneration could alter including decreasing any one, or more than one, or all of the components of the employee's remuneration.

1.5 Remuneration policy

- 1.5.1 The NZDF's remuneration policy is to recognise the nature of the employee's position and the requirement it places on their time, skill and commitment through an annual total remuneration package made up of salary, optional benefits (such as superannuation) and, in certain circumstances, payment of allowances.
- 1.5.2 The objective of this policy is to establish and maintain a fair and competitive total remuneration package that will attract and retain quality employees who make a productive contribution to the NZDF's goals. The delivery of this policy is subject to financial constraints, affordability and prudent expenditure of public money. The Total Remuneration is the salary or wages for a position, and is inclusive of NZDF's 4% employer superannuation contribution, or the compulsory employer contribution rate under the KiwiSaver Act 2008, whichever is the greater, where the employee is a member of such a KiwiSaver Scheme as defined in the Financial Markets Conduct Act 2008 ("relevant employer superannuation contributions").
- 1.5.3 The Total Remuneration Tables for employees covered by Part B of this agreement are set out at clause 1.10 of this agreement, and are the salary or wages for a position and relevant employer superannuation contributions.

1.6 Total remuneration

- 1.6.1 The employee's total remuneration is full compensation for the work required, and the work the employee undertakes, in their position.

1.7 Remuneration review

- 1.7.1 The employee's manager will review the employee's remuneration at least annually in conjunction with a quantitative and qualitative performance review to ensure that the employee's remuneration reflects the value of their contribution, their performance, and the requirements of their position. The employee should have no expectation of an increase to their remuneration following any such review. Any review will be subject to financial constraints, affordability and prudent expenditure of public money.

1.8 Remuneration payment

- 1.8.1 After all deductions have been made, the employee's remuneration will be paid in arrears proportionately each fortnight into their nominated bank account by direct credit.

1.9 Deductions

- 1.9.1 The Wages Protection Act 1993 prevents unlawful deduction from wages. The parties agree the NZDF is entitled to make a deduction from the employee's total remuneration:
- (a) For taxation and any other legislative or contractual requirement
 - (b) For any employee and or employer contribution to an NZDF approved superannuation scheme that the employee may have joined
 - (c) For any balance of leave taken in advance

- (d) Where the employee has wrongfully retained property (at replacement value)
- (e) Where the employee has received a payment they were not entitled to
- (f) Where the employee has been overpaid
- (g) For any unauthorised absences and periods of unpaid leave
- (h) Where for any reason the employee owes the NZDF money.

1.9.2 The parties agree the NZDF is entitled to make a deduction from the employee's final pay and any outstanding annual holiday pay

- (a) prior to proceeding on leave without pay
- (b) for the balance of any notice period where insufficient notice of resignation has been given.

1.9.3 The employee authorises deductions to be made pursuant to the Wages Protection Act 1983. Where the employee's employment is not coming to an end, the NZDF may, after considering their financial circumstances, agree to deductions being made over a period of time.

1.10 NZDF / NUPE Total Remuneration Tables

1.10.1 The Total Remuneration Tables that apply to Part B Members are below. The Total Remuneration Tables are the salary or wages for a position and relevant employer superannuation contributions:

NUPE CEA (Part B) Total Remuneration Table

*This table applies to the following employment agreements: NUPE CEA Part B

Grade	Pay Step / Percentage of Midpoint										High Performance Zone, business case required		Grade
	01	02	03	04	05	06	07	08	09	10	11		
	85.00%	87.50%	90.00%	92.50%	95.00%	97.50%	100.00%	102.50%	105.00%	107.50%	110.00%		
00				49,055	49,932	51,219	52,505	53,792	55,079	56,365	57,652	00	
10	49,055	49,718	51,109	52,499	53,890	55,281	56,672	58,062	59,453	60,844	62,235	10	
11	51,515	52,999	54,484	55,968	57,453	58,937	60,422	61,906	63,391	64,876	66,360	11	
12	54,950	56,535	58,121	59,707	61,292	62,878	64,463	66,049	67,635	69,220	70,806	12	
13	59,023	60,729	62,434	64,140	65,845	67,550	69,256	70,961	72,666	74,372	76,077	13	
14	63,912	65,761	67,610	69,459	71,309	72,898	74,747	76,596	78,445	80,294	82,143	14	
15	68,687	70,677	72,406	74,396	76,386	78,375	80,364	82,354	84,343	86,333	88,322	15	
16	74,422	76,588	78,753	80,940	83,128	85,316	87,503	89,691	91,879	94,066	96,254	16	
17	80,823	83,201	85,577	87,955	90,332	92,709	95,086	97,464	99,841	102,218	104,595	17	
18	87,171	89,735	92,299	94,863	97,427	99,991	102,554	104,078	106,616	109,155	111,693	18	
19	94,683	97,468	100,253	103,037	104,774	107,532	110,289	113,046	115,803	118,561	121,318	19	
20	101,115	104,089	106,003	108,947	111,892	114,837	117,781	120,726	123,670	126,615	129,559	20	

1.10.2 The following remuneration table is effective from 5 January 2022:

NUPE CEA (Part B) Total Remuneration Table

*This table applies to the following employment agreements: NUPE CEA Part B

High Performance
Zone, business
case required

Grade	Pay Step / Percentage of Midpoint											Grade
	01	02	03	04	05	06	07	08	09	10	11	
	85.00%	87.50%	90.00%	92.50%	95.00%	97.50%	100.00%	102.50%	105.00%	107.50%	110.00%	
00				50,303	51,180	52,467	53,545	54,832	56,119	57,405	58,692	00
10	50,303	50,966	52,357	53,539	54,930	56,321	57,712	59,102	60,493	61,884	63,275	10
11	52,763	54,039	55,524	57,008	58,493	59,977	61,462	62,946	64,431	65,916	67,400	11
12	55,990	57,575	59,161	60,747	62,332	63,918	65,503	67,089	68,675	70,260	71,846	12
13	60,063	61,769	63,474	65,180	66,885	68,590	70,296	71,741	73,186	74,892	76,597	13
14	64,952	66,801	68,650	70,499	72,089	73,678	75,527	77,376	79,229	81,112	83,000	14
15	69,727	71,717	73,186	75,176	77,166	79,159	81,185	83,215	85,244	87,274	89,302	15
16	75,202	77,368	79,541	81,749	83,959	86,169	88,378	90,588	92,798	95,007	97,217	16
17	81,631	84,033	86,433	88,835	91,235	93,636	96,037	98,439	100,839	103,240	104,595	17
18	88,043	90,632	93,222	95,812	98,401	100,991	103,580	104,078	106,616	109,155	111,693	18
19	95,630	98,443	101,256	104,067	104,774	107,532	110,289	113,046	115,803	118,561	121,318	19
20	102,126	104,089	106,003	108,947	111,892	114,837	117,781	120,726	123,670	126,615	129,559	20

SECTION 2 – BENEFITS and HOURS OF WORK

2.1 Superannuation

2.1.1 The NZDF encourages employees to make adequate plans for their retirement. To facilitate this, employees may elect to become or remain a member of a NZDF Superannuation Scheme (“scheme”). The scheme is administered in accordance with legislation and/or instructions from the scheme administrators and/or relevant Trust Deeds. If this optional benefit is elected, the level of benefit selected by the employee will determine the cost of the employee’s superannuation contribution that will be deducted from the employee’s salary after tax. The administration of this benefit will be met by the NZDF.

Note: The NZDF Contribution forms part of the employees’ total remuneration. Superannuation contributions are calculated as part of an employee’s salary, not as a percentage of an employee’s total remuneration or on any other component.

2.1.2 Total remuneration includes the NZDF superannuation contribution. This component is only available to an employee while they are making a contribution to a recognised superannuation scheme.

2.1.3 If an employee is not a member or is not making a contribution to a NZDF recognised scheme the NZDF contribution is withheld. The employee may gain access to the value of this component at any time from the date they become a member of a NZDF recognised superannuation scheme or resume making full contributions.

Note: While the employee is not making superannuation contributions the NZDF superannuation contribution component is not available to be taken as salary, paid in cash, as an in-lieu allowance, or in any form of compensation.

2.1.4 If an employee is not eligible to join or remain a member of a NZDF recognised scheme, or where the scheme rules preclude the NZDF from making an employer superannuation contribution Then the NZDF superannuation component is not to be withheld and is to be paid as salary.

2.1.5 If the employee is contributing to a NZDF recognised superannuation scheme, where the NZDF employer superannuation contribution is less than the NZDF superannuation contribution component, the percentage difference is not to be withheld and is to be paid as salary. This is effective from 1 July 2013.

Note: The NZDF Contribution forms part of the employees’ total remuneration. Superannuation contributions are calculated as a percentage of the employee’s salary, not as a percentage of the employee’s total remuneration or any other component.

2.2 Death and income protection insurance

2.2.1 If the employee is not a contributing member to the DFSS Cat B or Cat C, the NZDF has an arrangement with an insurance provider and has enrolled the employee in a Group Death and Income Protection insurance scheme in the unlikely event that they suffer death or a long term injury or illness. The employee may elect to retain or take up death and income continuance insurance cover available as a benefit through a NZDF selected agency.

- 2.2.2 If this optional benefit is elected, the level of benefit selected from the range specified by the NZDF will determine the cost of the death and income protection insurance cover which will be met by the employee and deducted from their salary after tax on a fortnightly basis. The administration of this benefit and any Fringe Benefit Tax will be met by the NZDF.

Availability of this option is subject to the insurance provider accepting coverage of the employee. Further Information can be found at the following link:

Member Insurance Benefits Programme

2.3 Review of benefits

2.3.1 Where:

- (a) the cost of the provision of a benefit is increased by the agency or provider of the benefit, or
- (b) the cost to the NZDF of providing a benefit increases, or
- (c) there is a change to the NZDF policy concerning whether or not to continue to provide any benefit,
- (d) the NZDF may, following consultation and reasonable notice to the employee, alter or withdraw the provision of any benefit or change the agency or provider of the benefit.

- 2.3.2 Where a material alteration or change is required the employee may either agree to the changes or have the benefit converted into salary. Where the NZDF withdraws the provision of a benefit, the NZDF will make up the difference between the value of the employee's salary and remaining benefits and their remuneration, in salary.

2.4 Hours of work

- 2.4.1 Employees will work on average forty (40) hours per week. The standard working day is eight (8) hours inclusive of morning and afternoon breaks but exclusive of the lunch break. The standard working week is forty (40) hours.

- 2.4.2 Standard business hours are between 07:00am and 07:00pm, Monday to Friday.

- 2.4.3 Employees are required to work such hours and days as are reasonably necessary to achieve the performance expectations established in their Position Description, and their Performance and Development Plan, those directed by their manager and those required to generally meet operational needs.

2.5 Flexible working hours

- 2.5.1 Employees hold a responsible position in the NZDF and will act with flexibility and adaptability to work commitments. An employee's actual hours of work will be determined by their manager. Where employed in a position involving standard hours, employees will be granted the opportunity of working flexible working hours wherever practicable. The approval of flexible working arrangements for specified periods is encouraged, these arrangements are not a right, and must not compromise NZDF operational effectiveness, security, or disadvantage others.

- 2.5.2 In considering the applicability of such arrangements, the employee's manager will include the need to achieve, effectively and efficiently, the tasks and objectives set by the manager, as well as the employee's needs.

2.6 Flexible working arrangements and Overtime

- 2.6.1 Unless there are exceptional circumstances (see clause 2.6.3), overtime will not be paid. Time off in lieu (TOIL) will not be granted.
- 2.6.2 The employee's total remuneration is full compensation for all work required and includes salary, superannuation and other remunerative allowances. Therefore, as a general principle overtime and TOIL is not payable. Where an employee requests a variation of their working arrangements, in assessing such a request, NZDF will comply with the provisions of Part 6AA of the Employment Relations Act 2000 with regards the duties of the employer. The NZDF expects employees and managers to manage any ordinary additional hours that are worked from time to time within the flexible work arrangements provided so that an employee is on average 40 hours per week.

Example: to meet a work output that required the employee to work forty four (44) hours in one (1) week, the NZDF would expect the employee to work thirty six (36) hours - preferably in the following week. Generally, the NZDF expects Managers to ensure that this shorter week would be undertaken within a four (4) week period.

Exceptional circumstances

- 2.6.3 The NZDF acknowledges that there will be exceptional circumstances where significant additional hours are required which cannot reasonably be managed within flexible work arrangements alone. In such instances overtime may be payable. This would be limited to exceptional circumstances and would require an approved variation in accordance with civil staff delegations.
- 2.6.4 Any approved overtime will be at a flat rate of time and a half (T1.5) for all approved overtime hours worked.

SECTION 3 – REIMBURSEMENT OF EXPENSES

3.1 Expenses

- 3.1.1 With the prior approval of their manager, employees will be reimbursed upon production of relevant receipts for actual and reasonable expenses incurred by them in the proper performance of their duties. Any such expenditure must recognise the standards and expectations appropriate to the employee's position and the NZDF. Inappropriate or unauthorised expenditure or incorrect claiming of expenses may be regarded as serious misconduct and may result in the employee's dismissal.
- 3.1.2 When an employee is undertaking NZDF business that requires them to be away from their home outside of their normal working patterns, their manager may approve the reimbursement of actual and reasonable expenses incurred by the employee in caring for dependents where the situation is such that they cannot make alternative arrangements. Approval is at the sole discretion of the employee's manager and will require prior written approval.
- 3.1.3 Where employees are required to travel to another location on NZDF business, the most cost effective form of travel overall is to be used. With the prior approval of their manager, employees are entitled to be reimbursed for all actual and reasonable costs up to the maximum amounts prescribed.
- 3.1.4 These maximum amounts as well as any standard reimbursing allowances will be paid according to published rates that may be altered or amended from time to time at NZDF's sole discretion.
- 3.1.5 Employees will need to produce receipts to validate any claim.

3.2 Use of motor vehicles

- 3.2.1 NZDF provided vehicles should be used where available. If they are not available, the most cost effective form of motor vehicle transportation overall is to be used. If this is the employee's private motor vehicle, and the employee agrees to it being used for NZDF business, with the prior written approval of the employee's manager, they will be reimbursed motor vehicle allowance in accordance with NZDF policies.
- 3.2.2 Where an employee wishes to use their private vehicle for their own convenience, motor vehicle allowance will not be paid, and the payment of equivalent surface fare may be approved with the prior written approval of the employee's manager.
- 3.2.3 Standard reimbursing allowances will be paid according to published rates that may be altered or amended from time to time at the NZDF's sole discretion.
- 3.2.4 The employee will be personally responsible for any penalties arising from any infringement notices received while they are driving or using a NZDF, or any other, vehicle (e.g. for parking and speeding offences).

SECTION 4 – LEAVE

4.1 Leave

- 4.1.1 Wherever practical, employees should apply for all leave in writing in advance. The employee's manager may grant the employee's leave request after taking into account the NZDF's operational requirements, the circumstances of the request, and the employee's need for rest, recreation and/or recuperation.
- 4.1.2 If the employee is unable to return to work from leave by the agreed date, they must advise their manager as soon as practicable of the circumstances concerning their delayed return to work and the probable time of their return.

4.2 Annual holidays

- 4.2.1 Employees are entitled to five weeks paid annual holidays each year. Employees annual holidays will accrue on a pro rata basis and will be made available for them to take as agreed by the NZDF to meet operational needs. While the taking of annual leave is granted at the sole discretion of employees' managers, it will not be unreasonably withheld.
- 4.2.2 A regular break from work is both good organisational and personal practice. Employees should take their annual holidays within 12 months of them becoming entitled to it, but the NZDF may agree in writing to holidays being taken at a later date.

4.3 Annual holidays and leave management

- 4.3.1 Unless employees have a previously written annual holiday management plan with the NZDF, they agree to manage their annual holidays to ensure their annual holidays balance does not exceed 25 days in the current leave year.
- 4.3.2 Where an employee has an annual holidays leave balance greater than 25 days and the manager has made reasonable requests for the employee to get their annual holidays leave balance to 25 days or less, then with written notice to the employee of at least two weeks, an employee may be required to take annual holidays at a time convenient to the NZDF.

4.4 Annual holidays

- 4.4.1 Annual holiday payment and holiday pay adjustments will be calculated in accordance with the Holidays Act 2003. Employees agree that their annual holiday payments will be made as part of the normal pay run that relates to the period during which they take their annual holiday.

4.5 Annual closedown

- 4.5.1 It is the NZDF's practice that most facilities are closed over the Christmas/New Year period. The NZDF will determine which facilities will close and the duration of the closure each year. When such a closure occurs and the closure affects an employee's position, they will be required to take annual leave on the days which are not public holidays and which fall within this period.
- 4.5.2 If employees do not have enough accrued annual leave for the duration of the closure, they will be required to take anticipated annual leave up to half of their next year's annual leave entitlement. If they do not have enough anticipated annual leave for the duration of the closure, they will be required to take unpaid annual leave.
- 4.5.3 The NZDF will give the employee at least two weeks' notice of any such closedown period.

4.6 Sick leave

- 4.6.1 Employees' annual entitlement to paid sick leave is 10 days each year. The NZDF allows employees to accumulate any unused paid sick leave up to a maximum of 90 days. The NZDF waives the requirement that employees must have six months continuous service before becoming eligible for paid sick leave.
- 4.6.2 The NZDF accepts that from time to time employees may need to be absent from work because they, their partner or someone close or dependent on them is sick or injured. In such circumstances, employees are able to use their sick leave entitlement. The employee should advise their manager as soon as practicable of their actual or intended absence. The employee's manager will determine the length of any paid sick leave but will not be less than the employee's paid sick leave entitlement as provided in the Holidays Act 2003.

4.7 Sick leave management

- 4.7.1 Sick leave is administered in accordance with the provisions of the Holidays Act 2003.
- 4.7.2 Where the illness or injury that gave rise to the employee's leave is, or was, for a period of three consecutive days and/or
- the NZDF believes the employee's illness or injury is not genuine; or
 - the employee has been absent from work due to injury or illness for more than five days in any 12 month period,
 - the employee may be required at their expense to provide evidence, such as a medical certificate, to support any absence.
- 4.7.3 No payment will be made for any accumulated unused paid sick leave on termination of employees' employment for any reason.

4.8 Work related accident leave

- 4.8.1 Work related accident leave is granted pursuant to the Accident Compensation Act 2001. Employees (or their primary next of kin, or other family or personal representative acting for them) are required to inform their manager where a work-related injury will result in incapacity for some or all of their normal work duties. Employees are also required to provide their manager with a medical certificate certifying their incapacity.
- 4.8.2 During work-related accident leave, the NZDF will pay the employee's weekly compensation entitlements on behalf of ACC in the employee's normal pay cycle. The NZDF will top up the payments received from ACC so that the employee receives their normal salary. Work-related accident leave does not affect employees' sick-leave balance.
- 4.8.3 If employees are temporarily unable to perform their normal work duties, they may be required to perform other duties which are within their capabilities for the duration of their incapacity.

4.9 Non work related accident leave

- 4.9.1 Non work related accident leave is granted pursuant to the Accident Compensation Act 2001. Employees are required to inform the NZDF if they are unable to undertake some or all of their normal work duties as a result of a non-work-related accident. Employees must provide the NZDF with a medical certificate certifying their incapacity.
- 4.9.2 During non-work-related accident leave, the NZDF will pay employees' weekly compensation entitlements on behalf of ACC in their normal pay cycle. The NZDF will top up those payments so that the employee receives their normal salary through use of their sick leave entitlement. Employees shall use sick leave for the first week of incapacity to make up the difference between their normal salary and the weekly compensation entitlement received from ACC in subsequent weeks of incapacity. Where incapacity extends beyond the first week, sick leave deduction will be one day of sick leave for every five days of incapacity. Employees may seek to use other leave entitlements where their sick leave is exhausted. Where there is no other leave entitlement available, leave without pay will need to be taken for the fifth day in each week.

4.10 Participation in a rehabilitation programme

- 4.10.1 The NZDF may require the employee to participate in a work based rehabilitation programme if they suffer an incapacity that affects their ability to work or affects their performance at work.

4.11 Requirement to undergo a medical examination

4.11.1 The NZDF shall have the right to require the employee to visit and undergo a medical assessment for the NZDF and for the assessment report to be provided to the NZDF by a registered medical practitioner nominated and paid for by the NZDF, at any time, where such medical assessment is considered appropriate by the NZDF to assist the NZDF in making a decision on:

- (a) whether it is appropriate for the employee to continue working because of concerns about their health
- (b) whether it would be appropriate for the employee to return to work, in a situation where they are on leave because of illness or injury or some other cause such as alcohol or drug dependency
- (c) whether the employee is capable of the proper performance of their duties under this agreement.

4.11.2 Such an assessment may also be necessary on the employee's return to work following a period of sick leave or accident leave.

4.12 Parental leave

4.12.1 NZDF employees who are the primary carer or partner of a primary carer, and have worked for at least an average of 10 hours per week as a member of the NZDF in the six or 12 months immediately preceding the expected date of delivery or primary carer date are entitled to parental leave. The provisions of the Parental Leave and Employment Protection Act 1987 and Parental Leave and Employment Protection Amendment Act 2016 will apply. In addition, the employee's manager may agree to other leave or other mutually beneficial form of support (See link below):

[NZDF PARENTAL LEAVE PROVISIONS \(DFO 3 Chapter 8A: Leave \(Civil Staff\)\)](#)

http://pub-r/ps/p0-0001/001/dfo_3.pdf%23search=DFO%203%20Parental%20Leave

4.12.2 The Ministry of Business, Innovation & Employment is responsible for paid parental leave, with the Inland Revenue Department contracted to process the payments. Any questions about eligibility for paid parental leave or other matters relating to it can be directed to the Ministry of Business, Innovation & Employment via their Employment NZ website at or the Employment NZ Info Line on 0800 800 863.

4.12.3 Where an employee has not, or is not going to receive any other form of paid parental leave from the NZDF in respect of the birth or adoption of their child, they are entitled to ten (10) days paid parental leave to be taken at or near the time of the adoption or birth of their child.

4.13 Bereavement / Tangihanga leave

4.13.1 The NZDF accepts that from time to time employees may need to be absent from work because they have suffered a bereavement, or they have an obligation due to the death of someone close to them.

4.13.2 If the employee suffers a bereavement, reasonable time off on pay may be granted. Depending on the circumstances, the employee's manager will determine the length of the employee's paid bereavement leave which may be greater than the three (3) days as granted by the Holidays Act 2003. This decision will take into account

- (a) the closeness of the association the employee has with the deceased
- (b) any responsibilities the employee must assume for arrangements resulting from the death
- (c) the amount of time needed to discharge properly any responsibilities or obligations that arise and/or
- (d) allowance for reasonable travel time.

4.13.3 For the purpose of clarity, employees are entitled, in terms of the Holidays Act 2003, to bereavement leave of three days on the death of their spouse or partner, parent, their spouse or partner's parent, child, brother or sister, grandparent or grandchild. Where the employee's manager accepts that the employee has suffered a bereavement in relation to any other death they are entitled to bereavement leave of up to one day.

4.13.4 The employee should advise their manager as soon as practicable of their actual or intended absence. While the employee's manager will determine the length of paid bereavement leave, the employee will be granted no less than their entitlement as set out above. The employee may be granted additional paid or unpaid bereavement leave, in addition to any paid bereavement leave they are entitled to.

4.14 Leave in advance

4.14.1 Where the employee has used their full entitlement to paid annual holidays or to paid sick leave, they may take up to half of their next year's entitlement to the relevant paid leave in advance.

4.14.2 Where sick leave/annual leave is advanced this is conditional on the employee agreeing to the appropriate deduction(s) from their final pay in the event they cease employment before clearing such advancements.

4.15 Public holidays

4.15.1 Employees are entitled to the following public holidays as set out in the Holidays Act 2003:

Province Anniversary Day	ANZAC Day
Waitangi Day	Easter Monday
Good Friday	Labour Day
Sovereign's Birthday	Boxing Day
Christmas Day	Day after New Year's Day
New Year's Day	

4.15.2 Employees will receive their relevant daily rate of pay for any public holiday that falls on a day that would otherwise be a working day for them. Employees may not work on a public holiday unless expressly required by their manager to do so.

4.15.3 Employees agree to work on a public holiday if expressly required by their manager. If employees are required to work on a public holiday, they are entitled to be paid the portion of their relevant daily pay that relates to the time they actually worked on the day plus half that amount again time and a half or T1.5, in accordance with the provisions of Part 2 of the Holidays Act 2003.

4.15.4 If the employee works on a public holiday that would otherwise be a day on which they would normally work, they are also entitled, in addition to time and a half, to an alternative holiday paid at their relevant daily pay for the day which is taken as the alternative holiday. The date on which the employee takes their alternative holiday is to be agreed with their manager.

4.16 Other leave

4.16.1 At the sole discretion of employees' managers, they may be granted other leave with or without pay on whatever conditions the employee and their manager may agree at the time the leave is granted. This includes discretionary leave and statutory leave protection and entitlements including, but not limited to

- (a) court leave e.g. jury service or witness
- (b) military leave e.g. for Reserve Force training, posting and/or deployment
- (c) community service.

4.16.2 On rare occasions, paid leave may be granted by the employee's manager to acknowledge effort that required significant extra hours to be worked that could not be recouped by flexible working hours.

4.16.3 Where the employee's manager agrees to them taking paid leave for jury service or to appear as a witness then any fees paid to the employee, other than travel expenses, for being a juror or a witness shall be paid to the NZDF.

4.16.4 Leave without pay

- (a) Leave without pay (other than Parental Leave) may not be taken while there is a positive leave balance.
- (b) Generally, leave without pay of more than one calendar month will not be approved. Leave without pay of longer than thirty-five (35) days in duration should be made at least one (1) month prior to its start.
- (c) The employee authorises pursuant to the Wages Protection Act 1983, the NZDF to deduct in full in the next pay period, any leave without pay applied for, approved and taken in a pay period, but not deducted in the same pay period.

4.16.5 Allowances

- (a) Unless specifically stated otherwise, all allowances are liable to tax and liable for employee and employer superannuation contributions.

4.16.6 Expenses

- (a) Unless specifically stated otherwise, all expenses that are reimbursed are not liable to tax and not liable for employee and employer superannuation contributions

4.16.7 Eye Wear

- (a) An employee is entitled to be reimbursed to a maximum of \$200.00 (inclusive of the examination fee and GST) every two (2) years for an eye examination undertaken by a registered optometrist or towards purchase of prescription glasses. Reimbursement will be processed following production of the receipt. A copy of the employees' application for reimbursement is to be retained on their electronic Personal File.

SECTION 5 – MANAGEMENT OF PERFORMANCE AND DEVELOPMENT

5.1 Performance management

- 5.1.1 An effective performance management process is important to ensure employees are able to productively contribute to the NZDF's business goals and are recognised for that contribution. This requires both employees and the NZDF to positively participate in this process. The employee's manager will determine their performance expectations after consulting them. The employee's performance will be measured against their Position Description and their Performance and Development Plan.
- 5.1.2 The employee's manager will periodically undertake a performance review with the employee against the previously determined performance expectations. This review will occur at least annually. There is no automatic right to a remuneration increase following this review.

5.2 Development

- 5.2.1 To maintain and enhance NZDF's capability, employees agree to work diligently and to the best of their ability in carrying out the requirements of their Job Description and their Performance and Development Plan.
- 5.2.2 To help employees to stay technically proficient and to expand the areas of their capability, the NZDF agrees to provide them access to personal and professional development to a level that enables them to maintain and enhance their capability to add value to themselves and to the NZDF.
- 5.2.3 The NZDF will meet the reasonable costs for training and development in areas that the NZDF identifies as meeting its current or future needs. This will be provided through employees' Performance and Development Plans, which will identify agreed development objectives/targets and the necessary resource commitments.

SECTION 6 – SECURITY

6.1 Security

6.1.1 Security of people, information, equipment and premises is a fundamental part of the NZDF's activities. Employees must ensure that they acquaint themselves and comply with NZDF's policies in this respect. Failure to do so may constitute serious misconduct and may result in the employee's dismissal without notice. Employees agree to make their image and personal identification data available to the NZDF for security and verification purposes.

6.2 Confidentiality

6.2.1 Protecting the privacy of people along with the security of the NZDF's operational and strategic interests is very important. Therefore, except in the proper performance of the employee's duties, employees agree that they will not disclose either directly or indirectly any information or knowledge regarding the NZDF's, customers or suppliers affairs and its employees, unless specifically authorised. Breach of confidentiality may constitute serious misconduct and could result in their dismissal. This requirement not to disclose either directly or indirectly any information or knowledge regarding the NZDF's, customers or suppliers affairs and its employees continues after employees cease working for the NZDF.

6.2.2 Where an employee suspects or believes that any in-confidence information or material belonging to, or relating to, the NZDF, customers or suppliers has been lost or misplaced or distributed without authorisation, they will immediately inform the NZDF. Failure to do so may constitute serious misconduct and could result in the employee's dismissal.

6.3 Monitoring

6.3.1 The NZDF operates in a security conscious environment and may need to install surveillance equipment or measures for security purposes. In the course of such surveillance, the NZDF may collect personal information about employees within the meaning of the Privacy Act 2020. The NZDF will not retain any such personal information except for purposes of security or any disciplinary issue that may arise. Employees agree to the collection of this information in this way.

6.4 Travel to, and through, countries representing special security risk

6.4.1 People who are known or thought to be members of the NZDF may become the subject of interest while travelling overseas. If employees intend to travel to, or through, any of the countries that represent a special security risk, or on vessels, aircraft or surface transport operated by any of these countries, they must advise the NZDF in writing of their intention.

6.4.2 Prior to organising overseas travel they must confirm with the NZDF whether the country or the countries to which they intend to travel, or the countries that operate vessels, aircraft or surface transport that they intend to travel on represent a special security risk such that special security precautions are necessary.

SECTION 7 – GENERAL

7.1 Policies

- 7.1.1 It is not possible or desirable to set precise rules on all matters, and policies and rules will change from time to time. Therefore, employees agree to stay familiar with, and comply with, all NZDF administrative instructions, rules, manuals, policies and procedures relevant to their employment that are in force or may be introduced from time to time.
- 7.1.2 The parties agree that the NZDF may, at its sole discretion, amend, vary, withdraw or introduce administrative instructions, rules, manuals, policies and procedures at any time. Employees will be advised of any significant additions, changes or deletions.

7.2 Detrimental effects

- 7.2.1 Employees must bring to the attention of the NZDF any condition or situation that is, or may, to the best of their knowledge, detrimentally affect their ability to competently undertake their work.

7.3 Location

- 7.3.1 While principally working at one location, employees may be required to travel to, and work from, other locations, and work with other teams at the employers expense.

7.4 Relocation

- 7.4.1 The NZDF may request employees to transfer to

- (a) another position
- (b) another team
- (c) another location and/or
- (d) a project,

within the NZDF on a temporary or permanent basis, or to second them to another organisation. The employee will be consulted prior to any transfer or secondment being finalised.

- 7.4.2 Where the new job is located within a reasonable commuting distance and extra travelling costs are involved, additional travelling expenses equivalent to travelling by public transport may be reimbursed for up to 12 months. For situations where the new job is located within a reasonable commuting distance and extra travelling costs are involved but there is no public transport on which to base travelling expenses, motor vehicle allowance as prescribed in NZDF publications may be paid for up to 12 months.
- 7.4.3 Where an employee is requested by the NZDF to permanently relocate their primary place of work to another location that requires them to permanently relocate their personal household, they may be entitled to a relocation allowance to assist financially with the costs of that relocation. The employee and the NZDF will agree to the terms and conditions of any relocation allowance at the time.

7.5 Personal use of NZDF provided facilities

7.5.1 The NZDF provided facilities such as workspace, telephone, photocopier, fax, and email and internet access are all provided for business purposes. Employees must strictly limit personal use. Excessive personal use which may lead to business disruption or impose additional costs on the NZDF, or use for access to inappropriate or objectionable material (even though not illegal) or in ways which could reflect adversely on the NZDF's reputation, may lead to disciplinary action including dismissal. The NZDF may at any time access and/or monitor the use of facilities it provides to employees.

7.6 Conflict of interest

- 7.6.1 Employees will not be directly or indirectly interested, employed or involved in any business or activity which may
- (a) compete, or have the potential to compete, in any material respect with the business of the NZDF or
 - (b) affect, or have the potential to affect, the performance of their duties under this Agreement or
 - (c) otherwise constitute, or have the potential to constitute, a conflict of interest with the NZDF, or the perception of a conflict of interest with the NZDF; except with the written consent of the NZDF.
- 7.6.2 In the event that any potential conflict of interest situation arises, employees must notify the NZDF immediately.

7.7 Working from home

7.7.1 The employee may ask their manager whether they may work from home or an alternative location for limited periods from time to time. This can include a request by the employee to work from home in order for them to meet any obligations they may have to provide care for dependents. At the sole discretion of the employee's manager, the employee's request may be agreed to. If agreed, the employee's manager may determine the conditions under which such work shall be undertaken. Working from home arrangements are in accordance with the Flexible Working provisions of the Employment Relations Act 2000. Information on how to vary working hours/location are on the HR Tool Kit (link below):

[Flexible Working Arrangements](#)

7.7.2 These conditions may include, but are not limited to, information and personal security, health and safety, availability and timekeeping, equipment suitability, and access by the NZDF to audit compliance. NZDF will comply with the provisions of the Employment Relations Act.

7.8 Health and Safety

- 7.8.1 The NZDF recognises the importance of ensuring a healthy, safe and secure working environment. The NZDF will take all practicable steps to eliminate, isolate or minimise any hazards or risks within the workplace.
- 7.8.2 The NZDF
- (a) invites suggestions about how it can make the workplace a more healthy and safe place
 - (b) will comply with the provisions of all legislation applicable to the NZDF's operations, and
 - (c) will ensure awareness of and compliance with the NZDF quality systems and internal policies and procedures.
- 7.8.3 Employees have a responsibility to work safely and agree to report as soon as possible any hazards, accidents, injuries or near misses encountered or suffered by them in the course of their employment.
- 7.8.4 Employees agree to rigorously monitor their activities and those around them to ensure that safe working practises are followed.
- 7.8.5 The NZDF may require employees to attend first aid or safety related training as part of their duties. Where ever practicable such training is to occur within the employee's normal working hours with training costs met in advance by the NZDF. With the manager's prior approval, employees shall be reimbursed on production of a receipt where the employee meets the training costs.

7.9 Suspension

- 7.9.1 Depending on the circumstances and nature of the allegations against them, the NZDF may suspend an employee on pay pending the outcome of the investigation. The suspension may include exclusion from any part or from all NZDF facilities and any other facility where the employee may undertake any aspect of their employment.
- 7.9.2 If the employee's suspension is in excess of 10 days, the NZDF may suspend them without pay if the reasons for the long term suspension are beyond the control of the NZDF.

7.10 Severability

- 7.10.1 If a portion of this agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid it must be read in the latter way. If any portion of this agreement is illegal, unenforceable or invalid, that portion is to be treated as removed from this agreement, but the rest of the agreement is not affected.

7.11 Non waiver

- 7.11.1 Failure by either of the parties for any reason to enforce any right or obligation under this agreement shall not constitute a waiver as to that right or obligation either at the time or in the future.

SECTION 8 – CESSATION

8.1 Resignation and termination

- 8.1.1 Employees must give their manager one month's written notice of their resignation. Where the employee gives insufficient notice, the balance of the notice period may be deducted from any money owed to them by the NZDF.
- 8.1.2 Except as provided for elsewhere in this agreement, the NZDF must give the employee one month's written notice if it wishes to terminate their employment.
- 8.1.3 Example: if an employee gave or received one (1) calendar months' notice on 17 March then their last day of duty would be 16 April. Depending on the month, this will be between 28 and 31 days' notice.

8.2 Dismissal for serious misconduct

- 8.2.1 In the event of serious misconduct, gross negligence or any other conduct that destroys or significantly undermines the trust and confidence that the NZDF has in the employee, the NZDF may end the employee's employment in writing without notice. Dismissal will only occur after due process in accordance with the NZDF Code of Conduct and Employment Relations Act. No compensation shall be paid for dismissal for serious misconduct.

8.3 Dismissal for misconduct and repeated non performance

- 8.3.1 In the event of misconduct, repeated non-performance or any other event justifying their dismissal, the NZDF may end the employee's employment in writing, with notice. Dismissal will only occur after due process in accordance with the NZDF Code of Conduct and Employment Relations Act. No compensation will be paid for dismissal for misconduct or repeated non-performance.

8.4 Disciplinary and/or Dismissal for unauthorised absence

- 8.4.1 Unauthorised absence from work with no just cause may be grounds for disciplinary action. Repeated occurrences may result in dismissal. No compensation will be paid for dismissal for unauthorised absence.

8.5 Dismissal for abandoning employment

- 8.5.1 Employees will be deemed to have abandoned their employment if they fail to report for work for five consecutive days without the consent of the NZDF, and without good reason. No compensation will be paid for dismissal in the event of abandonment of employment.

8.6 Dismissal for failure to obtain or maintain security status

- 8.6.1 If obtaining and retaining the required security clearance is an essential requirement for an employee's position, and the employee fails to obtain or maintain the minimum level of security clearance for their position for whatever reason at any time, they may be summarily dismissed. No compensation shall be paid in the event that the employee is summarily dismissed if they fail to obtain or maintain the minimum level of security clearance for their position.

8.7 Dismissal for incapacity

- 8.7.1 If due to mental or physical illness, injury or disability, or impairment due to drug or alcohol dependence or something similar, an employee is incapable of carrying out their employment duties and obligations, the NZDF may end their employment on giving them one month's written notice. Each situation will be assessed on its merits, and in accordance with good employer requirements. This includes consultation with the employee and interested parties (including NUPE) and regard to due process.
- 8.7.2 The NZDF may terminate the employee's employment on medical grounds if on the advice of a medical practitioner (including any such assessment obtained where the NZDF required the employee to undergo a medical examination at the NZDF's cost) it is reasonable to believe they will be unable to undertake the full duties of their role within the reasonably foreseeable future, or an alternative role which is reasonably available.
- 8.7.3 No compensation shall be paid in the event that the employee's employment ends as a result of incapacity. In the event that the employee's employment ends as a result of incapacity and it is determined through due process that the NZDF have contributed to the incapacity, such situations will be dealt with on a case by case basis.

8.8 Payment in lieu of notice

- 8.8.1 Where notice is given by the employee or their manager, the NZDF may elect to pay out all or part of the notice period instead of requiring the employee to work it. The employee's manager may also specify the amount, if any, of the notice period they will be required to work and the nature of that work.

8.9 Return of NZDF property

- 8.9.1 On employees' last day of work or earlier if required by the NZDF, they will give their manager
- (a) all correspondence, documents, files, records, plans, reports, and papers in both soft (electronic) and hard (paper and other tactile media) formats (including all hard and soft copies) created or obtained by them during their employment
 - (b) any other material or property belonging to or relating to the NZDF created or obtained by the employee during their employment
 - (c) any identification, security, access, credit, debit or other cards relating to the NZDF in the employee's possession and/or
- 8.9.2 any NZDF vehicles, keys, laptops, cell phones, pagers or other physical plant and/or equipment in the employee's possession belonging to or relating to the NZDF obtained or provided to the employee during their employment.

8.10 Resignation from external positions

- 8.10.1 Unless the employee has the specific written permission of the NZDF to the contrary, on or before their last day of duty, regardless of the reason for the ending of their employment, they will resign from all positions external to the NZDF that the employee was placed in as the NZDF representative, or were elected to as a direct result of their employment with the NZDF. The NZDF will determine the notice period the employee shall give and may also specify the amount, if any, of the notice period the employee will be required to serve and the nature of any representation should it continue.
- 8.10.2 CDF may agree in writing to continue the employee's representative functions on whatever terms and conditions are determined at the time.

SECTION 9 – CHANGE PROTOCOL

9.1 Purpose

9.1.1 The purpose of this Change Protocol (“protocol”) is to provide a plain language explanation of the process to be followed in managing affected employees through change. The HR Toolkit provides an overview, policy and guidance regarding the Management of Change (See link below):

Management of Change

9.2 Consultation

9.2.1 All potentially affected employees, including those employed on a fixed term, whose position or employment circumstances are potentially affected by a proposed change will be consulted on the proposed change. All potentially affected employees will be given the opportunity to provide written and/or verbal comment before any final decisions are made.

9.2.2 NUPE representing any potentially affected employees will be consulted and given the opportunity to provide feedback before any final decisions are made.

9.3 Scope

9.3.1 This protocol applies

- (a) after consultation has been completed with potentially affected employees about a proposed change
- (b) after the decision about a proposed change has been made and the change is to be implemented
- (c) to all permanent civilian employees of the NZDF who are employed in positions or who are undertaking functions that are affected by a change to their position.

9.3.2 This protocol does not apply to

- (a) casual employees
- (b) fixed term employees
- (c) non-affected employees.

9.3.3 Casual and fixed term employees who may be impacted and/or affected by a change will be dealt with on a case by case basis. The process for casual and fixed term employees is outlined at the end of this change protocol section.

9.4 Objectives

9.4.1 This protocol aims to

- (a) provide affected employees with visibility of the process that will be applied in managing them through the change
- (b) provide affected employees with choice wherever practicable
- (c) provide affected employees with information about, and visibility of, their options
- (d) ensure a fair, equitable and transparent process is applied in implementing any approved outcomes from the change
- (e) ensure employees are dealt with professionally, constructively and fairly
- (f) ensure employees are treated with respect, integrity and in a manner consistent with the NZDF's good employer obligations
- (g) minimise disruption to the NZDF's operations or organisational activities
- (h) have any new organisational structure operational as soon as practicable
- (i) ensure employees are advised about the impact of any change to them and their individual circumstances as soon as practicable
- (j) ensure good processes are in place to support affected employees in securing alternative employment opportunities. This however cannot be at any expense and must be fair and reasonable to the employee, the NZDF and the NZ taxpayer
- (k) minimise costs and risk to the NZDF throughout the implementation of any approved change
- (l) retain as many employees as reasonably possible in meaningful employment

9.4.2 minimise redundancies.

9.5 Determination of affected employee

9.5.1 An affected employee is a person who is employed in a position that is

- (a) to be disestablished
- (b) to be changed to the extent that it cannot reasonably be considered to be the same position
- (c) subject to a location change outside of their same local area.

9.5.2 Substantial change does not include a change in business group, reporting line, job title or work location (where work location is within the "same local area" or region).

9.5.3 Once an affected employee has been reconfirmed or reassigned into a position, that employee will no longer be an affected employee.

9.6 The same local area

- 9.6.1 The “same local area” means the same geographical region. Within the NZDF the same local areas are
- (a) the Christchurch region which includes Burnham, Wigram, Pegasus, Christchurch, Glen Tunnel, Weedons.
- 9.6.2 Should the NZDF be able to reconfirm or reassign an affected employee to a position within the same local area, this would constitute a reasonable offer of alternative employment and not a redundancy situation.
- 9.6.3 Should an employee decline any reasonable offer made to them for a position in the same local area, there would be no entitlement to redundancy compensation.
- 9.6.4 Should an employee disagree with an offer of reconfirmation or reassignment on the basis that the new work location is not reasonable, the NZDF shall assess the reasonableness on a case by case basis giving consideration to
- (a) the additional travelling costs based on the cheapest public transport option
 - (b) the actual or usual mode of transport of the employee
 - (c) the availability to the employee of any cost sharing arrangements, e.g. car pooling
 - (d) the additional time and distance required by the employee to travel from their usual place of residence to their new work location
 - (e) the personal circumstances of the employee which impact on travel arrangements including any responsibilities they may have for dependant care
 - (f) whether the relocation was at the request of the NZDF or the employee
 - (g) any support provided by the NZDF to assist the employee to adjust to the new work arrangements and to mitigate any additional time and/or cost implications associated with travel to the new work location.
- 9.6.5 Following consultation with the employee and NUPE, and with due consideration of a – g above, the NZDF shall determine at its sole discretion, whether or not the offer in the new work location is reasonable.
- 9.6.6 Where the NZDF determines that the offer is reasonable and the employee declines the offer, the options available to the employee are to apply for an alternative position or to resign. Where the employee and/or NUPE believe the decision of the NZDF to be unreasonable, the employee and/or NUPE have the right to raise a personal grievance in accordance with the ‘employment relationship problem’ provision set out in Part A of this agreement.
- 9.6.7 Where the NZDF agrees that when taking into account the consideration in a - g above that despite being in the same local area, the offer is unreasonable, the employee may accept or decline the offer. If they decline the offer, the employee is entitled to redundancy compensation if no suitable alternative position can be found. To deem a reassignment to an alternative suitable position in the same local area ‘unreasonable’, Manager HRSD approval is required.

9.7 Transition

9.7.1 There are four ways an affected employee can transition from their current position into a new position

- (a) reconfirmation to a new position that is substantially the same or very similar in the same local area
- (b) reassignment to a new position in the new structure in the same local area or outside the local area with the agreement of the employee and the NZDF
- (c) reassignment to a suitable alternative position within the NZDF in the same local area
- (d) appointment to a vacant position elsewhere in the NZDF.

9.7.2 The processes associated with transitioning affected employees through reconfirmation and reassignment are set out below in detail. To assist understanding, the process is also summarised in a flowchart at the back of this change protocol section.

9.8 Reconfirmation

9.8.1 An affected employee will be reconfirmed into a position in the new structure where

- (a) the position has not changed substantially from what the employee currently does i.e. it is the same or very nearly the same, and
- (b) it is within the local area, and
- (c) their new terms and conditions are no less favourable than their current terms and conditions.

9.8.2 Factors taken into account in assessing whether or not a position has changed substantially include

- (a) the job content. This involves comparing tasks, activities and processes as well as accountabilities and outputs of the new position with those the employee is currently doing. This comparison includes both what the employee was employed to do (as per their position description) and what they are actually doing (as determined by their manager after consultation with the employee)
- (b) the knowledge, skills, experience and behavioural competencies required
- (c) the staff / management and budget responsibilities.

9.8.3 Where a position is available in the new structure and there is only one affected employee who meets the reconfirmation criteria are met, then that employee will be reconfirmed into that position.

- 9.8.4 Where there are more affected employees who meet the criteria for reconfirmation than the number of positions available for reconfirmation, each position will become contestable in order that the best candidate for each position is identified. Each employee who applied for, or was automatically considered for, one or more of these positions will be notified in writing of the outcome of the selection process. All of these appointments are open to review but only by those employees who applied for or were automatically considered for these positions.
- 9.8.5 Where an employee is reconfirmed into a new position, they will be notified in writing of their reconfirmation to the new position.

9.9 Reassignment

- 9.9.1 Reassignment means the placement of an affected employee who has not been placed into the new structure through reconfirmation.
- 9.9.2 An affected employee who is not reconfirmed may apply for, or will be considered for reassignment to
- (a) a vacant position in the new structure; or
 - (b) a vacant funded civilian position within the same local area; or
 - (c) a vacant funded civilian position outside the same local area.
- 9.9.3 Irrespective of whether or not they have applied for or want a suitable alternative position, an affected employee may at any time be considered for any suitable alternative position if
- (a) that suitable alternative position is available within the same local area
 - (b) the position is deemed to require the same or similar skills to those the employee currently possesses
 - (c) the terms and conditions of appointment to the position are no less favourable than their existing terms and conditions of employment.
- 9.9.4 If an employee is being considered for a position in this manner, they and NUPE will be consulted.

SECTION 10 – RESTRUCTURING TRANSITION ARRANGEMENTS

10.1 Restructuring transition arrangements

10.1.1 For clarity, the following restructuring transition arrangements set out how employees impacted by change are to be transitioned into their new position.

10.2 Same position same grade

10.2.1 Outcome – reconfirmation.

10.2.2 Where the employee is currently covered by Part B of this agreement, then reconfirmation can only be on Part B.

10.2.3 Where the employee is currently covered by Part C of this agreement, then the employee has the choice of reconfirmation on Part B or reconfirmation on Part C.

10.2.4 The employee has no access to redundancy provided the reconfirmation is a reasonable offer.

10.3 Same position higher grade

10.3.1 Outcome – reconfirmation.

10.3.2 Where the employee is currently covered by Part B, then the employee can only be reconfirmed on Part B.

10.3.3 Where the employee is currently covered by Part C, then the employee will be reconfirmed on Part B where the terms and conditions of Part B are overall no less favourable to the employee than they receive on Part C.

10.3.4 Where the employee is currently covered by Part C, and the terms and conditions on Part B for the reconfirmed position are overall less favourable to the employee than they receive on Part C, then the employee has the choice of reconfirmation on Part B or reconfirmation on Part C.

10.3.5 The employee has no access to redundancy provided the reconfirmation is a reasonable offer.

10.4 Same position lower grade

10.4.1 Outcome – reconfirmation.

10.4.2 As the position is the same, the grade of the position prior to restructuring is protected for the employee for the duration of their employment in this reconfirmed position.

10.4.3 By way of example and for clarity, if the employee was in a position that prior to the restructuring was sized at grade 10 and the employee was reconfirmed into the same position, but as a result of the restructuring the position was resized at grade 9 or lower, then the employee would continue to be remunerated as if they were in a grade 10 position whilst they remain in that reconfirmed position.

10.4.4 Where the employee is currently covered by Part B, then the employee can only be reconfirmed on Part B.

- 10.4.5 Where the employee is currently covered by Part C, then the employee has the choice of reconfirmation on Part B or reconfirmation on Part C.
- 10.4.6 The employee has no access to redundancy provided the reconfirmation is a reasonable offer.

SECTION 11 – RESTRUCTURING TRANSITION ARRANGEMENTS

11.1 Different position same grade

11.1.1 Outcome – reassignment.

11.1.2 Where the employee is currently covered by Part B of this agreement, then reassignment can only be on Part B.

11.1.3 Where the employee is currently covered by Part C of this agreement, then the employee has the choice of reassignment on Part B or reassignment on Part C.

11.1.4 The employee has no access to redundancy provided the reassignment is a reasonable offer.

11.2 Different position higher grade

11.2.1 Outcome – reassignment.

11.2.2 Where the employee is currently covered by Part B, then the employee can only be reassigned on Part B.

11.2.3 Where the employee is currently covered by Part C, then the employee will be reassigned on Part B where the terms and conditions of Part B are overall no less favourable to the employee than they receive on Part C.

11.2.4 Where the employee is currently covered by Part C, and the terms and conditions on Part B for the reassigned position are overall less favourable to the employee than they receive on Part C, then the employee has the choice of reassignment on Part B or reassignment on Part C.

11.2.5 The employee has no access to redundancy provided the reassignment is a reasonable offer.

SECTION 12 – RESTRUCTURING TRANSITION ARRANGEMENTS

12.1 Different position lower grade

12.1.1 Outcome – reassignment.

12.1.2 The NZDF may choose to make the employee an offer of reassignment to a different position at a lower grade. The NZDF may also choose not to make the employee an offer of reassignment to a different position at a lower grade. The NZDF is not compelled to offer any employee reassignment to a different position at a lower grade.

12.1.3 If the NZDF does make an offer of reassignment to a different position at a lower grade, then the offer is to include either

- (a) remuneration protection in accordance with paragraph 161 - 167 of the Part B Change protocol where the employee is currently covered by Part B or
- (b) equalisation as an allowance or as a lump sum in accordance with paragraph 7.3.4 (d) of the Part C Staffing restructuring situation where the employee is currently covered by Part C.

12.1.4 If the NZDF does make an offer of reassignment to a different position at a lower grade, then the employee may choose to accept or decline the offer.

12.1.5 If the employee chooses to decline the offer of reassignment to a different position at a lower grade, then

- (a) the NZDF will endeavour to find an alternative position prior to cessation date and
- (b) this choice does not impact on the employee's potential access to redundancy should an alternative position not be found prior to cessation date.

12.1.6 Where the employee is currently covered by Part B, then the employee can only be reassigned on Part B.

12.1.7 Where the employee is currently covered by Part C, then the employee has the choice of reassignment on Part B or reassignment on Part C.

12.1.8 For clarity, an offer of reassignment to a different position at a lower grade that contains either remuneration protection or equalisation is not regarded by the NZDF as a reasonable offer and if the employee declines the offer they will be eligible for redundancy provided an alternative position is not found prior to cessation date.

12.2 Reassignment to positions in the new structure

12.2.1 Where the new position is outside the same local area, the employee may be offered reassignment to the new position.

12.2.2 There is no compulsion on an employee to accept an offer of reassignment to a new position outside the same local area. Should an employee decline such an offer, it would not impact the NZDF's efforts to work with that employee to identify a suitable alternative position in their current local area. It would also not impact on that employee's access to redundancy compensation if a reasonable offer of reassignment

to an alternative position could not be found in the same local area prior to their proposed cessation date.

- 12.2.3 Where there are more affected employees than there are positions available in the new structure, a competitive selection process will be undertaken to ensure the best person based on merit is reassigned.
- 12.2.4 Where there are more positions available than there are affected employees, then reassignment may occur without a selection process. However, where a position within the new structure differs from that currently being fulfilled by an affected employee, that employee may be interviewed to determine suitability for reassignment.
- 12.2.5 Where an affected employee does not demonstrate sufficient merit for reassignment to the new position, or there is insufficient interest in the position, then that position may be advertised both internally and externally and standard NZDF recruitment and selection processes will be applied. Any employee whether affected or not, or whether they have been reconfirmed or reassigned, may apply for any of these open vacancies.
- 12.2.6 Where there are more affected employees who meet the criteria for reassignment than the number of positions available for reassignment, each position will become contestable in order that the best candidate for each position is identified. Contestability will be ring-fenced to affected employees only.
- 12.2.7 Each employee who applied for, or was automatically considered for, one or more of these positions will be notified in writing of the outcome of the selection process. All of these appointments are open to review but only by those employees who applied for or were considered for these positions.
- 12.2.8 Where an employee is reassigned into a new position, they will be notified in writing of their reassignment to that new position.

12.3 Declining reconfirmation or reasonable reassignment

- 12.3.1 The options available to an employee who declines reconfirmation or a reasonable offer of reassignment will be to either apply for another vacant position or resign. This is not a redundancy situation and therefore there is no entitlement to redundancy compensation.
- 12.3.2 To ensure clarity, reconfirmation is where an affected employee is reconfirmed into a position that
 - (a) is the same or very nearly the same as what the employee currently does
 - (b) is in the same local area
 - (c) is on terms and conditions of employment no less favourable than their existing terms and conditions.
- 12.3.3 To ensure clarity, a reasonable offer of reassignment is defined as an offer of a position that
 - (a) is deemed to require the same or similar skills to those the employee currently possesses

(b) is in the same local area

12.3.4 is on terms and conditions of employment no less favourable than their existing terms and conditions.

12.4 Meritorious appointment process

12.4.1 An appointment process based on merit will be undertaken when

- (a) there are fewer positions than there are affected employees
- (b) there are fewer affected employees than positions.

12.5 Fewer positions than affected employees

12.5.1 Where there are more affected employees who meet the criteria for reconfirmation than the number of positions available for reconfirmation, each position will become contestable in order that the best candidate for the position is identified.

12.5.2 Where there are more affected employees for reassignment than available positions, a competitive selection process will be undertaken to ensure the best person based on merit is reassigned.

12.5.3 To ensure clarity, what this means is that the principles of the NZDF 'Recruitment of Civil Staff' policy will be applied in determining who, amongst the affected group, will be appointed through reconfirmation or reassignment to available positions.

12.5.4 The exceptions to this are

- (a) positions that are reconfirmation or reassignment opportunities for affected employees will not be initially advertised outside of the affected group. Rather, in the first instance only those affected by the restructure will be considered
- (b) once an appointment through reconfirmation or reassignment has been made it will not be promulgated NZDF wide and will not be subject to a pan NZDF review of appointment process. Only affected staff that were considered for the role can review the appointment.

12.5.5 All other principles of the policy will usually be applied. This will ensure robust and transparent selection processes are conducted to determine and appoint the best person based on merit and that selection decisions are able to withstand a review of appointment process. This requires

- (a) established selection criteria to be derived from the position description and weighting applied to key requirements
- (b) established selection criteria to be used to shortlist those for interview

- (c) established selection criteria are used to evaluate how well each candidate met the requirements of individual criteria and the overall requirements of the role. To determine the best candidate, all evaluative material will be considered including, but not limited to written applications, interview information, referees, practical exercise and performance information in the last 12 – 24 months
- (d) recommendation of appointment to the appropriate approving authority

12.5.6 fully documented process to enable any review of appointments to be undertaken.

12.6 Fewer affected employees than positions

12.6.1 Where an employee has a reassignment opportunity in either the new structure or to alternative position for which they wish to be considered, then prior to their reassignment, the NZDF must be satisfied that the individual has the knowledge, skills, experience and attributes for the appointment. This applies whether there are more people than positions or there are more positions than people.

12.6.2 In some instances it may be appropriate to reassign without a selection process where there is confidence that the affected employee has the skills, knowledge and attributes for the appointment.

12.6.3 This should only occur

- (a) where there are fewer affected employees than positions available for reassignment in the new structure or
- (b) where one affected person is being considered for reassignment to a position outside of the new structure and in isolation i.e. there is not a contestable or reviewable process.

12.6.4 It must be noted however that even in a non-contestable situation, should an affected employee apply for a role or express interest in a role and they are not appointed due to insufficient suitability, the NZDF must be able to provide comment on the rationale for this decision based on transparent consideration against the requirements of the position.

12.7 Remuneration protection

12.7.1 Generally the NZDF will only seek to reassign an affected employee to a position that is graded either at the same or higher level than the grade of their current position.

12.7.2 However, where no reassignment opportunities at the same or higher grade are available or, alternatively, were available but the affected employee has not demonstrated sufficient merit for reassignment, as an alternative to redundancy the NZDF may consider reassignment to lower graded positions still available in the new structure or in the current location provided

- (a) the employee confirms they wish to be considered for reassignment to a lower graded position
- (b) the employee demonstrates suitability for the position; and

- (c) a cost benefits analysis demonstrates that reassigning the employee to a lower graded appointment with remuneration protection provisions for a defined period is more cost effective for the NZDF and the NZ taxpayer than redundancy compensation.

12.7.3 Where an employee is offered and accepts reassignment to a lower graded position, remuneration protection for a maximum of two years from the date of reassignment to the lower graded appointment will be available where the criteria in a - c above are met. This will be payable as an allowance only and a lump sum payment option is not available. The allowance will be an amount equivalent to the difference between the present total remuneration and the new total remuneration payable for two years. This allowance is abated by subsequent remuneration increases.

Example: if an employee's current total remuneration is \$45,000 a year and they accept reassignment to a lower graded appointment with a new total remuneration of \$40,000 a year, the equalisation would be \$5,000 a year paid as a fortnightly allowance. If through a performance review the total remuneration increased to \$42,000 a year, the equalisation allowance would be abated, or reduced, to \$3,000 a year. This maintains the protected total remuneration at \$45,000. If through the next performance review the total remuneration increased to \$46,000 a year, the equalisation allowance would cease with the employee on a total remuneration of \$46,000.

12.7.4 Where reassignment and remuneration protection is more costly overall than redundancy compensation, reassignment to lower graded appointments is not to occur. The only exception to this would be where a lesser period of total remuneration protection was agreeable to the parties making reassignment to the lower graded appointment rather than redundancy compensation a more cost effective and fair use of the NZDF and NZ taxpayer funds.

12.7.5 Where there are reassignment opportunities for affected employees at the same or higher grade as the position the employee currently holds but the employee elects not to compete with other affected employees for these appointments and/or expresses a desire to instead move into a lower graded position, this may be considered on the basis that reassignment into the lower graded appointment will be on the terms and conditions of the new position, including appointment within the grade for the position with no remuneration protection.

12.7.6 Where an employee declines or the NZDF does not offer reassignment to a lower graded position, an affected employee's access to redundancy is not compromised as reassignment to a position at a lower grade does not constitute a reasonable offer of reassignment as defined in the reassignment provisions above.

12.8 Appointment

12.8.1 Affected permanent employees who are not reconfirmed or reassigned into positions in the new structure or in their same local area, can apply for any other vacancies within the NZDF but will need to compete for any such vacancy in accordance with standard NZDF recruitment and selection requirements.

12.9 Relocation expenses

- 12.9.1 Where an affected employee expresses an interest in reassignment to a position outside their local area, and they are reassigned, then relocation expenses will be considered and negotiated on a case by case basis.
- 12.9.2 The NZDF will consider relocation expenses where the relocation of the employee is “to meet the convenience and needs of NZDF” and it is cost effective, fair and reasonable to the employee, the NZDF and the NZ taxpayer to do so. Note: it is likely that any negotiated relocation expenses will be kept to a minimum and would likely be limited to household removal and travel cost, or a contribution toward these expenses.

12.10 Promulgation

12.10.1 An affected employee will not have their appointment promulgated where they have been reconfirmed or reassigned to a new position in either the new structure or to a suitable alternative position in their same local area.

12.10.2 All employees, including affected employees, will have their appointment promulgated where they have been appointed through a standard meritorious selection process.

12.11 Unplaced employees

12.11.1 Should an employee not be placed in a position in the new structure or reassigned to a suitable alternative position in their same local area through the process outlined in this change protocol section, and their position is to be disestablished, they will be provided with one (1) month's written notice period. This notice will state that should the NZDF be unable to identify a suitable alternative position for them during this notice period, their employment with the NZDF will finish at the conclusion of this notice period and redundancy compensation in accordance with their employment agreement would be provided.

12.11.2 During the notice period, management and HR will continue to explore suitable alternative employment options with and for the employee. Written notice provided will be conditional as it will advise that if a suitable alternative position during the notice period is found to which the employee is offered reassignment, or the employee is appointed to any NZDF position through a standard and meritorious selection process, notice will lapse and redundancy will not be an option.

12.12 Redundancy compensation

12.12.1 Redundancy compensation is designed to provide an employee whose employment has been terminated due to redundancy with some financial support whilst they search for new employment.

12.12.2 Redundancy compensation is payable where

- (a) the employee remains employed in the disestablished position right up to the date they have been formally notified that their position ceases to exist and
- (b) a suitable alternative position within the NZDF has not been identified through the processes outlined in this change protocol.

12.12.3 The employee's employment with the NZDF will therefore end on the date their position ceases to exist.

12.12.4 Redundancy compensation is not payable where

- (a) an employee is reconfirmed or reassigned into an alternative position within the NZDF; or
- (b) an employee declines reconfirmation or a reasonable offer of reassignment; or
- (c) an employee elects to resign from a position declared surplus to requirements prior to the date it is disestablished.

12.12.5 Whilst the above reflects NZDF policy in regard to access to redundancy compensation, some flexibility may be considered on a case by case basis where

- (a) the unplaced employee has been provided with their notice period; and
- (b) the unplaced employee applies to be released before their final day of duty; and
- (c) the NZDF can release the employee early without significant impact on the business and the delivery of the functions they perform; and
- (d) an assessment from management and HR has confirmed the employee is highly unlikely to be reassigned in the remaining notice period.

12.12.6 Payment of redundancy compensation may be considered by exception on a case by case basis where the conditions set out above are believed to exist. Manager HRAS approval is required to pay redundancy prior to the date an employee's position is to be disestablished.

12.13 Review of appointment

12.13.1 The Review Process is open only to those employees who are potential candidates for a position by way of reconfirmation or reassignment.

12.13.2 If an employee wishes to lodge a review they must notify the appropriate person of this within five working days of the appointment being made.

12.13.3 The only grounds for a review are that the person reconfirmed or reassigned to the position was not the best candidate for the position.

12.13.4 An independent Reviewer will investigate any requests for a Review of Appointment.

12.14 Alternative employment search assistance

12.14.1 Affected employees will be given reasonable support and time off to assist in their search for alternative employment. This may include time off to attend interviews and prepare/update CVs where necessary or assistance and support with CV writing and interview preparation.

12.15 Reemployment / reenlistment

12.15.1 In accordance with standard state sector practice, personnel who receive redundancy compensation or termination payment upon cessation from the NZDF and who are subsequently reemployed or reenlisted by the NZDF are not to have their previous service recognised for leave and other service defined benefits.

12.16 Process for casual and fixed term employees

12.16.1 Where a decision on structure and positions is made that affects a casual employee, the casual employment would no longer be required. The transition process in this change protocol for exploring alternative employment or redundancy compensation does not apply. The casual employee, by the nature of their employment agreement does not have access to redeployment opportunities or redundancy compensation.

12.16.2 A fixed term employee whose position is affected by a change does not have access to the transition process set out in this document. By the nature of their fixed term employment, fixed term employees have no expectation of ongoing and open ended employment. The NZDF is not obligated to explore alternative employment opportunities for fixed term employees in the same manner as for permanent employees affected by change.

12.16.3 Upon the completion of the transition process for affected permanent employees, any remaining vacant positions in the new structure would be openly advertised through standard NZDF recruitment and selection processes. Any fixed term employees whose fixed term employment is affected by the change process, may then apply for these vacancies on an open and meritorious basis that will be externally advertised.

12.16.4 Where a fixed term employees employment is to conclude prior to the event or date set out in their fixed term agreement as a result of restructuring, the employee would receive either:

- (a) redundancy compensation in accordance with the provisions of their employment agreement; or
- (b) where no redundancy provisions are provided, a payment equivalent to the ordinary pay they would have received for the period between the date of termination and the expiry date of the fixed term employment.

SECTION 13 - REDUNDANCY

13.1 Redundancy

13.1.1 Redundancy is defined as an ending of employment attributable wholly or mainly to the fact that the employee's position is, or will become, superfluous to the NZDF's needs. If the employee's position is made redundant and an alternative position is not found, the employee will receive one calendar month's written notice that their employment will cease due to redundancy.

Example: if an employee was provided with one (1) calendar months' notice on 17 March then their last day of duty would be 16 April. Depending on the month, this will be between 28 and 31 days' notice.

13.1.2 No redundancy compensation is payable if the employee accepts alternative employment within the NZDF or the State sector irrespective of the terms offered.

13.2 Alternatives to redundancy

13.2.1 Before an employee is made redundant, the NZDF will take fair and reasonable steps to find an alternative position for the employee within the NZDF or the State sector on the same or substantially the same terms and conditions as their existing employment. Where the employee is offered such a position, they will not be entitled to redundancy compensation, whether or not the employee accepts that offer.

13.2.2 Alternatives may include, but are not limited to

- (a) a transfer to another role that is substantially the same on the same or substantially the same terms and conditions of employment (this may or may not require relocation) and/or
- (b) retraining that will be undertaken on whatever terms and conditions the employee or the NZDF may agree at the time.

13.3 Redeployment assistance

13.3.1 If the employee receives notice of dismissal due to their position being made redundant, they will be entitled to redeployment assistance. This may include but is not limited to

- (a) time off to attend interviews and depending on the circumstances, reasonable assistance with travel costs to interviews
- (b) support with outplacement services such as CV preparation and interviewing skills
- (c) financial advice and career planning and/or
- (d) access to Employee Assistance Programme counselling.

13.4 Redundancy compensation

13.4.1 In the event of the employee's employment being ended by way of redundancy, their redundancy compensation will be four months' salary (Seventeen (17) weeks salary).

13.4.2 For avoidance of doubt this excludes all forms of additional remuneration such as

- (a) Salary loading allowance
- (b) Special duties allowance
- (c) Higher duties allowance and
- (d) Remuneration protection allowance.

13.4.3 For the avoidance of doubt redundancy is taxable but not superable.

13.4.4 For the avoidance of doubt, where the employee is entitled to Cessation leave the cessation leave payment will be made in addition to redundancy compensation. Where cessation leave is paid out in addition to redundancy retirement leave is not available.

13.4.5 Redundancy compensation is also not payable where the employee elects to resign from a position declared surplus to requirements prior to the date it is disestablished unless the manager assesses that the employee is highly unlikely to be reassigned in the remaining notice period and approves release of the employee early from employment.

13.5 Technical redundancy

13.5.1 Employees are not entitled to redundancy compensation or any period of notice if they are offered (whether or not the employee accepts that offer) an alternative position in the NZDF or elsewhere in the State sector that is substantially the same, or an alternative position in the NZDF or elsewhere in the State sector that is within their capability, and the offer is made on the same or substantially the same terms and conditions of employment.

13.6 Employee protection provision

13.6.1 This clause is required by s690J of the Employment Relations Act 2000. The purpose of this clause is to provide protection to employees if the NZDF sells, transfers, or contracts out its functions or part of its functions ("restructuring"). If the NZDF is considering doing so this clause applies.

13.6.2 To provide protection of employees' employment during restructuring the following process will be followed

- (a) the employee and NUPE will be notified that restructuring is a possibility as soon as is practicable, subject to requirements to protect sensitive information and
- (b) the NZDF will negotiate with the proposed new employer about the possibility of transferring the employee's employment to them on the same or similar terms and conditions and with continuity of service. The NZDF will endeavour to get the new employer to agree to the employee transferring on this basis.

13.6.3 The employee and NUPE will be informed as soon as is practicable of

- (a) any offer the new employer intends to make to the employee
- (b) the likely dates of transfer and
- (c) the anticipated impact on the employee's employment.

13.6.4 If the new employer offers the employee employment, the employee will be given the opportunity to decide whether or not to transfer on the terms the new employer and the NZDF negotiate.

13.6.5 In the event there is a restructuring and the employee is not offered employment by the new employer, the following process will take place

- (a) the NZDF will advise the employee and NUPE what entitlements are available under the employment agreement with the NZDF and
- (b) the NZDF will consult with the employee to explore any alternatives to redundancy.

SECTION 14 – TRANSITION FROM PART C TO PART B

14.1 Transition

- 14.1.1 An employee may elect at any time to be removed from Schedule C1 of Part C of this agreement. From the date the employee signs and accepts to be removed from Schedule C1 of this agreement, they no longer have any access to any term and condition of employment within Part C of this agreement. From the date the employee signs and accepts to be removed from Schedule C1 of this agreement, they agree to be covered by Part A and Part B only of this agreement.
- 14.1.2 Any employee who appears on Schedule C1 of Part C who subsequently voluntarily applies for a new position shall be made an offer on the basis of Part A and Part B only whether the position applied for has a grade at the same, lesser or higher value than their current position. In accepting the new position the employee shall be deemed to have been removed from Schedule C1 of Part C of this agreement.
- 14.1.3 For those who do agree to transition from Part C to Part B, in their current position or are appointed to a new position on the basis of Part A and Part B only, then the following transition terms and conditions apply.
- 14.1.4 For those who do agree to transition from Part C to Part B, the following terms and conditions apply.

14.2 Sick leave balance

- 14.2.1 The NZDF will carry across the employee's current balance in paid sick leave days. If this balance is greater than 90 days, the employee will not accumulate any further paid sick leave days. In the event that the employee's balance of paid sick leave days falls below 90 days, the employee will then be entitled to ten days per year accumulating to a maximum of 90 days.
- 14.2.2 The effective date for calculating this balance is the date the employee signs and accepts to be removed from Schedule C1 of this agreement and agrees instead to be covered by Part A and Part B only of this agreement.

Example: if a person on Part C had a current sick leave balance of 234 days on transition to Part B, then this balance of 234 days would be carried across as their sick leave balance on Part B. This person would not earn any more sick leave until their sick leave balance fell below ninety (90) days.

14.3 Retiring leave

- 14.3.1 The NZDF will carry across the employee's balance of retiring leave days using the retiring leave tables in Part C of this agreement (if applicable). The value of the retiring leave will be calculated on the salary component of their total remuneration provided in Part B of this agreement. This value will be frozen and will be paid to the employee in the event that they retire.

14.3.2 This calculation excludes all forms of additional remuneration such as

- (a) salary loading allowance
- (b) special duties allowance
- (c) higher duties allowance and
- (d) remuneration protection allowance.

14.3.3 The effective dates for calculating the balance of retiring leave days is their current enlistment date and the date the employee signs and accepts to be removed from Schedule C1 of this agreement and agrees instead to be covered by Part A and Part B only of this agreement.

14.3.4 There shall be no entitlement to any further accumulation of retiring leave from the date the employee agrees to be removed from schedule C1 of this agreement.264. If this lump sum is paid then it is taxable and superable.

14.3.5 If an employee has elected an optional 'buy out' of Retiring Leave based on length of service as at 7 September 2014 in accordance with the 2013 Defence Force and NUPE agreed Terms of Settlement dated 2 August 2013, and later agrees to be removed from Schedule C1 of this agreement, there shall be no entitlement to the transitional Retiring Leave provision set out in this section. A list of employees on Schedule C1 of this agreement who elected an optional 'buy out(s)' are set out in Schedule C2.

14.4 Cessation leave

14.4.1 The Defence Force will carry across the employee's balance of cessation leave days using the cessation leave tables in Part C of this agreement (if applicable). The value of the cessation leave will be calculated on the salary component of their total remuneration provided in Part B of this agreement. This value will be frozen and will be paid to the employee in the event that they are made redundant.

14.4.2 This calculation excludes all forms of additional remuneration such as

- (a) salary loading allowance
- (b) special duties allowances
- (c) higher duties allowances and
- (d) remuneration protection allowance.

14.4.3 The effective dates for calculating the balance of cessation leave days is their current enlistment date and the date the employee signs and accepts to be removed from Schedule C1 of this agreement and agrees instead to be covered by Part A and Part B only of this agreement.

14.4.4 There shall be no entitlement to any further accumulation of cessation leave from the date the employee agrees to be removed from schedule C1 of this agreement.

14.4.5 If this lump sum is paid then it is taxable and superable.



14.4.6 Cessation Leave is only available in the event of an employee's employment being ended by way of redundancy, where redundancy compensation is paid. Cessation Leave is not payable in addition to Retiring Leave.



14.5 Frozen redundancy compensation

- 14.5.1 The Defence Force will carry across the value of the employee's Redundancy Compensation payment using the relevant redundancy formula in Part C of this agreement. This value will be calculated on the salary component of their total remuneration provided in Part B of this agreement.
- 14.5.2 This value will be frozen and will be paid to the employee in the event that the employee becomes eligible for a redundancy compensation payment.
- 14.5.3 The effective date for determining which redundancy formula to use will be the employee's current enlistment date. The effective date for calculating the payment, in terms of length of service will be current enlistment date and the date the employee signs and accepts to be removed from Schedule C1 of this agreement and agrees instead to be covered by Part A and Part B only of this agreement.
- 14.5.4 If the employee becomes eligible for a redundancy compensation payment, the payment made will be the greater of the frozen redundancy compensation payment as set out above, or four (4) months' salary calculated on the salary component of their total remuneration that they are on at the time their position is disestablished and they are made redundant.
- 14.5.5 There shall be no entitlement to any further accumulation of service for redundancy calculation purposes from the date the employee agrees to be removed from schedule C1 of this agreement.
- 14.5.6 At the employee's request, the Defence Force will provide a calculation of the frozen redundancy compensation.
- 14.5.7 If this lump sum is paid then it is taxable but is not superable.
- 14.5.8 If an employee has elected an optional buy out of retirement leave based on length of service at 7 September 2014 in accordance with the 2013 Defence Force and NUPE agreed terms of settlement and later agrees to be moved from schedule C1 of this agreement there shall be no entitlement to the transitional retiring leave provisions set out in this section. A list of employees on Schedule C1 of this agreement who elect an optional buy out are set out in schedule C2.

SECTION 15 – SPECIAL CONDITIONS

15.1 Background

15.1.1 These Special Conditions set out the terms and conditions to Part B of this agreement. Where there is any conflict between any provision of these Special Conditions and any other provision elsewhere in this agreement, the Special Condition will prevail.

15.1.2 These Special Conditions supersede, replace and render null and void any previous Special Conditions entered into by the NZDF and NUPE or its members, in respect to NZDF employees employed in positions within the coverage of these Special Conditions defined in clauses below. The Special Conditions shall not apply to employees who are parties to Schedule C1 of this agreement.

15.1.3 The parties agree that they, (or their nominated representatives), will meet at mutually acceptable intervals to generally discuss the operation of the Special Conditions and/or attempt to mutually resolve any associated problems as and when they arise. In so doing the parties accept that such resolution may not always be possible.

15.2 Review

15.2.1 The parties agree that the Special Conditions within this agreement are reviewable and subject to agreed change where evidence shows there has been enough of an increase or decrease to workplace practices that the terms and conditions agreed to meet the previous levels of workplace practices, are no longer fair and reasonable to either the employee or the NZDF

15.3 Coverage

15.3.1 These Special Conditions shall cover those fixed term or permanent employees of the NZDF who:

- (a) are authorised members of NUPE; and
- (b) are not parties to Schedule C1 of this agreement; and
- (c) are in the positions listed in Appendix 1 of these Special Conditions; and
- (d) have been employed by the NZDF to work within one of the following categories:

15.4 Category 1

- (a) **Communications Centre (Comcen)** and carry out work that has been deemed by the NZDF to be “Rostered/Shift” positions in order to provide Comcen services 24 hours per day, 7 days per week, year round coverage.

15.5 Category 2

- (a) **NZDF Burnham Catering Facilities** and carry out work that has been deemed by the NZDF to be “Rostered/Shift” positions in order to provide catering support services at the site; approved exercises and/or field activities. It is noted that there is not a requirement for all catering staff to work “Rostered/Shifts”. Further, that there are supervisor/manager positions within this area of the NZDF operation that ordinarily work standard business hours and not “Rostered/Shifts”. The provisions of these Special Conditions do not apply in these instances. The Special Conditions is strictly limited to those catering support positions that work as set out in the position descriptions “rostered/shift” work.

15.6 Category 3

- (a) **The Burnham Camp rostered security guard force** and carry out work as set out in the position description for positions that are deemed by the NZDF to be “Rostered/Shift” positions in order to provide 24 hours a day, 7 days a week, 365 days a year coverage to the Burnham Defence area.

SECTION 16 – GENERAL TERMS

16.1 Requirement to work

16.1.1 Position Descriptions may include the requirement to work outside of normal working hours, including holidays and weekends, 7 days a week, 365 days a year to meet NZDF operational requirements. Notwithstanding, NZDF will comply with the provisions of the Employment Relations Act

16.2 Roster management

16.2.1 Overall management of the roster will be provided by the NZDF. Changes will occur after consultation.

16.3 The shift roster

16.3.1 Shift rosters will be implemented for each of the areas defined for Categories 1 and 2 above. Such rosters may be unique to each category in order to address need specific requirements.

16.3.2 For reasons of health, safety and wellbeing, the maximum hourly length of attendance on any specific shift shall as far as practicable be limited to the shift hours defined in the roster.

16.3.3 For genuine, exceptional and/or operational reasons, the roster pattern may be subject to change at short notice. In such cases, the NZDF will consult as much as practicable with the affected employees.

16.3.4 From time to time the NZDF may (amongst other options) request an employee to come in from their rostered days off to make up the staff numbers on rostered shift in accordance with the provisions of the Employment Relations Act.

16.3.5 In recognition of the health and safety requirements associated with operating a roster and the need for Rostered shift staff to have, and take, quality rostered time off, the manager or other authorised manager will as far as practicable operate a priority contact sequence bearing in mind employees' personal circumstances including evidence of fatigue and sick leave usage.

16.4 Rest and meal breaks

16.4.1 Employees working the roster shall be allowed rest and meal breaks in the course of a rostered shift in accordance with the provisions of the Employment Relations Act 2000.

16.5 Leave management

16.5.1 Annual holidays are provided for the purposes of rest and recreation, and this is particularly important in circumstances where a roster is operated. The manager will therefore closely manage and monitor annual leave in discussion with individual employees to ensure that the taking of annual leave is well planned and programmed.

16.5.2 For each rostered shift day that a rostered shift employee takes annual, sick, bereavement, or other approved paid leave in terms of the Holidays Act and/or employment agreement, one days' entitlement will be deducted.

16.5.3 Annual holidays shall be expressed in hours and debited in days.

16.6 Roster allowance

16.6.1 Employees holding a “rostered/shift” position on the rotational roster will receive a roster allowance for working the roster. This Roster Allowance is paid fortnightly as a loading additional to base salary, in 26 equal payments per year. It fully compensates employees for all work carried out on their “rostered shift”, and for all roster and shift associated conditions.

16.6.2 The Roster Allowance will be calculated as a % of base salary, as follows:

Category 1	10%	(based on 2 Comcen staff rostered on)
	7%	(based on 3 Comcen staff rostered on)

Category 2	8%	For catering employees working in designated “rostered/shifts” positions
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Category 3	20%	For the Burnham camp managed rostered security guard force “rostered/shift” positions
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16.6.3 The roster allowance will also be payable during approved annual leave, sick leave, bereavement leave, the NZDF paid parental leave, public and alternative holidays, provided that the employee returns to the duties that attract the roster allowance. Payment of the roster allowance is not to be continued for any period of retiring leave, cessation leave, resigning leave, leave without pay, absence without approval, or when undertaking duties that do not involve the employee working “rostered shifts” as per the normal rotational Roster shift pattern. Where sick leave is for an extended, continuous period of more than 30 calendar days the roster allowance will be paid for up to 30 calendar days.

16.6.4 Should the hours, cycle and pattern of the roster permanently change; the roster allowance will be reviewed to ensure the percentage loading is appropriate to the changed conditions, the amount of work and the rostered time agreed upon.



Appendix 1

Category 1

Covers up to 3 Paralines within the Burnham Comcen Rostered On-Call:

Comcen employees

Category 2

Burnham Catering positions

Employees employed in catering positions deemed to be 'Rostered/Shift' positions

Category 3

Burnham managed rostered security guard force

Employees employed in Burnham security guard force positions deemed to be 'Rostered/Shift' positions





Appendix 2

Medical and Dental care for civilians

NZDF is not mandated nor resourced to provide free medical and dental care for civilian employees.

Employees can access Defence health services in the event of a health emergency. Once the emergency treatment has been completed, any subsequent treatment is to be provided by civilian providers. All associated costs are the responsibility of the individual.

A health emergency is defined as an acute injury or illness that poses an immediate risk to a person's life or long-term health.

SIGNATURES

KEVIN SHORT
Air Marshal
CHIEF OF DEFENCE FORCE

29 March 2021

LES BRYCE
Senior Organiser
NATIONAL UNION OF PUBLIC EMPLOYEES

March 2021



Part C

Part A and Part C of this agreement **does** apply to those NUPE members listed in Schedule C1 (NB: Schedule C1 removed in 2015 for privacy reasons).

The NUPE members listed in Schedule C2 do not have access to the provisions set out in the agreement they elected to 'buy out'. This applies where these provisions are provided for in both Part B and Part C i.e. Retiring and Cessation leave. Part B of this agreement **does not** apply to those NUPE members listed in Schedule C1.

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SECTION 1 - GENERAL INFORMATION

1.1 Collective Agreement

- 1.1.1 A copy of this Collective Agreement is to be available on the Defence Force intranet site. This agreement, together with the Letter of Offer, represents a full record of the terms and conditions of the employee's employment. Where an inconsistency between the Collective Agreement and the Employment Relations Act 2000 occurs, NZDF will comply with the provisions of the Employment Relations Act.

1.2 Variation

- 1.2.1 Any variation of the provisions in Part C may be varied at any time while it remains in force with the written agreement of the employer, NUPE, and the employee(s) specifically affected by this variation.

1.3 Equal employment opportunities

- 1.3.1 The parties are committed to the principle of equality of employment opportunity. All terms and conditions of employment are to be implemented on that basis and in particular noting the requirements of Sections 59 and 61 of the Defence Act which are set out in Appendix 3 to this Collective Agreement.
- 1.3.2 **Equal opportunity in employment is NZDF policy:** The policy is a systematic approach to identifying and eliminating discrimination in the workplace. This requires all current personnel policies, practices, structures and procedures to be examined in light of Equal Employment Opportunity policies.
- 1.3.3 **Childcare Facilities:** The employer recognises the importance of good quality childcare facilities being readily available to employees.

1.4 General definitions

- 1.4.1 **"Last Day of Duty"** The last day actually worked before an employee proceeds on leave, resigns, retires, etc., i.e. the day the employee ceases work.
- 1.4.2 **"Last Day on Pay"** The last day that the employee was or will be paid to, i.e. did not or will not actually work on that day but is entitled to be paid for on account of leave, etc., owing.
- 1.4.3 **"Casual employee"** An employee who is engaged on an 'as and when required' basis and whose employment is therefore intermittent or on an irregular working pattern.
- 1.4.4 **"Fixed term employee"** An employee who is employed for a defined task or project of a fixed term or limited time period. The conclusion of this time period may end at the close of a specified date or period; or on the occurrence of a specified event, or the conclusion of a specified project.
- 1.4.5 **"Permanent employee"** An employee who undertakes work that is on-going and who has been employed on the basis of an on-going expectation of employment.

SECTION 2 - SALARY AND TERMS OF EMPLOYMENT

2.1 Categories of employment

- 2.1.1 Permanent employees engaged under the terms of this agreement by the employer may work either full or part time.
- 2.1.2 The employer may engage part time employees where the work is on-going and less than full time hours under the terms of this agreement.

2.2 Banding

- 2.2.1 The employer shall determine the most appropriate salary band for each position.
- 2.2.2 The NUPE CEA (Part C) salary table is effective as follows:

Effective from 11 February 2021 the following Salary Table applies:

NUPE CEA (Part C) Salary Table

*This table applies to the NUPE CEA PART C employment agreement

Grade	Pay Step / Percentage of Midpoint									Grade
	01	02	03	04	05	06	07	08	09	
	85.00%	87.50%	90.00%	92.50%	95.00%	97.50%	100.00%	102.50%	105.00%	
00						47,168	47,602	48,767	49,932	00
10				47,168	48,196	49,438	50,680	51,922	53,164	10
11		47,168	47,730	49,028	50,326	51,624	52,922	54,220	55,518	11
12	48,746	50,151	51,555	52,959	54,363	55,768	57,172	58,576	59,981	12
13	52,303	53,812	55,320	56,829	58,338	59,847	61,356	62,865	64,374	13
14	56,314	57,941	59,568	61,194	62,821	64,448	66,075	67,702	69,079	14
15	60,640	62,394	64,149	65,903	67,657	69,161	70,915	72,669	74,423	15
16	65,306	67,197	68,839	70,730	72,621	74,513	76,411	78,320	80,231	16

Effective from 5 January 2022, the following Salary Table applies:

NUPE CEA (Part C) Salary Table

*This table applies to the NUPE CEA PART C employment agreement

Grade	Pay Step / Percentage of Midpoint									Grade
	01	02	03	04	05	06	07	08	09	
	85.00%	87.50%	90.00%	92.50%	95.00%	97.50%	100.00%	102.50%	105.00%	
00						48,368	48,802	49,967	51,132	00
10				48,368	49,396	50,638	51,680	52,922	54,164	10
11		48,368	48,930	50,228	51,326	52,624	53,922	55,220	56,518	11
12	49,946	51,151	52,555	53,959	55,363	56,768	58,172	59,576	60,981	12
13	53,303	54,812	56,320	57,829	59,338	60,847	62,356	63,865	65,374	13
14	57,314	58,941	60,568	62,194	63,821	65,448	67,075	68,702	69,829	14
15	61,640	63,394	65,149	66,903	68,657	69,911	71,665	73,419	75,173	15
16	66,306	68,197	69,589	71,480	73,371	75,263	77,175	79,103	81,033	16

- 2.2.3 Progression within the salary band structure, including the interim steps to be determined by performance as measured by NZDF's performance management system (PDP) and by the NZDF salary review process.

2.3 Payment of salaries and wages

- 2.3.1 Salaries and wages shall be paid fortnightly by way of direct credit on receipt of the appropriate written authority from the employee. In the event of a direct credit not being able to be actioned, the amount due to the employee shall be paid direct to the employee by cheque.
- 2.3.2 The employer shall provide to each employee written advice of the gross pay and deductions made each time the employee's gross pay or any deduction is altered.

2.4 Part time employees

- 2.4.1 Wages/salaries and allowances will be paid to part time salaried employees on a pro-rata basis in accordance with hours worked.
- 2.4.2 Reimbursing allowances will not be paid on a pro-rata basis but will be paid at the full rate.
- 2.4.3 Progression will be the same as for full time employees.

2.5 Salary deductions

- 2.5.1 The employer shall be entitled to make a deduction from the salary or wages of an employee:
- (a) Pursuant to the Wages Protection Act 1983 with the required notice being given to the employee;
 - (b) At the employee's written request.

2.6 Standards of integrity and conduct

- 2.6.1 The minimum standards of integrity and conduct applicable to NZDF civil staff are set out in the **NZDF Code of Conduct** which is issued in terms of Section 60 of the **Defence Act 1990**.
- 2.6.2 The employee must be advised of their right to request representation at any stage. The employee must be advised of the corrective action required to amend their conduct and given a reasonable opportunity to do so.
- 2.6.3 Before any substantive disciplinary action is taken, an appropriate investigation is to be undertaken by management.
- 2.6.4 Employees aggrieved by any action taken by the employer must be advised of their right to pursue a grievance in terms of the personal grievance procedures as set out in **Part 9 of the Employment Relations Act 2000**.

2.7 Notice of termination

2.7.1 Notice of termination shall be as follows:

- (a) For **permanent** employees one calendar months' notice of termination of employment shall be given by either party except as provided below in (c) and (d).
- (b) For **fixed term** employees, employment will cease on the expiry date/event defined in the employment offer.
- (c) Notwithstanding the above, in the case of serious misconduct the employer may dismiss any employee with a lesser period of notice or without any period of notice on the completion of the requirements set out in 2.6.3 above.
- (d) For **permanent** and **fixed term** employees the notice periods specified in (a) and (b) above respectively may be varied by mutual agreement of the employer and employee.

2.8 Retirement

2.8.1 Retirement is the permanent cessation of regular paid employment. An employee may retire:

- (a) Voluntarily.
- (b) On medical grounds.
- (c) By agreement between the employer and the employee.
- (d) For clarity, unless the employee retires on any one of the above grounds, then the employee is not entitled to retiring leave.

2.9 Abandonment of employment

- 2.9.1 Where the employee is absent from work for more than five (5) consecutive working days without notification to or approval from the employer, the employee shall be deemed to have terminated employment without notice. However, where the employee was unable, through no fault of their own to notify the employer, the employee shall not be deemed to have abandoned the employment. In the event of any dispute, the matter shall be dealt with under the 'employment relationship problems' section in Part A of this agreement.

2.10 Pay review

- 2.10.1 An employee's manager will review the employee's salary at least annually, usually at 1 July each year. NZDF will use the PDP tool identified in the HR toolkit and the approved NZDF salary review process to enable a quantitative and qualitative performance review to ensure the employee's salary reflects the value of the employee's contribution, performance, and the requirements of the position. There should be no expectation of a salary increase following any such review.
- 2.10.2 Fixed term employees whose period of employment is for 12 months or less will not have a salary review. Instead the employee's salary will be fixed for the entire period of the fixed term employment.
- 2.10.3 Fixed term employees whose period of employment is in excess of 12 months will be subject to a salary review, at least annually.

SECTION 3 - HOURS OF WORK AND RELATED PROVISIONS

3.1 Hours of work

3.1.1 Subject to the Public holidays prescribed in this Collective Agreement employees' hours of work shall ordinarily be 40 hours per week or 8 hours per day, from Monday to Friday inclusive, between 7am and 6pm daily, with not more than 1 hour for lunch each day, provided that:

- (a) Where the employee is employed part time, the employee shall observe such hours as agreed with the employer;
- (b) The employee will, wherever possible, be granted the opportunity of working flexible working hours. "Core" hours for the employee, where permitted to work flexible working hours, are between 9.00 a.m. and 3.30 p.m. daily with a lunch break of between 30 minutes and 2 hours which is to be taken between the hours of noon and 2.00 p.m.;
- (c) The hours of work of an employee may be reduced by the employer, at the employee's request.

3.1.2 Any variation is by agreement of the affected parties, and NUPE if requested, and will be in writing. Unless otherwise agreed, any variation would not result in any employee receiving less than their ordinary pay for a normal working week.

3.1.3 **Shift work hours:** Employees may be employed on shift work hours. Shift employees shall work 40 hours per week to be worked in five shifts of 8 hours each, on any days of the week, as detailed below:

- (a) Duty rosters for employees shall be arranged after consultation so as to provide wherever possible for 2 consecutive days off duty in each calendar week; and notices of rosters showing days off for each week shall be posted on staff notice boards or otherwise advised to employees at least 14 days before the first day to which the roster applies;
- (b) **Ordinary hours of work in any shift:** The ordinary hours of work in any shifts, excluding meal breaks, shall be rostered between the minimum of 4 hours and maximum 11 hours and shall average, over the whole roster period, 8½ hours per shift.
- (c) **Allocation of shifts:** Where shifts are worked these shall be shared as equitably as possible on a rotational basis arranged by the employer in consultation with the **employees** engaged in the particular duties concerned, **provided** that the limitations imposed by training, work experience and requirements of the service shall be taken into consideration in the allocation of any work or duty.
- (d) **Exchange of shifts:** With supervisor approval, employees may, by mutual arrangement exchange shifts, or the employee may arrange for representation by a suitable substitute in any shift within the roster period, in which case time worked by the substitute employee shall be recorded as the working time of the rostered employee, and any working time penalty payment accruing shall be determined in relation to the working time and earnings entitlement of the rostered employee.

- (e) **Duty time before and after rostered days off:** Supervisors are to ensure that shifts terminate at a reasonable hour preceding rostered off duty days and commence at a reasonable hour following a rostered off duty day. In general, shifts should terminate before 7.00 p.m. prior to an off duty day and commence after 6.00 a.m. after an off duty day. If it is not practicable to terminate a shift before 7.00 p.m. a corresponding adjustment should be made to the commencing time of the shift following the off duty days.
- (f) **Minimum hours off between rostered shifts:** The minimum off duty period between the rostered finishing time for any shift and the commencing time for the following shift shall be 10 hours provided that if extended duty or recall duty is worked, rendering the break to less than 9 consecutive hours, a 9 hour break penalty shall apply as if there had been no break at all.
- (g) **Maximum period of attendance:** In any working period, attendance on duty shall be limited to a maximum of 12 hours including meal breaks. No maximum shall apply in an emergency involving safety to life or property.
- (h) **Meal break:** In every shift of more than 5 hours duration, provision shall be made for employees to have a meal. Such provision shall be achieved either by rostering a defined meal break of not less than 30 minutes or not more than one hour, or alternatively, by permitting the employee to have a meal on the job, without deduction of time, **provided** this can be achieved without affecting the effective performance of duty. If unforeseen circumstances preclude release from duty at the time rostered for a meal break, release shall be granted as close to the rostered time as possible. If release is not possible an employee shall be paid an extra payment of T 0.5 rate until so relieved.
- (i) **Extended duty:** An employee may be required to perform extended duty either by commencing work before the rostered commencing time of shift, or by continuing working beyond the rostered finishing time of a shift. Where this occurs, the appropriate overtime, is to be paid.
- (j) **Emergency situations:** At any time prior to commencement of duty, rosters may be varied to meet the requirement of an emergency situation.
- (k) In all circumstances, NZDF will comply with the provisions of the Employment Relations Act 2000.

3.2 Rest breaks

- 3.2.1 The employee shall be allowed two rest breaks of 10 minutes each, during each period of duty at times specified by the employee's supervisor.

3.3 Payment for working on a Public Holiday and days in lieu provisions

3.3.1 Payment for working on a Public Holiday and Alternative Day provisions where the employee does not regularly work overtime.

Day	Overtime:
Saturday/Sunday	T1.5 for all overtime
Public Holiday	T1.5 and an alternative day leave
Monday – Friday	T1.5 for all overtime

3.3.2 The table set out at clause 3.3.1 does not apply where the employee is working overseas. Specific arrangements for payments for working on a Public Holiday will be agreed with the employee prior to departure.

3.3.3 The table set out at clause 3.3.1 does not apply to Burnham Catering (Category 2) employees covered by a Roster Allowance.

3.4 Overtime

3.4.1 Overtime is defined as any additional hours required by the employer to be worked after the completion of 8 hours at ordinary time rate on any one day or after the completion of 40 hours at ordinary time rate in any one week, **provided** that:

- (a) Where the employee is on flexible working hours, the employee may be paid overtime regardless of the starting time after completion of 8 hours at ordinary time rate on any one day; and
- (b) No overtime payments will be applicable where the employee receives an allowance in lieu of overtime and
- (c) No overtime payments will be applicable where equivalent time off has been mutually agreed between the employer and the employee in advance. Such time off shall be granted on the basis of 1 hour off for 1 hour worked by mutual agreement between the employer and the employee; and
- (d) Where equivalent time off (TOIL) has been mutually agreed, the manager must ensure an appropriate local record is kept and that sufficient provision is made for the TOIL to be taken within three months of the time in which it was incurred.

3.4.2 Clause 3.4.1 above does not apply where the employee is working overseas. Hours of work will be agreed with the employee prior to departure.

3.4.3 Clause 3.4.1 does not apply to Burnham Catering (Category 2) employees covered by a Roster Allowance.

3.4.4 For employees above the overtime eligibility limit set out in clause 3.9, where there is an NZDF identified need for work of a sustained or high level of additional hours, then the parties may agree to a local solution based on the following principles:

- (a) The required output and timeframe is defined;
- (b) Other options such as job-share, use of temporary staff, or outsourcing have been considered and excluded;
- (c) Planning for rest and recuperation breaks is included to occur during, or as soon as possible after, the additional work is concluded;
- (d) The agreement is to apply for the defined need to a maximum of six months, however and agreement can be reviewed and extended;
- (e) NZDF approval is required at the Branch Head or Formation Commander level, or as delegated by these personnel;
- (f) Agreed mechanisms may include overtime, allowance in lieu of overtime, TOIL, but must not include Special Duties Allowance;
- (g) All agreements, once established, must be lodged with the AC Personnel NZDF Headquarters and the NUPE Organiser for NZDF.

3.5 Overtime rates

3.5.1 Employee does not regularly work overtime:

- (a) Where the criteria set out in clause 3.4 are met, overtime rates will be paid at the rate of time one and a half (T1.5) for all overtime hours worked.
- (b) For the calculation of overtime, salary and wages are deemed to include special duties allowance.
- (c) Where an allowance in lieu of overtime is approved, it will be payable during periods of annual leave, sick leave and special leave on pay, provided that the employee returns to the duties that attract the allowance. Payment of the allowance is not to be continued beyond one month of absence, nor is it payable for any period of retiring leave, leave without pay or long service leave.

3.6 Call-back

3.6.1 Employees shall be paid for a minimum of 3 hours, at the appropriate rate, where an employee:

- (a) Is called back to their place of employment after:
 - (1) having completed their day's work or shift; and
 - (2) left their place of employment; or
- (b) Is called back before their normal time of starting work and does not continue working until such normal starting time, **except** that:
 - (1) Call-backs commencing and finishing within the minimum period covered by an earlier call-back shall not be paid for; and
 - (2) 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.

3.6.2 Where an employee is contacted outside of work hours to fix a problem that does not necessitate the employee reporting to the workplace a minimum payment of one hour at time one will be made.

Note: Call-back does not apply to Burnham Comcen (Category 1) employees covered by a Roster Allowance.

3.7 Minimum break between spells of duty

3.7.1 Employees shall, wherever practicable, be allowed a minimum break of 9 consecutive hours between spells of ordinary hours of duty or between two periods of duty of a full shift or more. The penalty payment provisions of this clause will not apply in any case where the result would be to give employees a lesser payment than what would otherwise have been received.

3.7.2 Periods of a full shift or more 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.

3.7.3 The requirement to provide a break wherever possible applies whether or not any additional penalty payment will apply under the provisions of this clause.

3.7.4 If a break of at least 9 continuous hours cannot be provided between periods of qualifying duty, the duty is to be regarded as continuous until a break of at least 9 continuous hours is taken and it shall be paid at overtime rates, with proper regard to the time at which it occurs and the amount of overtime which precedes it. Any overtime payable in terms of this provision shall apply from the time the employee returns to duty. Time spent off-duty outside ordinary hours shall not be payable.

3.7.5 Time spent off duty during ordinary hours solely to obtain a 9 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.

Note: 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 9 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.

3.8 Limits on payment of overtime

3.8.1 Unless specifically excluded or subject to variation the provisions below shall apply to all employees.

3.8.2 **Limit on Eligibility:** An employee in receipt of a salary higher than the maximum of band E12 (including Special Duties Allowance) is not entitled to overtime payments.

SECTION 4 - HOLIDAYS AND LEAVE PROVISIONS

4.1 Public holidays

4.1.1 Every employee shall be granted the following holidays on pay **provided** that where the employee is employed part time, Public holidays shall be granted only where the day concerned is a day normally worked by the employee.

4.1.2 Public Holidays: The following days shall be observed as Public holidays:

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

4.2 Holidays falling during leave or time off

4.2.1 **Leave on pay:** Where a Public holiday falls during a period of annual leave, sick leave on pay or special leave on pay, an employee is entitled to that holiday which is not to be debited against such leave.

4.2.2 **Leave without pay:** An employee shall not be entitled to payment for a Public holiday falling during a period of leave without pay.

4.2.3 **Leave on reduced pay:** An employee shall be paid at the reduced rate for a holiday falling during a period of leave on reduced pay.

4.2.4 **Off duty days:** If a Public holiday falls on an employee's day off, the employee shall be granted equivalent time off, **except** in the case when the off duty day is either ANZAC Day or Waitangi Day, being observed on a Saturday or Sunday, when a day in lieu shall not be granted.

4.3 Annual leave

4.3.1 **Permanent** employees, whose period of employment is for greater than 12 months, will accrue annual leave for all time worked on the following basis:

- (a) Employees will accrue annual leave of 5 weeks per year;
- (b) Part time employees shall accrue annual leave as prescribed above. Salary during leave will be paid at the same rate that would be paid for the usual working week;
- (c) Subject to approval, employees may anticipate up to **one year's** annual leave entitlement subject to refund on resignation if necessary.

- 4.3.2 Except as specifically provided, where the employee has been absent on special leave with or without pay in excess of 35 consecutive days (including Saturdays and Sundays) in one or more periods in any leave year, employee's annual leave entitlement shall be reduced on a proportionate basis in accordance with the following table:

Length of absence incl. Sat, Sun in any leave year	Annual leave entitlement to be reduced by number of working days shown
Five-day week	5 Weeks Annual Leave
0 – 35	2.5
36 – 71	5.0
72 – 107	7.0
108 – 143	8.0
144 – 179	12.5
180 – 215	15
216 – 251	17
252 – 287	19.5
288 – 323	22
324 – 359	24.5
360 – 365	25

- 4.3.3 The employer may direct the employee to take annual leave, but as far as practicable the employee's wishes in the matter are to be considered and noted.
- 4.3.4 For the purposes of annual leave, the employer will recognise previous continuous civilian service with the NZDF, **provided** that this service ended within three months of the date of the current appointment. Service which has been included for the calculation of severance (or similar) payments on the termination of such previous employment will not be recognised.

4.4 Sick leave

- 4.4.1 **Permanent** employees shall be granted 10 days sick leave per year, which can be accumulated up to a maximum of 400 days.
- 4.4.2 Sick leave shall be paid at ordinary base rates (T1.0 only), **provided** that where the employee is employed part-time, the employee shall be paid for sick leave at ordinary base rates (T1.0 rate only) that would be paid for the usual working week.
- 4.4.3 Sick leave without pay may be granted on production of a medical certificate.
- 4.4.4 Sick leave is to be computed in half or full working days. No deduction will be made for absences of less than two hours.
- 4.4.5 The employer may decide that sick leave on pay of any special nature shall not be included in the aggregate of sick leave taken; but such leave is to be noted on the employee's leave record.

- 4.4.6 Where absence on sick leave, whether with or without pay, extends beyond 5 consecutive days, the employee must produce to the employee's supervisor a medical certificate stating the probable period of absence. The certificate is to be signed by a registered medical or dental practitioner. If the employee wishes to resume duty prior to the date indicated on the certificate, a further certificate from the same practitioner agreeing to this is to be produced before the employee is actually permitted to resume duty.
- 4.4.7 Where the employee is absent on sick leave is suspected of being absent from duty without sufficient cause, the employee may be directed to submit to medical examination by a registered medical practitioner. The employer may issue the direction for the examination, nominate the medical officer and if warranted, approve a refund of expenses incurred by the employee in complying with this provision.
- 4.4.8 Where sickness occurs during annual or long service leave, the employer may permit the period of sickness to be debited against sick leave entitlement **except** where the sickness occurs during leave following termination of employment.
- 4.4.9 The employer may permit the employee to anticipate up to 5 days of the employee's sick leave entitlement for the following year; **provided** that the necessary adjustments shall be made to final pay should the employee resign before the next entitlement falls due.
- 4.4.10 For the purposes of sick leave, the employer shall recognise previous continuous civilian service with the NZDF, **provided** that this service ended within three months of the date of the current appointment. Service which ended in a severance (or similar) payment on the termination of such previous employment will not be recognised.
- 4.4.11 Employees are entitled to take up to 5 days leave on pay per year as a charge against sick leave entitlement where the employee must be absent from work to attend to a member of the household who through illness becomes dependent on the employee. The employee may be granted more than these 5 days per year at the discretion of the employer. The provisions of clause 4.4.5 and 4.4.6 may also apply.
- 4.4.12 Absences during or in connection with the birth of the employee's child should be covered by leave without pay, parental leave, annual leave or anticipated annual leave.
- 4.4.13 **Use of sick leave for non-work accidents:** Employees may be granted leave on pay as a charge against sick leave entitlement for the first week of non-work injuries.

4.5 Parental leave and employment protection

- 4.5.1 **Parental leave:** **Permanent** employees whose period of employment has been less than 12 months shall not be eligible for parental leave. **Permanent** employees with less than 12 months' service with the NZDF shall be entitled to up to 26 weeks' unpaid leave as parental leave in respect of any child born to, or child under the age of 5 years adopted by an employee or his or her partner. For **permanent** employees, on completion of 12 months' service the 26 week entitlement described above shall increase to 52 weeks.



- 4.5.2 In addition, for those employees entitled to parental leave:
- (a) A female employee shall be entitled to up to 10 working days special unpaid leave for reasons connected with her pregnancy.
 - (b) A male employee shall be entitled to up to 10 working days special unpaid leave within a period beginning 3 weeks before the expected date of the birth or adoption and concluding 3 weeks after the birth or adoption.
- 4.5.3 Where two or more children are born or adopted at the same time, the leave shall be calculated as if only one child had been born or adopted.
- 4.5.4 **Notice of parental leave:** Where an employee proposes to take such leave, one month's written notice is required, wherever possible. Appropriate medical certificates are to be provided on request certifying the pregnancy and expected date of delivery. The leave may commence at any time within six weeks of the expected date of delivery or adoption, or earlier on medical advice. Leave taken earlier than a date six weeks before the expected date of delivery or adoption shall not count against the parental leave entitlement.
- 4.5.5 Within 21 days of receiving written notice of the employee's intention to take parental leave the employer shall provide the employee with written advice on the intended status of their position over the leave period.
- 4.5.6 **Parental leave payment:** Where an employee, being entitled to parental leave of up to 52 weeks returns to work before or on expiry of that leave, the employee will be entitled, on completion of a further six months' continuous service, to a payment equivalent to base salary for 30 working days. The payment will be at the rate applying for 30 working days immediately following the cessation of duty, including any backdated salary adjustment, and will be at the normal percentage of employment applying at the time of ceasing duty providing that the Parental Leave taken was for six weeks or more. For periods less than six weeks, the parental leave payment shall be on a pro rata basis.
- 4.5.7 Where both of the prospective parents are employed in the NZDF, only one parental leave entitlement will be available, but may be shared between them consecutively or concurrently. In the case of the payment provided for in 4.5.6 above only one payment will be available to be paid as they shall elect.
- 4.5.8 **Return to work from parental leave:** Subject to giving one month's notice of their intention to return to work from parental leave an employee will be entitled to resume work in the same or similar position as that occupied at the time of commencing the leave. "Similar" in this context means at the same salary, in the same location or another location within reasonable commuting distance and with comparable duties and responsibilities.



- 4.5.9 If the employer is unable to keep the employee's position open because a temporary replacement is not reasonably practicable due to the key position occupied by the employee (as defined by s41(2) of the Parental Leave and Employment Protection Act 1987 which includes consideration of the size of the organisation, the training and skills required in the position, and whether it is practical to fill the position on a temporary basis) and if the same or a similar position is not available when an employee wishes to return to work, the employer may approve an extension of parental leave of up to 12 months until the same or similar position becomes available, or if the employee agrees, an appointment to a different or lesser paid position.
- 4.5.10 **Surplus staffing situation:** In the event that an employee's position ceases to exist while the employee is on parental leave, or any extended period of parental leave, the provisions of clause 7.4 of this Collective Agreement shall apply.
- 4.5.11 **Re-entry after absence due to childcare:** Should an employee resign from the NZDF to care for pre-school children and is successful in obtaining a permanent position in NZDF within four years of that resignation, the period of absence will not count as part of continuous service, but will not break service.

4.6 Paid parental leave

- 4.6.1 The Parental Leave and Employment Protection (Paid Parental Leave) Amendment Act 2002 provides for an entitlement of up to 26 weeks' paid parental leave for eligible employees.
- 4.6.2 To be eligible to receive paid parental leave, an employee must:
- (a) Be in paid employment with the same employer for at least an average of 10 hours a week for the 12 months prior to the date of birth or expected adoption date; and
 - (b) Have worked at least one hour per week or 40 hours per month, for that employer during that period; and
 - (c) Not have been on parental leave during the year ending at the expected date of delivery of the child.
- 4.6.3 The payment replaces 100% of previous earnings up to the Inland Revenue Department (IRD) maximum per week (before tax), for jobs that the parent takes/qualifies for parental leave from.
- 4.6.4 The paid parental leave payments are administered by IRD and are subject to taxation.
- 4.6.5 In the case of a birth, the primary eligibility for paid parental leave lies with the mother. Where both parents meet the eligibility test, then the payment can be shared between them. However, if the mother is not eligible, then her partner cannot access the payment.
- 4.6.6 In the case of adoption, the adoptive parents can choose who has the primary eligibility for paid parental leave – that parent may then transfer part of the entitlement to the other parent.
- 4.6.7 Further information is available through the local HR Advisers, Ministry of Business Innovation and Employment NZ website at <http://www.employment.govt.nz/leave-and-holidays/parental-leave> or the Employment NZ Info Line on 0800 20 90 20. To the extent of a lesser entitlement provided in Part C of the NUPE CEA, the provisions of the Parental Leave and Employment Protection Act 1987 and Parental Leave and Employment Protection Amendment Act 2016 will apply.

4.7 Special leave with or without pay

- 4.7.1 The employer may grant an employee special leave with or without pay. If the special leave is without pay the employee shall take any accrued Annual Leave due before the period of special leave commences. Placement on return from special leave of more than one month is conditional on a suitable vacancy. In the event that the employee cannot be placed in employment on return the employee will be given one month's notice in writing that employment is to be terminated.

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

4.8 Long service leave

- 4.8.1 Employees who have completed 10 years' continuous service may be granted, once only subject to agreement on timing, 2 weeks' long service leave **provided** that where the employee works part-time or reduced hours, the employee is to receive a pro rata reduction of pay but not of time during long service leave. Long service leave must be taken in blocks of no less than 5 days, and the full entitlement within 5 years of qualification.
- 4.8.2 Employees who have completed 15 years' continuous service may be granted, once only, subject to agreement on timing, 2 weeks' long service leave **provided** that where the employee works part-time or reduced hours, the employee is to receive a pro rata reduction of pay but not of time during long service leave. Long service leave must be taken in blocks of no less than 5 days, and the full entitlement within 5 years of qualification.
- 4.8.3 Employees who have completed an additional 5 years' continuous service (i.e. at the 20 year mark), will be granted, once only, subject to agreement on timing, 1 week's long service leave **provided** that the same qualifications referred to in clauses 4.8.1 and 4.8.2 above also apply.
- 4.8.4 Employees who have completed an additional 5 years' continuous service (i.e. at the 25 year mark), will be granted, once only, subject to agreement on timing, 1 week's long service leave **provided** that the same qualifications referred to in clauses 4.8.1 and 4.8.2 above also apply.
- 4.8.5 The entitlements set out in 4.8.3 and 4.8.4 available at 20 and 25 years' continuous service are not additional to any entitlement already earned or taken by employees previously eligible at the 30-year mark.
- 4.8.6 For the purposes of long service leave, the employer will recognise previous continuous civilian service with the NZDF, **provided** that this service ended within three months of the date of the current appointment. Service which has been included for the calculation of severance (or similar) payments on the termination of such previous employment will not be recognised.

4.9 Leave for military training

- 4.9.1 Leave of absence may be granted to enable employees to undertake military training as follows:
- (a) Up to 12 weeks' leave for initial training; and
 - (b) Up to 4 weeks' leave a year thereafter.
- 4.9.2 In taking leave an employee may elect to receive NZDF pay or to take annual leave or leave without pay. If the employee elects to take NZDF pay, the employee shall refund to the employer the ordinary hours payments from the Armed Forces.
- 4.9.3 The **Volunteers Employment Protection Act 1973** shall apply.

4.10 Bereavement leave/Tangihanga leave

- 4.10.1 **Permanent and fixed term** employees from the start of employment shall be entitled bereavement leave on full pay to discharge his/her obligations and/or to pay their respects to a deceased person with whom they 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).
- 4.10.2 In granting time off the employer must administer these provisions in a culturally sensitive manner, taking into account:
- (a) The closeness of the association between the employee and the deceased. **Note** that 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.
 - (d) Reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel.
 - (e) 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 will be given immediately, but may be given retrospectively where necessary.
 - (f) If paid special leave is not appropriate, then annual leave or leave without pay should be granted.
- 4.10.3 If a bereavement occurs while the employee is absent on paid leave such as annual leave, sick leave on pay, long service leave (except where this is taken after termination of duty), then such leave may be interrupted and bereavement leave granted.

4.11 Jury service and witness leave

- 4.11.1 An employee shall be granted paid leave for jury service. Expenses may be retained by the employee but all juror's fees are to be paid to the employer unless the employee elects to take annual leave or leave without pay in which case the fees may be retained.
- 4.11.2 Where an employee is called as a witness in a private capacity for a Criminal or Traffic case up to 3 days paid leave may be granted. The employee is to recover fees and expenses from the party calling the witness, and repay the fees to the employer.
- 4.11.3 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.



4.12 Leave for other purposes

4.12.1 The employer may approve paid leave for attendance at the following:

- (a) Meetings of Boards, Councils and Committees where:
 - (1) the employee has been appointed by Ministerial appointment;
 - (2) the employee can be released from the employee's duties; and
 - (3) there is no conflict of interest; and
 - (4) any remuneration received will be refunded to the employer.
- (b) Conferences or courses sponsored by the Ministry of Civil Defence;
- (c) Conferences and Conventions of benefit to the NZDF; and
- (d) Outward Bound courses.

4.13 Accident leave

4.13.1 Accident leave is granted pursuant to the **Accident Compensation Act 2001**.

4.13.2 If the employee is temporarily unable to perform normal duties, the employee may be asked to perform other duties which are within the employee's capabilities for the duration of the incapacity.



SECTION 5 - ALLOWANCES AND EXPENSES

5.1 Special duties allowance

- 5.1.1 The employer shall approve payment of a Special Duties Allowance where an employee is required to undertake duties or responsibilities not normally associated with the employee's position. To be eligible such duties must be undertaken in excess of 5 consecutive working days and must form a significant proportion of the employee's weekly work requirements and must be of greater value than the functions of the employees permanent position.
- 5.1.2 Where overtime is not payable, a payment may also be granted in acknowledgement of unusually long or irregular hours being worked.
- 5.1.3 Where the special duties arise from the employee undertaking full duties and responsibilities of a more senior position, the allowance shall be no less than the lower of:
- (a) 6.5% of the acting employee's current salary; or
 - (b) The difference between the acting employee's current salary and the salary that would apply if the acting employee were to be permanently appointed to the higher position. A proportion of the full difference is payable where the full duties of the position are not undertaken.
- 5.1.4 Where an employee is promoted to a position that the employee has previously undertaken full duties and responsibilities of, and been paid Special Duties Allowance for, then the appointment to that position may be backdated to the date the higher duties were taken up.

5.2 Meal allowance

- 5.2.1 An employee may be reimbursed, on production of a receipt as required by the supervisor, the actual and reasonable costs incurred for a meal up to the limit specified in DFO 5, Chapter 6, Annex A, in the following circumstances:
- (a) Where an employee is absent from the normal place of work and circumstances make it unreasonable to have lunch on the premises where the employee is working;
 - (b) Where an employee is required to have a meal with a business associate or a client of the NZDF; or
 - (c) Where the return of an employee to their normal place of work is unduly delayed because of official duties.
- 5.2.2 **Overtime:** Unless otherwise provided, an employee who has been directed to work not less than 2 hours' overtime after a break of at least ½ hour and who has had to buy a meal which would not otherwise have been bought, the employee shall be reimbursed, on production of a receipt, the actual and reasonable cost incurred for the meal allowance at a rate up to the limit specified in DFO 5, Chapter 6, Annex A.

5.2.3 **Shift workers:** A shift worker meal allowance, at the rate specified in DFO 5, Chapter 6, Annex A will be paid where the rostered shift is more than 8 hours and where the period of work, excluding any break, has been extended to more than 1 hour beyond the rostered finish of the shift provided that no allowance will be paid where a meal is provided by the employer.

5.2.4 Where the rates specified in DFO 5 are insufficient to meet meal expenses, detailed in this 'meal allowance' section, the employee may be reimbursed additional costs over and above the limits specified where receipts are produced, and approval is granted by the employee's manager as actual and reasonable.

5.3 Morning, midday and afternoon tea

5.3.1 All employees are to receive free tea, coffee, milk and sugar for morning, midday and afternoon tea breaks.

5.4 Standby allowance

5.4.1 From time to time the employer may approve standby allowance for a particular position, and an employee in that position who is instructed by his/her supervisor to be on call for duty shall be paid a standby allowance at the appropriate rate specified in clause 5.4.2. The payment of this allowance must be approved prior to the period of standby taking place. This does not apply to Burnham Comcen (Category 1) employees receiving a Roster Allowance.

Note: Payments for work carried out while on standby will be set out in clauses 3.4 Overtime, 3.5 Overtime Rates, and 3.6 Call-back as appropriate.

5.4.2 The standby allowance rates shall be:

- | | | |
|-----|--------------------------|--|
| (a) | Weekdays | \$ 9.75 a night 5.00 p.m. to 8.00 a.m. |
| (b) | Saturday, Sunday, Public | \$ 26.26 a day 8.00 a.m. to 5.00 p.m. |
| (c) | Weekly Payment | \$ 120.00 |

5.4.3 Where the employee is required to be on standby on a Public Holiday, the employee shall be given a day off in lieu at ordinary rates.

5.5 Reimbursement of expenses incurred in caring for dependants

5.5.1 Where an employee attends a course or is travelling on official business or is required to work abnormal hours, the employer has the discretion to approve the actual and reasonable cost of expenses incurred by the employee in caring for dependants where the situation is such that the employee cannot make alternative arrangements for the care of the employee's dependants without incurring extra expenses.

5.6 Refund of driving licence fee

- 5.6.1 The employer may refund the cost of a specialist driver's licence fee where an employee, who does not require a driver's licence for private use, is required to drive a NZDF vehicle on official business.

5.7 Annual practice fees

- 5.7.1 The employer shall approve payment of admission fees, registration and annual practice fees where the qualification or holding of a practising certificate is necessary to enable the employee to carry out the employee's duties fully.

5.8 Transfer and relocation provisions

- 5.8.1 Where **permanent** employees are transferred to meet the convenience of the employer, assistance with transfer expenses shall be on the basis of actual and reasonable expenses incurred as a result of the transfer.

- (a) The employer and the employee may agree, at the time of appointment, to any alternative provision in substitution for any or all entitlements to transfer expenses and/or a Defence Transfer Loan Scheme subsidy.
- (b) The employer and the employee may agree on the provisions to be applied in each particular case and this should be agreed in writing prior to the transfer occurring. A package from the range of items listed below may be selected. (The range of items is not exclusive and the level of compensation for an item may be varied.)
 - (1) Reimbursement of actual and reasonable removal expenses including fares and accommodation expenses for the journey to the new location.
 - (2) 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.
 - (3) Reimbursement of accommodation expenses, initially 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.
 - (4) Transfer leave may be granted by the employer to enable an employee on transfer to assist with the transfer of family and/or effects. Such leave may be granted to cover actual travelling time plus two days.
 - (5) Mortgage finance assistance in terms of the Transfer Housing Loans scheme.
 - (6) Reimbursement of land agent's commission and legal fees where the employee sells their house and/or buys another house at the new location.
 - (7) A variable grant for employees on moving to the new location up to a maximum of the equivalent of one month's salary.

- (8) Reimbursement of additional actual and reasonable childcare expenses, including travel costs, for up to three months.
- (9) 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.

5.8.2 **Relocation:** Where employees are relocated within the NZDF as a result of restructuring (in terms of 7.4), the transfer provisions in 5.8.1 shall apply. **Except** that where the new job is located **within the same local area**, the following provisions apply:

- (a) Where extra travelling costs are involved, actual additional travelling expenses equivalent to travelling by public transport will be reimbursed for up to 12 months;
- (b) Where the extra travelling time one way to the new place of work by public transport is more than 30 minutes, transfer provisions as in 5.8.1 apply **provided** there will be a reduction in travelling time by public transport of 30 minutes from the new domicile to the new place of work.

5.8.3 **Defence Transfer Loan Subsidy Scheme:** All eligible employees are entitled to an employer paid subsidy on mortgage finance borrowed under the provisions of the Defence Transfer Loan Subsidy Scheme. An eligible employee is defined as an employee who is transferring within the NZDF from one non-temporary position to another to meet the convenience of the employer or in the case of a restructuring process, and for whom transfer expenses are payable in accordance with the provisions of this agreement. The subsidy will be available on the following basis:

- (a) Eligible employees shall be entitled within three years of transfer, to a loan subsidy of 3.4% of the Mortgagee's prevailing market interest rate.
- (b) The maximum loan amount for subsidy entitlement is \$150,000 subject to the mortgagee's normal lending criteria. The limit is to be reviewed annually having regard to Quotable Value New Zealand figures.
- (c) The employer may agree to a higher level of subsidy and/or a higher loan limit and/or to grant eligibility to a transferring employee who does not meet all the eligibility requirements.
- (d) Employees who leave the employment of the NZDF will lose the subsidy and move to the market rate after their last day on pay.
- (e) Employees currently receiving a subsidised loan who change to part time employment shall have the subsidy pro-rated.
- (f) Employees who take leave without pay shall, unless the employer agrees otherwise; have their entitlement to a loan subsidy suspended, provided that an employee taking Parental Leave shall continue to receive the subsidy for up to 12 months.

5.9 Relieving allowance

- 5.9.1 An employee required to perform relieving duty or other duty which in either case necessitates staying for more than 14 nights at a location other than the normal place of residence, shall be accommodated, wherever possible, at Service establishments. Where this is not possible, an employee shall be paid:
- (a) Reimbursement of actual and reasonable accommodation costs upon the production of receipts;
 - (b) Reimbursement of actual and reasonable meal costs, up to a rate specified in DFO 5 Chapter 6, Annex A for each 24 hour period for meals, upon the production of receipts.

5.10 Travelling Allowance

- 5.10.1 An employee required to travel within New Zealand on official business, the employee shall be accommodated, wherever possible, at Service establishments. Where this is not possible, an employee shall be paid:
- (a) Reimbursement of actual and reasonable accommodation costs.
 - (b) Meal allowances at the rates specified in DFO 5.
- 5.10.2 For each full period of 24 hours and any additional period of travel within New Zealand on official business, the employee shall be paid an incidentals allowance of the rate specified in DFO 5, or part thereof for incidental expenses not otherwise recoverable.
- 5.10.3 Where the rates specified above are insufficient over the whole of a particular period of absence from headquarters to meet meal expenses, the employee may instead be reimbursed actual and reasonable charges incurred for meals.
- 5.10.4 Employees who stay privately may be paid, instead of clauses 5.10.1 (a) and (b), up to the rates specified in DFO 5 for meals and accommodation:
- (a) for each 24 hour period.
 - (b) for any additional period of less than 24 hours.
- 5.10.5 Where employees visit a NZDF hostel, an Armed Forces or NZDF camp, station or establishment and all or some meals are provided, the employee must claim an actual and reasonable refund of meal expenses for the period of the visit. Receipts must be produced for amounts in excess of the minimum prescribed.
- 5.10.6 When an employee leaves and returns to the employee's headquarters on the same day, the employer may approve payment of actual and reasonable expenses above the normal day to day work related expenses. Travelling allowance and incidentals allowance are not payable.
- 5.10.7 The employer may approve the reimbursement of expenses without a receipt provided that the employer is satisfied that the expenditure was necessary, reasonable and actually incurred.

5.11 Field allowance

5.11.1 An employee shall be paid field allowance who:

- (a) Is absent from normal place of work on field duties; and
- (b) Occupies in the field a tent or other non-standard accommodation provided by the NZDF such as caravans or designated field camps that have limited ablution or catering facilities; or is required to live temporarily on board naval ships or craft when the employee does not qualify for the payment of any other allowance.

5.11.2 Where meals are provided at a camp mess established in the field at a charge in excess of the basic rate, the actual mess charge may be refunded in lieu of the basic rate.

5.11.3 Where the accommodation is not rent free, the rates may be increased by the amount of the rent.

5.11.4 The allowance is payable for each day (i.e. 24 hour period) or subsequent part of a day spent in the field, except that if an employee is out overnight in the field but is absent from headquarters for less than 24 hours, the allowance will be paid.

5.11.5 The daily rates for field allowance and incidentals allowance for each day or subsequent part of the day spent in the field are specified in DFO 5.

Note: Field allowance does not apply to Burnham Catering (Category 2) employees receiving a Roster Allowance.

5.12 Motor vehicle allowance

5.12.1 Where the use of a private vehicle for official business has been approved, the employee shall be entitled to reimbursement at the rates specified in DFO 5 Chapter 6, Annex A.

5.12.2 Where an employee has been authorised to use their private vehicle for official business, e.g. transport to/from an airport, a motor vehicle allowance plus a refund of expenses such as parking fees will be paid and not equivalent fares.

Note that NZDF transport is to be used where possible. Where this transport is unavailable or not cost effective, use of private transport will normally be authorised if this is going to be cheaper than using taxis.

5.12.3 Where an employee wishes to use their private vehicle for their own convenience, the motor vehicle allowance will not be paid, and the payment of equivalent surface fares may be approved at the employer's discretion.



5.13 Working away from usual place of employment

- 5.13.1 Where an employee is required to work at a place other than the usual place of employment, the employer may, for a period of up to 3 months, approve the refund of any additional fares required in travelling to work. This provision applies only in the case where the employee is able to return to home each night.
- 5.13.2 The employer will consider and may approve payment for any additional travelling time involved where hours worked plus the additional travelling time exceed 8 for the day.

SECTION 6 - HEALTH AND SAFETY

6.1 General

- 6.1.1 The parties recognise that the health of employees is an important ingredient in a productive and efficient work place and that promotion of good health is preferable to dealing with illness.
- 6.1.2 The employer and every employee shall be responsible for healthy and safe systems of work for all employees, including the identification and control of hazards, compliance with all relevant Health and Safety standards and safe and sustainable workplace based rehabilitation.
- 6.1.3 The parties are committed to a participatory process which reflects the requirements of Health and Safety legislation.
- 6.1.4 Employees and supervisors shall consult on Health and Safety issues at a local level.

6.2 First aid

- 6.2.1 Employees required by the employer to attend first aid training courses shall be granted paid leave and a refund of the course fees on production of a receipt.

6.3 Eye conservation

- 6.3.1 Where in the opinion of the employer, an employee is working in an "eye danger" area, that is, where work is potentially hazardous to the eyes, the following provisions apply:
- (a) An employee who is required to work in an eye danger area, is to be provided with a pair of standard neutral safety glasses.
 - (b) An employee who usually wears prescription glasses at work, and is occasionally engaged on work in any "eye" danger area, shall be supplied for the time engaged on such work, with specially hardened neutral "clip on" type safety glasses to be worn over normal glasses.
 - (c) An employee who usually wears prescription glasses at work and is required to work constantly, or for most of the time, in an "eye danger" area, is to be fitted by a registered optometrist with a pair of specially hardened optically correct lenses, fitted in a safety frame, the cost to be reimbursed on an actual and reasonable basis.
 - (d) An employee who is required to work constantly or for most of the time in an "eye danger" area and is found to have a refractive error, shall be fitted by a registered optometrist with a pair of specially hardened optically correct lenses, fitted in a safety frame, the cost to be reimbursed on an actual and reasonable basis.
 - (e) All safety eyewear shall be consistent with the appropriate recognised standard. Where there is any doubt about any of these matters, the Occupational Safety and Health Service of the Department of Labour will be consulted.



6.4 Visual display unit/under lit table and keyboard provisions

- 6.4.1 The employer shall take all practicable steps to comply with the standards outlined in the Approved Code of Practice for the Use of Visual Display Units (VDUs) produced by the Occupational Safety and Health Service of the Department of Labour, or any other relevant codes of practice.
- 6.4.2 Employees who work continuously at a VDU or a keyboard, or work at under lit tables the employee shall be entitled to relief by variations in work, or by regular spells of at least 10 minutes in every hour.
- 6.4.3 **Pregnant VDU Operators:** The employer will make every effort to accommodate requests for alternative duties during the period of pregnancy. Employees who are temporarily deployed for this reason shall not be disadvantaged in relation to either salary or conditions of employment.

6.5 Protective clothing

- 6.5.1 Employees shall be issued with protective clothing and safety footwear as appropriate to the employee's duties.
- 6.5.2 Where protective clothing and safety footwear is issued, further such issues shall be replaced on the basis of fair wear and tear. Replacement shall only occur on production of the worn items which will remain the property of the employer. Where items are issued on a shared basis they will be laundered by the employer before reissue.

SECTION 7 - GENERAL PROVISIONS

7.1 General Principles

- 7.1.1 The parties to this agreement recognise that the maintenance of efficiency and productivity within the NZDF is an objective in which the employer, the employees and NUPE have a mutual interest. The contribution of the employer, NUPE and the employees to this objective can be enhanced by recognition of their respective roles and responsibilities and by effective communication between all parties.
- 7.1.2 To this end:
- (a) The employer recognises the right of employees to belong to NUPE and to be represented by NUPE.
 - (b) The NUPE recognises the right of the employer to plan, organise, manage, and finally decide upon the operations and policies of the NZDF.
- 7.1.3 The employer recognises the value of staff involvement and their participation when reviewing systems, procedures or work methods and that regular consultation is desirable on matters of mutual concern and interest.
- 7.1.4 The employer agrees that when reviewing systems, procedures or work methods which may result in significant changes to either the structure, staffing, hours of work, or work practices affecting employees, the employees and their representative(s) **will be given the opportunity to be fully consulted in accordance with clause 7.2 to this agreement.**

7.2 Consultation

- 7.2.1 As a guide to the process of consultation, the employer and NUPE agree that:
- (a) Consultation requires more than mere notification but does not require that there be agreement. Consultation cannot be equated with negotiation in the sense of a process which has as its object, arriving at agreement. Although this not uncommonly can follow, the tendency in consultation is to seek at least a consensus;
 - (b) The requirement for consultation is never to be treated as a mere formality. NUPE must be given reasonable and sufficient information to express views or to point to problems or difficulties.
 - (c) Consulting involves stating the proposal, not yet finally decided upon, listening to what is said, considering responses, and then deciding what will be done. This does not involve a right to demand assurance, but there must be sufficiently precise information given to enable NUPE to state a view, together with a reasonable opportunity to do so. This may include an opportunity to state views in writing or orally. A genuine effort must be made to accommodate the views of NUPE;
 - (d) The employer is quite entitled to have a working plan already in mind, but must keep its mind open and be ready to change and even start afresh;

- (e) If there is a proposal to make a change, the change must not be made until after consultation. NUPE must know what is proposed before being expected to give their views; and
- (f) There are no universal requirements as to the form and duration of consultation. However, NUPE must be allowed sufficient time for consultation.

7.3 Restructuring and surplus staffing provisions principles

- 7.3.1 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 practicable in employment.
- 7.3.2 In seeking to minimise the impact of restructuring the parties agree that **permanent** employees affected by the restructuring process will have first access to permanent roles established in any new structure, with **fixed term** employees being able to apply for any positions remaining after the reconfirmation and reassignment processes have been completed for **permanent** employees.
- 7.3.3 Consistent with the principles in 7.1.1 the General Secretary of NUPE shall be advised of any review initiated by the employer prior to commencement (whether externally or internally driven) which may result in significant changes to the organisational structure or staffing levels and which may affect employees. NUPE shall be invited to provide input into the review.

7.4 Staffing restructuring situation

- 7.4.1 **Definition:** A staffing restructuring situation exists when the employer requires a reduction in the number of employees or, employees can no longer be employed in their current position, within their current NZDF Salary Band or at their work location. As the new staffing structures will generally be established on the basis of permanent positions, current **permanent** employees affected by the restructuring process will have first access to permanent roles established in any new structure, using the reconfirmation and reassignment provisions.
- 7.4.2 **Reconfirmation and Reassignment:** Where a staffing restructuring situation exists the employer may, following consultation with NUPE, either reconfirm in the same or similar position, or reassign to an alternative position within NZDF for which they are suitable, the **permanent** employees affected by the surplus staffing situation. **Fixed term** employees will be able to apply for positions remaining after the reconfirmation and reassignment processes have been completed for **permanent** employees.
- 7.4.3 **Reconfirmation:** The use of the reconfirmation provisions shall be maximised in terms of the following principles:
- (a) Where a position is available in a new or existing structure and there is one employee who is a clear candidate for that position and the criteria below are met, then that employee is to be confirmed in it.
 - (b) The criteria for reconfirmation will be as follows:
 - (1) The new job description is the same (or very nearly the same) as what the employee currently does.

- (2) The salary band for the new position is the same and the employee's salary within the band is not reduced.
 - (3) The new position has terms and conditions of employment agreed with NUPE which are no less favourable.
 - (4) The location of the new position is the same (note this need not necessarily mean the same building or street).
- (b) In those situations where there is more than one clear candidate, the employer shall consult with NUPE, and either:
- (1) The position will be advertised, with appointment made as per the usual NZDF appointment procedures; or
 - (2) Agreement will be reached amongst the candidates on which candidate(s) will transfer if here is a clear preference amongst potential candidates to uplift other options under this Collective Agreement.
- (c) 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 other options available shall be leave without pay for 12 months or resignation.
- (d) Job descriptions (current and proposed) shall be available to those employees who are to be reconfirmed at the time that the reconfirmation list is published.
- (e) NUPE may propose that an employee may also be reconfirmed where that employee believes his or her current job is sufficiently similar to a new job.

7.4.4 Reassignment:

- (a) Following reconfirmation, and where there are positions still vacant, then the employer and NUPE 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 new positions.
- (b) In determining the parameters for reassignment the employer and NUPE 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. This exercise may involve individuals undertaking some on-the-job training or attending training courses. Such training needs shall be identified prior to the individual being reassigned.
- (c) Employees to be reassigned under this process shall be consulted prior to any appointment being made. This consultation will give the employee an opportunity to comment on the suitability of the proposed reassignment offer, including identification of any training requirements or skill development. For those employees who decline an offer of a suitable reassignment within the local area, the only other options available shall be leave without pay for 12 months or resignation.

- (d) Where employees accept reassignment to a new position at a lower salary in the same or new location, 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 salary can be preserved in the following ways:
- (1) A lump sum to make up for the loss of base salary for the next two years (this is not abated by any subsequent salary increases); or
 - (2) An allowance equivalent to the difference between the present salary and the new salary payable for up to three years (this allowance is abated by any subsequent salary increases).
- (e) **Relocation:** Where the new job is at a new location, assistance with the transfer shall be provided in terms of the Transfer and Relocation Provisions in clause 5.11 on the basis that the employee shall not suffer financial loss in respect of expenses incurred as a result of transfer. Where employees are to be relocated at least three months' notice shall be given to employees, although a lesser period of notice may be agreed between the employee and the employer.

7.4.5 **Notification of Surplus Staff:** The employer shall advise the General Secretary of NUPE the names and locations of all affected employees who are not placed by reconfirmation or reassignment, including any **fixed term** employees whose term of employment is being ceased earlier due to the restructuring outcome. This advice shall be provided at least one month prior to the date that the surplus staff are required to be released. Where circumstances warrant, this date may be varied with the agreement of the employer and NUPE. NUPE shall be supplied with additional information on request.

7.4.6 **Notice:** In the event of the employee's position ceasing to exist, the employee will be notified of the options available and given at least one month's notice. The options that may be considered by the employer are set out below.

7.4.7 **Options:**

- (a) **Attrition:** Where a surplus staffing situation exists, an option is to allow attrition to reduce the numbers of staff rather than making staff redundant. Attrition as an option means that as people leave their jobs (e.g. retirement, resignation, transfer, death) or are promoted they are not be replaced. In addition, or alternatively, there may be a partial or complete freeze on recruitment or promotions.
- (b) **Leave without pay:** Provision may be made for special leave without pay within a defined period without automatic right of re-engagement. This may include an opportunity for training.
- (c) **Retraining:** Where the employee's position has become surplus, the employee may be offered retraining.

(d) **Redeployment and job search:** During the notice period both the employer and the employee will make reasonable efforts to locate suitable alternative employment in the NZDF for the employee. The following provisions apply:

- (1) Paid or unpaid time off may be made available for job seeking.
- (2) In the event that a reasonable offer of employment is made, the employer's responsibilities under these Restructuring and Surplus Staffing provisions shall be fulfilled.

Note: For the purposes of this provision, a reasonable offer of employment is an offer of a position in the same location or one within reasonable commuting distance, at the same salary and with similar terms and conditions of service, and with comparable duties and responsibilities.

(e) **Enhanced early retirement:** This option is an enhancement of the standard early retirement options available to all employees. It provides for an employee to be paid the money available under the redundancy option which may, if the employee so desires, be used to make up the actual super annuity payable.

Note: Enhanced Early retirement may be made available at any time to eligible employees not declared surplus if they are replaced by a surplus employee seeking redeployment or reassignment.

(f) **Redundancy:** Redundancy is defined as termination of employment which is attributable wholly or mainly to the fact that the position filled by an employee has been, or will be, disestablished and no other option is approved under the options above. The provisions relating to redundancy compensation are set out below.

7.4.8 Redundancy compensation:

- (a) Following consultation, payment shall be made in accordance with the provisions **except** in the case of a technical redundancy situation (refer clause 7.4.9), as set out below:
- (b) 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 paid on an hourly basis for all hours worked, plus penal payments or allowances in lieu for those employees working shift hours of work. Where the employee is on parental leave, ordinary pay shall be the ordinary pay at the time of taking leave.
- (c) Redundancy payments for **permanent** employees shall be calculated on the following basis:
 - (1) For up to and including the first year of service - six weeks payment of ordinary pay; and
 - (2) For second and subsequent years' service, up to maximum of 19 years of service - two weeks payment of ordinary pay; and
 - (3) The total amount paid to permanent employees under (i) and (ii) above shall not exceed \$50,000.

- (d) For the purposes of redundancy compensation, the employer will recognise previous continuous civilian service with the NZDF, **provided** that this service ended within three months of the date of the current appointment. Service which has been included for the calculation of severance (or similar) payments on the termination of such previous employment will not be recognised.
- (e) **Permanent** employees only, employed with NZDF prior to 31 August 1998 shall receive redundancy compensation as per clause 8.7 of this Collective Agreement.

7.4.9 **Technical Redundancy:** Where an employee's employment is being terminated by the employer by reason only of the sale, transfer, or lease of the whole or part of the NZDF, nothing in this agreement shall require the employer to pay compensation for redundancy as set out in clauses 7.4.8 to the employee if:

- (a) The person acquiring the business or the part being sold, transferred, or leased:
 - (1) has offered the employee employment in the business or the part being sold, transferred or leased; and
 - (2) has agreed to treat service with the NZDF as if it were service with that person and as if it were continuous; and
- (b) The conditions of employment offered to the employee by the person acquiring the business or the part of the business being sold, transferred, or leased are the same as, or no less favourable than, the employee's conditions of employment, including:
 - (1) Any service-related conditions; and
 - (2) Any conditions relating to redundancy; and
 - (3) Any conditions relating to superannuation under the employment being terminated; and
- (c) The offer of employment by the person acquiring the business being sold, transferred, or leased is an offer to employ the employee in that business or that part of the business either:
 - (1) In the same capacity as that in which the employee was employed by the employer; or
 - (2) In a capacity that the employee is willing to accept.

7.4.10 **Housing:** In a redundancy situation where employees occupy employer provided housing they shall not be required to immediately vacate the house. The arrangements for vacating housing shall need to be specific to each situation and shall be decided at the time they arise. In cases where employees are located in isolated areas, provision may be made for reasonable expenses to compensate for costs of removal to the nearest main centre.

7.4.11 **Counselling:** Counselling may be made available as necessary, for employees and their family who are affected by redundancy.

7.4.12 **Conclusion of restructuring situation:** NUPE shall be advised of the outcome of implementing the above provisions in respect of the affected employees at the conclusion of each restructuring situation within the NZDF.

7.5 Sexual Harassment

7.5.1 Sexual harassment is an unwelcome sexual advance, unwelcome request for sexual favours or other unwelcome conduct of a sexual nature which makes a person feel offended, humiliated and/or intimidated, where a reasonable person would anticipate that reaction in the circumstances. It is embarrassing, intrusive and/or threatening. It affects morale, work effectiveness and the right to enjoy a good working environment.

7.5.2 Sexual harassment 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.

7.6 Employee Assistance

7.6.1 During the currency of this agreement the parties commit themselves to the continuation of an employee assistance programme based on the following statement of principle:

7.6.2 It is in the best interests of the employer and the employee that a person with impaired work performance should receive early assistance and at the same time be assured that receiving such assistance shall in no way be detrimental to their career. Should it be established that any work performance has been adversely affected by health related problems, the following shall apply:

- (a) Any scheme introduced shall be available on a voluntary basis to all employees of the NZDF at all levels.
- (b) With the exception of administrative requirements (e.g., leave records and medical certificates, etc.) all discussions and records shall remain off the personal file of the employee concerned.
- (c) Those participating shall be referred by trained interviewing officers to appropriate professional personnel for diagnosis, referred treatment, and/or counselling. Consideration shall be given to meeting costs associated with the referral and subsequent assistance under the scheme.
- (d) The employee's entitlement in respect of approved sick leave shall apply to any absences related to assistance the employee is receiving under the scheme.
- (e) Entry into the scheme and participation shall not adversely affect the employee's future promotional opportunities and no employee shall be penalised for having sought assistance with the personal problems.
- (f) Employment shall not be adversely affected for all those participating in and completing a course of treatment.
- (g) Self-referral by an employee shall be encouraged and will carry with it the above undertakings.

- (h) Where a member of the employee's family has a personal problem and this results in impaired work performance on the part of the employee, use of the scheme will be available to the employee. The employer shall not, however, intrude into an employee's private life.

7.7 Study assistance

- 7.7.1 The employer may approve study leave to enable employees to undertake a course of study to complete qualifications, to attend courses and seminars and to undertake research or projects which are relevant to the work of the NZDF and which facilitate their wider growth and development.
- 7.7.2 The employer may, on such conditions as he/she may decide, grant, for such approved study leave, leave with or without pay, travelling time between headquarters and the learning institution, and reimbursement of study related costs, e.g., tuition and examination fees where the course of study is successfully completed. The current NZDF policy in this regard is contained in Defence Force Order 16, which should be read in conjunction with relevant single Service instructions relating to voluntary study assistance.
- 7.7.3 Approval may also be granted, on such conditions as the employer may decide for leave to sit examinations and for study leave prior to such examinations.
- 7.7.4 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.

7.8 Certificate of service

- 7.8.1 Where an employee leaves the NZDF, the employee may be issued at the employee's 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.

7.9 Superannuation

- 7.9.1 Permanent full-time and part-time employees may apply to contribute in line with NZDF Policies.

SECTION 8 - GRAND PARENTED PROVISIONS

8.1 Introduction

8.1.1 These provisions apply in one form or another to permanent employees only, employed with NZDF before 31 August 1998 except where specific dates are stated.

8.2 Annual leave, sick leave, long service leave, recognition of previous service for redundancy compensation and cessation leave

8.2.1 Service recognised for employees employed prior to 31 August 1998 will continue to be recognised in accordance with the 1997 NZDF General Collective Employment Contract.

8.3 Retiring leave

8.3.1 Where the employee has previous actual or credited service prior to 1 March 1994, the employee shall be eligible for the Retiring Leave provisions set out below.

8.3.2 All employees with previous actual or credited service prior to 1 March 1994 shall be entitled to retiring leave as set out in Tables A and B below.

8.3.3 All employees provided they have completed 10 or more years' service and are aged 50 years or more. Providing further that for those employees with part-time service retiring leave will be calculated on a pro rata basis according to their record of service.

8.3.4 All service is calculated on the basis of a calendar year.

8.3.5 This calculation is payable on the basis of the employee's salary on their last day of paid work and excludes all forms of additional remuneration such as:

- (a) Salary loading allowance,
- (b) Special duties allowance,
- (c) Higher duties allowance, and
- (d) Equalisation allowance.

TABLE A

Entitlement (in working days) with Service of Years and Months Specified:

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

TABLE B

Entitlement (in working days) with Service of Years and Months Specified:

MONTHS	0	2	4	6	8	10
Years						
25	65	66	66	67	68	69
26	69	70	71	71	72	73
27	74	74	75	76	76	77
28	78	79	79	80	81	81
29	82	83	84	84	85	86
30	86	87	88	89	89	90
31	91	91	92	93	94	94
32	95	96	96	97	98	99
33	99	100	101	101	102	103
34	104	104	105	106	106	107
35	108	109	109	110	111	111
36	112	113	114	114	115	116
37	116	117	118	119	119	120
38	121	121	122	123	124	125
39	125	126	126	127	128	129
40	131					

- 8.3.6 An employee who has established eligibility to retire on medical grounds shall be granted a minimum of 65 working days' retiring leave regardless of length of service, with the exception that an employee with more than 25 years' service may be granted additional leave in accordance with Table B.

8.3.7 For employees whose services are dispensed with through no fault of their own, before reaching retiring age, the Chief of Defence Force will consider granting retiring leave in accordance with this Table:

Qualification Required Completion of:	Retiring Leave (working days)
15 years' service	65 days
10 years and under 15 years' service	44 days
5 and under 10 years' service	22 days

8.3.8 For the purpose of retiring leave the Chief of Defence Force:

- (a) will recognise service with departments of the Public Service and the Parliamentary Service
- (b) may recognise service with other instruments of the Crown.

8.3.9 Previous permanent (full or part-time) or temporary service in the Public Service, provided such service did not end with the acceptance of severance or enhanced early retirement under any restructuring/surplus staffing provisions of any departments of the Public Service or Parliamentary Service of other instruments of the Crown).

8.3.10 Regular Forces Service of the New Zealand Armed Forces provided that all resigning leave, retiring leave and "release leave" granted to Regular New Zealand Armed Forces personnel, paid in respect of any period of previous service, is to be deducted from the retiring leave on final retirement.

8.3.11 Provided that where an employee has part-time service this will be pro-rated for the purpose of calculating retiring leave.

8.3.12 Retiring leave may be paid in fortnightly instalments or as a lump sum.

8.3.13 An employee who has more than 20 years' continuous service, or is eligible to retire on the grounds of age or service, shall be entitled to anticipate retiring leave.

8.4 Additional annual leave for shift workers

8.4.1 Where the employee was appointed prior to **22 September 1995**, the employee shall be granted additional annual leave in accordance with the provisions set out in the **1994 NZDF General Collective Employment Contract**.

8.5 Transport assistance allowance

8.5.1 Transport Assistance Allowance shall continue to be available for employees employed prior to **1 March 1994** in terms of the provisions set out in the **NZDF Employees General Voluntary Agreement** (Document 2565 registered by the Arbitration Commission 11 June 1991).

8.6 Daily travelling time

8.6.1 Daily Travelling Time shall continue to be available for the employee where the employee was employed prior to **1 March 1994**, in terms of the provisions set out in the **NZDF Employees General Voluntary Agreement** (Document 2565 registered by the Arbitration Commission 11 June 1991).

8.7 Redundancy compensation and cessation leave

8.7.1 Employees employed prior to **31 August 1998** will have redundancy compensation as detailed below:

- (a) 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 or allowances in lieu thereof for those employees working shift hours of work. **Except** in the case of employees on parental leave where ordinary pay shall be the ordinary pay at the time of taking leave.
- (b) For all employees:
- (1) 10 percent (10%) of total ordinary pay for the preceding 12 months;
 - (2) \$1,200 for one person (other than a dependant child) who is dependent on the employee and receives a gross annual income of less than \$23,195;
 - (3) \$2,400 for each dependant child of the employee. Dependant child means all children up to the age of 15 years and all children between the ages of 15 and 18 who:
 - (i) are not in paid employment; or
 - (ii) are not in receipt of a state benefit; or
 - (iii) are not in receipt of a basic grant or an independent circumstances grant under the Student Allowances Regulations; or
 - (iv) for whom employees are paying maintenance in terms of Department of Social Welfare requirements for and those for whom liable parent contributions are made. Where both parents are declared surplus only one parent can claim for dependant children. It is the employee's choice as to which one claims.

Note: These payments are regardless of length of service but are conditional on employees finishing on an agreed date.

- (c) In addition to (b) above, employees with 12 months or more continuous service shall receive:
- (1) 10 percent (10%) of total ordinary pay for the preceding 12 months; and
 - (2) 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
 - (3) 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;
 - (4) 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

- (5) 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 service provided total service is between 16 and 19 years and less than 20 years.

Note: The total amount paid to employees under (b) and (c) above shall not exceed \$50,000.

8.7.2 **Cessation Leave:** In addition to the redundancy compensation set out above, cessation leave shall be paid to employees employed prior to 1 July 1992 in accordance with the scales below. The amount of cessation leave due is reduced by the amount of paid anticipated retiring leave already taken.

- (a) Cessation leave for employees with less than 20 years' service:

Qualification Required	Amount of Retiring Leave
Completion of 15 years' service	65 working days
Completion of 10 and under 15 Years' service	44 working days
Completion of 5 and under 10 Years' service	22 working days
Under 5 years' service	Nil

- (b) Cessation leave for employees with 20 years or more service:

Months	0	2	4	6	8	10
Years	Days					
20-24	65					
25	65	66	66	67	68	69
26	69	70	71	71	72	73
27	74	74	75	76	76	77
28	78	79	79	80	81	81
29	82	83	84	84	85	86
30	86	87	88	89	89	90
31	91	91	92	93	94	94
32	95	96	96	97	98	99
33	99	100	101	101	102	103
34	104	104	105	106	106	107
35	108	109	109	110	111	111
36	112	113	114	114	115	116
37	116	117	118	119	119	120
38	121	121	122	123	124	125
39	126	126	126	127	128	129
40	131					

8.8 Visual display unit/underlit table and keyboard provisions

8.8.1 NZDF employees covered by the NZDF/NUPE Part C of the CEA as at 1 September 2018 shall be entitled to the following provisions:

- (a) **Eye Examinations:** An eye examination by a registered optometrist, the cost to be reimbursed on an actual and reasonable basis, up to a maximum benefit to the employee of \$200.00 (inclusive of the examination fee and GST) **every two (2) years or towards purchase of prescription glasses. Reimbursement will be processed following production of the receipt.**

8.8.2 Where the employee receives the maximum benefit under (a) above within a two year period, no further benefit will be payable for the remainder of that period.

8.9 Buy out of grand parented provisions

8.9.1 The below clauses:

- (a) Additional annual leave for shift workers (8.4),
(b) Transport assistance allowance (8.5), and
(c) Daily travelling time (8.6),

are subject to the following arrangements:

8.9.2 Part C members who elect to move to Part B are required to agree to the buyout of the above applicable provisions at a value of two year's entitlement. Access to this entitlement ceases on 15 January 2014.

8.9.3 Part C members who elect to move to Part B coverage after 15 January 2014 are also required to agree to give up the applicable grand parented provisions listed in this clause and will not receive a buyout.

8.9.4 Those who elect to remain as Part C members have the option of being bought out of the grand parented provisions listed in 8.9.1. This did not apply in situations that were subject to a Roster Allowance.

8.9.5 Part C members were required to apply for buyout of any of these applicable clauses by the agreed date in 2014.

8.9.6 Part C members who elect not to apply for a buyout retain access to the applicable clauses.



SECTION 9 - SAVINGS

9.1 Savings

- 9.1.1 Except as specifically varied by Part C of this Collective Agreement, nothing in Part C of this agreement shall operate so as to reduce the wages and conditions of employment applying to any NZDF employee at the date of this agreement coming into force.

SECTION 10 SPECIAL CONDITIONS

10.1 Background

- 10.1.1 These Special Conditions set out the terms and conditions to Part C of this agreement.
- 10.1.2 These Special Conditions supersede, replace and renders null and void any previous Special Conditions entered into by NZDF and NUPE or its members, in respect of NZDF employees employed in positions within the coverage of these Special Conditions as defined in clause 10.2 below, and who are listed in Schedule C1 of this agreement.
- 10.1.3 The parties agree that they, or their nominated representatives, will meet at mutually acceptable intervals to generally discuss the operation of these Special Conditions and/or attempt to mutually resolve any associated problems as and when they arise. In so doing the parties accept that such resolution may not always be possible.

10.2 Coverage

- 10.2.1 These Special Conditions shall cover those permanent employees of the NZDF who:

- (a) are authorised members of NUPE; and
- (b) are parties to Schedule C1 to the CEA; and
- (c) are in the positions listed in Appendix 1; and
- (d) have been employed by the NZDF to work within one of the following categories:

Category 1 **Burnham Communications Centre (Comcen)** and carry out work that has been deemed by the Defence Force to be "Rostered/Shift" positions in order to provide Comcen services 24 hours per day, 7 days per week, year round coverage.

Category 2 **NZDF Burnham Catering Facilities** and carry out work that has been deemed by NZDF to be "Rostered/Shift" positions in order to provide catering support services at the site; approved exercises and/or field activities. It is noted that there might be supervisor/manager positions within this area of NZDF operation that ordinarily work standard business hours and not "Rostered/Shifts". The provisions of this special condition do not apply in these instances. The Special Conditions are strictly limited to those catering positions that work mentioned above, and as set out in the positions descriptions "Rostered/Shift work" Term of this special condition

10.3 Review

- (a) The parties agree that the Special Conditions within this agreement are reviewable and subject to agreed change where evidence shows there has been enough of an increase or decrease to workplace practices that the terms and conditions agreed to meet the previous levels of workplace practices, are no longer fair and reasonable to either the employee or the NZDF.

10.4 Nature and content of these Special Conditions

General Terms

- 10.4.1 Position descriptions will include the requirement to work outside of normal working hours, including holidays and weekends, or in positions where coverage is required for 24 hours a day, 7 days a week, 365 days a year basis to meet the Defence Force's operational requirements.

Roster management

- 10.4.2 Overall management of the roster will be provided by NZDF.

The roster shift

- 10.4.3 **Category 1:** Shift roster pattern to be worked by Burnham Comcen employees will be managed locally.
- 10.4.4 **Category 2:** Shift roster patterns to be worked by employees in Burnham catering services will be managed locally.
- (a) Shift roster patterns may be subject to change during the term of this variation. NZDF undertakes to consult with NUPE any proposed changes to the shift roster pattern which would impact on the general or specific terms for employees covered by Category 2 set out in these Special Conditions.
 - (b) For genuine, exceptional and/or operational reasons, the roster pattern may be subject to change at short notice. In such cases, NZDF will consult as much as practicable with the affected parties.

Roster allowance

- 10.4.5 Employees holding a "Rostered/Shift" position on the rotational Roster will receive a Roster Allowance for working the Roster. This Roster Allowance is paid fortnightly as a loading additional to base salary, in 26 equal payments per year. It fully compensates employees for all work carried out on their "Rostered Shift" and for all roster and shift associated conditions.

(Note for clarity: the Roster Allowance for Burnham Catering (Category 2) employee's replaces overtime and penal time payments and all allowances (less travelling time payments), including but not limited to; broken shift allowance, shift work payment, split shift payments, field allowance and laundry allowance. The Roster Allowance for Comcen (Category 1) employees replaces stand by and call back payments).

- 10.4.6 The Roster Allowance is calculated from the roster pattern for each category of position and identifies 'on average' what the additional earnings, over and above salary, an employee in these categories may earn in any annual period. In some annual periods an employee may have earned less 'on average' than the additional loading and in others due to sickness and periods of high and sustained operation tempo, the employee's earnings may have been more. These loadings provide flexibility for these types of variances and provide the employee with a fixed additional payment based on an 'average' calculation.

10.4.7 The Roster Allowance will be calculated as a % of base salary, as follows:

- | | | |
|------------|--|---|
| Category 1 | 10% | based on 2 Comcen employees rostered on |
| | 07% | based on 3 Comcen employees rostered on |
| | | |
| Category 2 | 27% for Burnham Catering employee's employed prior to 22 September 1995 and working in a designated "Rostered Shift and; | |
| | 12% for Burnham Catering employee's employed after 22 September 1995 and working in a designated "Rostered Shift" | |

10.4.8 The roster allowance will also be paid during approved annual leave, sick leave, bereavement leave, the Defence Force paid parental leave, public and alternative holidays, provided that the employee returns to the duties that attract a roster allowance. Payment of the roster allowance is not to be continued for any period of retiring leave, cessation leave, resigning leave, leave without pay, absence without approval, or when the employee is not undertaking duties that do not involve the employee working "Rostered/Shift" as per the normal rotational roster/shift pattern. Where sick leave is for an extended, continuous period of more than 30 calendar days the roster allowance will be paid for up to thirty (30) calendar days.

10.4.9 Should the hours, cycle and pattern of the roster permanently change; the roster allowance will be reviewed to ensure the percentage loading is appropriate to the changed conditions, the amount of work and the rostered hours agreed upon.

10.4.10 For Categories 1 and 2, the following relevant clauses will apply for work carried out on a Public Holiday or on Rostered Days Off or other situations.

- (a) An employee working a Rostered Shift which started on a Public Holiday will receive entitlements in accordance with the Holidays Act 2003.
- (b) An employee scheduled to work a Rostered Shift on a Public Holiday who is advised by NZDF that they are not required to work will be paid base salary and the Roster Allowance for the number of hours they were rostered to work.

Rest and meal breaks

10.4.11 Rest and meal breaks for Category 2: Employees on "Rostered/Shift" shall be allowed reasonable 10 minute rest breaks during each period of duty at times specified by the shift supervisor. Similarly, in every shift of more than 5 hours duration, provision shall be made by the shift supervisor for employees on "Rostered/Shift" to have an unpaid meal break of not less than 30 minutes. Provided that for shifts of no less than 12 hours duration, such meal breaks shall be a paid break.

Roster shift management and adjustments

10.4.12 From time to time NZDF may (among other options) request an employee to come in from their Rostered Days Off to make up the staff numbers on "Rostered Shift".

- 10.4.13 In recognition of the health and safety requirements associated with operating a roster and the need for “Rostered/Shift” staff to have, and take, quality rostered time off, the Manager or other authorised Manager will as far as practicable operate a priority contact sequence bearing in mind employees’ personal circumstances including evidence of fatigue and sick leave usage.

Leave management

- 10.4.14 Annual leave is provided for the purposes of rest and recuperation, and this is particularly important in circumstances where a roster is operated. The Manager will therefore closely manage and monitor annual leave in discussion with individual employees to ensure that the taking of annual leave is well planned and programmed.
- 10.4.15 Leave General: For each “Rostered/Shift” day that a “Rostered/Shift” employee takes annual, sick, bereavement, long service or other approved paid leave in terms of the Holidays Act and/or employment agreement, one days’ entitlement will be deducted.
- 10.4.16 Annual leave shall be expressed in hours and debited in days.

Specific Terms

- 10.4.17 Category 1 No specific terms.
- 10.4.18 Category 2 Burnham Catering Staff as below.
- 10.4.19 An employee who agrees to work additional hours on a rostered day off will receive an hourly payment made up of their base salary at time and a half (T1.5) plus their Roster allowance for each hour worked.
- 10.4.20 An employee who agrees to work additional hours on a rostered day off and any of those hours falls on a Public Holiday will receive an hourly payment made up of their base salary at times two and a quarter (T2.25) plus roster allowance for each hour worked on a Public Holiday. For clarity T2.25 is made up of the ordinary payment for a rostered day off of time and a half (T1.5) plus half again i.e. T 0.75. The employee will also receive a whole day as an alternative holiday regardless of the number of hours worked on the Public Holiday. This is inclusive of the provisions of the Holidays Act 2003.
- 10.4.21 An employee who attends a pre-approved work related training course on a rostered day off will receive an hourly payment made up of base salary at normal time (T1.0) plus their roster allowance for each hour of course attendance exclusive of travel time.



APPENDIX 1 – LIST OF POSITIONS FOR SPECIAL CONDITIONS

CATEGORY 1

Covers up to 3 Para lines within the Burnham Comcen Rostered On-Call:

Comcen employees

CATEGORY 2

Burnham Catering positions:

Employees employed in catering positions deemed to be 'Rostered/Shift' positions

APPENDIX 2 – EXTRACT FROM DEFENCE ACT 1990

59. General principles

- (1) The Chief of Defence Force shall, in respect of the members of the Civil Staff, operate a personnel policy that complies with the principle of being a good employer.
- (2) For the purposes of this section, a "good employer" is an employer who operates a personnel policy containing provisions generally accepted as necessary for the fair and proper treatment of employees in all aspects of their employment, including provisions requiring
 - (a) Good and safe working conditions; and
 - (b) An equal employment opportunities programme; and
 - (c) The impartial selection of suitably qualified persons for appointment; and
 - (d) Recognition of
 - (i) The aims and aspirations of the Maori people; and
 - (ii) The employment requirements of the Maori people; and
 - (iii) The need for greater involvement of the Maori people in the public sector; and
 - (e) Opportunities for the enhancement of the abilities of individual employees; and
 - (f) Recognition of the aims and aspirations, and the cultural differences, of ethnic or minority groups; and
 - (g) Recognition of the employment requirements of women; and
 - (h) Recognition of the employment requirements of persons with disabilities.
- (3) In addition to the requirements, specified in subsections (1) and (2) of this section, the Chief of Defence Force shall ensure that all members of the Civil Staff maintain proper standards of integrity, conduct, and concern for the public interest.

61. Equal employment opportunities -

- (1) The Chief of Defence Force
 - (a) Shall in each year develop and publish an equal employment opportunities programme for the Civil Staff; and
 - (b) Shall ensure in each year that the equal opportunities programme for that year is complied with throughout the Civil Staff.
- (2) The Chief of Defence Force shall include in the annual report of the Defence Force:
 - (a) A summary of the equal employment opportunities programme for the year to which the report relates; and
 - (b) An account of the extent to which the Defence Force was able to meet, during the year to which the report relates, in respect of the Civil Staff the equal employment opportunities programme for that year.



- (3) For the purposes of this section and section 59 of this Act, an equal employment opportunities programme means a programme that is aimed at the identification and elimination of all aspects of policies, procedures, and other institutional barriers that cause or perpetuate, or tend to cause or perpetuate, inequality in respect to the employment of any persons or group of persons.

SECTION 11 – SIGNATURES

Agreed this 29th day of MARCH 2021

Signed for and on behalf of the
The NEW ZEALAND DEFENCE FORCE by
Air Marshal KEVIN SHORT
Chief of Defence Force

Signed for and on behalf of the
NATIONAL UNION OF PUBLIC EMPLOYEES by
LES BRYCE
NUPE National Organiser





SECTION 12 – SCHEDULE ONE (REMOVED)

For privacy reasons names of NUPE members were removed from this page in 2015.

