



Oranga Tamariki - Ministry for Children

and



PSYCHOLOGISTS AND THERAPISTS
COLLECTIVE EMPLOYMENT AGREEMENT
21 June 2023 – 1 December 2024

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1. INTRODUCTION

“He waka eke noa”

The canoe which we are all in without exception

This Agreement is a vital part of the voyage of partnership between APEX and Oranga Tamariki - Ministry for Children. The principles that open this Agreement are integral to our success and we expect both parties to think carefully about them and how they can be woven through all our interactions.



- **Kaimahi ora**

If we look after our people and embrace their skills, experience and knowledge they will have the ability to provide the best care for tamariki and their whānau.

- **We believe Aroha is vital**

At all times our relationship is a living thing which demands reciprocity. We need to take time for gratitude and value each other. Challenge is a part of a healthy relationship and comes from the shared desire for better outcomes and a greater good.

- **We respect the Mana of people**

Our people have a clear voice in the things which affect them. They have the right information at the right time to use their voice effectively. We acknowledge and respect the independence of each organisation, including recognition of each other's specific responsibilities and accountabilities. We ask and listen to understand and to protect the Mana of all people. We listen beyond what we expect to hear and to create solutions together.

- **We are Tika and Pono**

We do what we say we will do. We acknowledge we are connected in our desire to make an effective and just organisation. We will communicate regularly and clearly in order to ensure genuine engagement to achieve real and timely solutions.

- **Relationships are a journey**

There will be times where we disagree and navigate natural tensions in our relationship. Public and private disagreement and areas of dispute may be part of our shared journey together. Our principles will guide us through challenging times and remind us we are fundamentally connected.

- **We value whakapapa**

We recognise that we are not in isolation in our relationship. We are connected to history, our wider communities and the public sector. We are committed as equal partners in this relationship, to share our connections with each other, where it will provide growth for our people.

2. PREAMBLE

2.1 Agreement application and commitments

This agreement is an Agreement under Part 5 of the Employment Relations Act 2000.

2.2 Parties

The parties to this Agreement are Oranga Tamariki - Ministry for Children (Oranga Tamariki) and The Association of Professional and Executive Employees Inc (APEX).

2.3 Application

This Agreement binds and is enforceable by:

- Oranga Tamariki;
- APEX; and
- employees of Oranga Tamariki who are, or who become members of APEX; and whose work comes within the coverage clause of this agreement.

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

Each employee's terms of employment comprise of this Agreement, their appointment letter and any additional conditions that are not inconsistent with this agreement, which have been mutually agreed by the employee and Oranga Tamariki in writing before, on, or after the commencement date of this agreement. Nothing in this agreement will operate so as to reduce such additional conditions.

2.4 Coverage

This Agreement covers the following:

- All employees of Oranga Tamariki throughout New Zealand who are working as a team leader (psychologist), or as a psychologist, or as a therapist, and any employee substantially employed as one of the roles listed above who may from time to time use different titles.
- The coverage of this Agreement will extend to and include any new positions, which have an equivalent level of responsibility, skills or scope of practice to any existing position included in coverage, that are established within Oranga Tamariki.

2.5 Term

This collective will come into effect on 21st June 2023 and will expire on 1st December 2024.

2.6 Variations

This Agreement may be varied during its term. Any variation to this Agreement will be recorded in writing. Such variations will apply where they have been agreed between Oranga Tamariki and APEX and ratified by the directly affected employees through the agreed APEX ratification procedure.

2.7 Te Tiriti o Waitangi

Oranga Tamariki is committed to recognise and provide a practical commitment to Te Tiriti o Waitangi and Puaotahi-te-Ata-tu. Oranga Tamariki Tiriti obligations to Māori employees will mean that, as part of the definition of a good employer, Oranga Tamariki will provide a culturally safe working environment that supports the cultural beliefs, aspirations and practices of its employees, including Māori; and the aims and aspirations, employment requirements and the need for greater involvement of Māori as employees of Oranga Tamariki.

2.8 Constructive Engagement

Oranga Tamariki management, employees and APEX recognise that their interests are mutually dependent.

2.9 Good employer

Oranga Tamariki is committed to having an inclusive, respectful and responsive organisational culture which enables access to work, equitable career opportunities and maximum participation for all employees. All employees will have equal opportunity for recruitment, development and promotion regardless of gender, marital status, family responsibilities, ethnicity, disabilities, sexual orientation or age. Oranga Tamariki will make all reasonable accommodations to ensure full engagement in the workplace for employees with disabilities.

2.10 Integrity

It is the intention of the parties, unless specifically agreed, that this Agreement shall not lessen pay or conditions.

2.11 Gender Pay Principles

- Oranga Tamariki and APEX are committed to the Gender Pay Principles for the state sector (available on the Ministry for Women website), in order to ensure the work environment, including remuneration, is free from gender-based inequalities. These are:
- freedom from bias and discrimination
- transparency and accessibility
- relationship between paid and unpaid work
- sustainability
- participation and engagement

Oranga Tamariki and APEX will deliver on these commitments through the Gender Pay Action Plan (refer to Te Pae for more information).

2.12 Indemnity

The employer undertakes to indemnify employees against actions taken against them by persons suffering damage as a result of acts or omissions of the employee while acting in the course of his or her employment. Where an employee, while acting in the course and within the scope of their employment by the employer, requires legal representation, this will be provided and paid for by the employer, irrespective of whether the employee is a current employee or not.

The legal representatives provided shall be directed to give the employee 'Client Status'. If the employee or employer identifies a conflict of interest, the employer shall provide the employee(s) with agreed independent legal representation of suitable medico-legal experience, in consultation with the union.

This indemnity or legal representation shall not apply to any employee acting outside the course of his or her employment.

3. WORKING TOGETHER

3.1 Work streams

Oranga Tamariki is committed to ensuring that every employee can have input into and deliver high quality services to tamariki and rangatahi. It is acknowledged that to do this in a sustainable and safe way, everyone's kaimahi ora must be considered and their workload managed and monitored with best practice in mind.

3.2 Right to representation

Oranga Tamariki recognises APEX as authorised representatives of the employees covered by this Agreement. This includes recognising APEX's right to independently represent the collective interest of members and the responsibility of the Chief Executive, to manage their agency under legislation.

In addition, Oranga Tamariki recognises the role of APEX delegates nominated by APEX and will allow them reasonable time to carry out their functions including APEX training, subject to Oranga Tamariki operational requirements. APEX agrees to provide Oranga Tamariki with the names of all delegates and any subsequent changes to this list.

Oranga Tamariki acknowledges its obligations to provide employment relations education leave in accordance with the requirements outlined in Part 7 of the Employment Relations Act 2000.

Oranga Tamariki acknowledges the good faith provisions under the Employment Relations Act 2000. APEX representatives may enter the workplace for purposes relating to members' employment and/or union business. We agree that when representatives come on site, they will let the manager know and will follow the relevant health and safety requirements while on the premises.

As part of the induction process for new employees covered by this Agreement, Oranga Tamariki will provide for the introduction of new employees to an APEX delegate and provide forms for membership application and union fee deduction authority.

Oranga Tamariki will deduct APEX fees from the salaries of employees who have given appropriate written authorisation and Oranga Tamariki will provide APEX with a list of names of employees for whom deductions are being made on a monthly basis.

4. DUTIES

4.1 Hours of Work

The ordinary working hours shall be 40 in each week and shall not exceed 8 continuous hours in any one day (excluding meal periods), Monday to Friday. The hours or days of work of an employee may not be varied unless by written agreement between the employer and employee(s) directly affected.

- A full-time employee is defined as working 40 hours per week.
- A part time employee is defined as working less than 40 hours per week.

4.2 Flexibility

Oranga Tamariki recognises the need to balance personal and family commitments with working responsibilities so that all staff can thrive personally and professionally. Oranga Tamariki will implement flexible employment practices which support this, recognising the needs of the organisation to provide sustainable, high-quality services to tamariki and rangatahi. All employees and/or teams can request changes to their hours and/or pattern of work and all requests will be given due consideration by management. In the event that a request is declined, the employee will be advised in writing which will also include the rationale for this decision.

4.3 Salaries

Remuneration includes salary in full compensation for all hours worked in the performance of duties but excludes the employer contributions to any of the superannuation schemes administered by OT.

Remuneration will be set and paid in accordance with the following as set out below for the position (i.e., Team Leader Psychologist, Youth Justice Senior Psychologist, Psychologist, Therapist, and Intern Psychologist).

On commencement of employment, the starting step for the position will be based on the employee's experience at the substantive role level with time-based criteria that applies:

- new starters will be placed on the applicable step in accordance with their years' experience as a registered psychologist/therapist, or in relevant role(s), up to Step 5

One annual review occurs on 1 July of each year and will include:

- automatic step progression; and
- any other matter agreed between the parties as appropriate.

Effective from 1 July 2022, market movement as per the below table will be applied to rem bands.

As of 1 July 2022	New Band	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Intern Psychologist	Level 15	\$73,191.60	<i>No step movement as this is a one-year position.</i>								
Therapist	Level 16t	\$90,113.00	\$92,484.00	\$94,855.00	\$97,227.00	\$99,598.00	\$101,732.00	\$104,341.00	\$106,712.00	\$109,084.00	\$111,218.00
Psychologist	Level 17	\$100,440.90	\$103,230.93	\$106,020.95	\$108,810.98	\$111,601.00	\$114,391.03	\$117,181.05	\$119,971.08	\$122,761.10	\$125,551.13
Team Leader Psychologist YJ Psychologist	Level 18	\$119,157.30	\$122,467.23	\$125,777.15	\$129,087.08	\$132,397.00	\$135,706.93	\$139,016.85	\$142,326.78	\$145,636.70	\$148,946.63

In line with the PSPA, all roles under coverage shall have their paid or printed base salary increased by \$4,000 less the 1 July 2022 increase, effective 1 December 2022.

As of 1 December 2022	New Band	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Intern Psychologist	Level 15	\$75,616.60	No step movement as this is a one-year position.								
Therapist	Level 16t	\$92,449.75	\$94,777.38	\$97,105.00	\$99,432.63	\$101,760.25	\$104,087.88	\$106,415.50	\$108,743.13	\$111,361.71	\$114,045.71
Psychologist	Level 17	\$103,315.90	\$106,074.68	\$108,833.45	\$111,592.23	\$114,351.00	\$117,109.78	\$119,868.55	\$122,627.33	\$125,386.10	\$128,144.88
Team Leader Psychologist YJ Psychologist	Level 18	\$122,257.30	\$125,542.23	\$128,827.15	\$132,112.08	\$135,397.00	\$138,681.93	\$141,966.85	\$145,251.78	\$148,536.70	\$151,821.63

A further increase of \$2,000 or 3%, whichever is the greater, will be provided on 1 December 2023 (up to a cap that applies at \$180,000).

As of 1 December 2023	New Band	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Intern Psychologist	Level 15	\$77,885.10	No step movement as this is a one-year position.								
Therapist	Level 16t	\$95,223.24	\$97,620.70	\$100,018.15	\$102,415.61	\$104,813.06	\$107,210.52	\$109,607.97	\$112,005.42	\$114,702.56	\$117,467.08
Psychologist	Level 17	\$106,415.38	\$109,256.92	\$112,098.45	\$114,939.99	\$117,781.53	\$120,623.07	\$123,464.61	\$126,306.14	\$129,147.68	\$131,989.22
Team Leader Psychologist YJ Psychologist	Level 18	\$125,925.02	\$129,308.49	\$132,691.96	\$136,075.44	\$139,458.91	\$142,842.38	\$146,225.86	\$149,609.33	\$152,992.80	\$156,376.27

4.4 Additional hours and overtime

4.4.1 Additional hours

If the employees agreed hours of work is less than 8 hours per day, and or less than 40 hours per week, additional hours (up to 8 hours per day or 40 hours per week) will be paid at T1 if agreed in advance by their manager.

4.4.2 Overtime

Where agreed between the line manager and employee, overtime hours may be compensated by payment or time off in lieu (TOIL) on an hour for hour basis. Overtime is all authorised time worked in excess of eight hours per day or 40 hours per week.

4.4.3 Time off in lieu (TOIL)

Where an employee is required to work in excess of 40 hour per week or 8 hours per day (unless otherwise agreed in the work schedule), time off in lieu on a time for time basis shall be granted in accordance with the following (except where the employee is already being compensated for these hours through the payment of overtime, as per clause below):

- Work in excess of a two-hour block requires specific management approval;
- Where approved travel for the business extends the working day, any excess will be counted as worked hours and therefore be calculated for TOIL;
- Once 16 hours TOIL has been accrued, any further accrual requires specific supervisor / management approval;
- Employees and their manager must work closely in order to manage TOIL taking into account the health and safety of the employee and operational requirements.

None of the above applies to time worked on a Public Holiday.

4.5 Breaks

Employees are entitled to rest and meal breaks in accordance with Part 6D of the Employment Relations Act 2000. Employees are expected to take reasonable rest and meal breaks during normal working hours.

The timing of breaks will occur in a manner that recognises their purpose, i.e. employee's health and safety, whilst also being mindful of imposing the least disruption to operational needs.

4.6 Deductions from payroll

Oranga Tamariki may make the following deductions from an employee's pay:

- if instructed to make a deduction in order to comply with relevant legislation (e.g., the Income Tax Act 2007); or
- in accordance with the Wages Protection Act 1983 (with the required reasonable written notice) for:
 - any amount owed to Oranga Tamariki on ending the employment relationship or unauthorised absences from work
 - the value of any Oranga Tamariki property not returned or damaged (with due allowance for wear and tear)
 - to recover overpayments of salary or wages or any other debt owed to Oranga Tamariki:
 - on an employee's written request
 - Government Superannuation Fund
 - SSRSS
 - KiwiSaver
 - Global Retirement Trust
 - APEX membership subscription

4.7 Higher Duties Allowance

Employees who are requested in writing by their manager to undertake the full range of duties and responsibilities of a higher graded position for a period of 5 consecutive working days or more will receive an allowance. The allowance shall be either:

- the difference between the employee's salary and the salary the employee would receive if appointed to the higher position* or
- 5% of the salary the employee would have received if appointed to the higher position*, whichever is the greater.

The allowance shall be effective from the date the higher duties are first performed.

* For the purposes of calculating the higher duties allowance, the salary the employee would receive if appointed to the higher position shall be the next point above the employee's base salary on the range of the higher graded position. Where the higher position is remunerated on a managerial range that sits outside this Agreement the above principles shall be applied. Special duties allowance

4.8 Special duties allowance

The manager may, where they have the delegation, approve payment of a special duties allowance where the payment of a higher duties allowance is not applicable.

4.9 Secondments and relieving allowance

From time to time Oranga Tamariki may have secondment and relieving opportunities that an individual employee may wish to consider. Oranga Tamariki seeks to encourage and provide opportunities for career development through the provision of secondment/relieving opportunities for Oranga Tamariki employees.

When the proposed opportunity involves an employee working outside their substantive location, the manager offering the opportunity will negotiate and agree an arrangement with the employee prior to commencement.

4.10 Secondments and relieving allowance

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When the proposed opportunity involves an employee working outside their substantive location, the manager offering the opportunity will negotiate and agree an arrangement with the employee prior to commencement.

The parties agree and acknowledge that the best outcomes in agreeing a secondment/relieving arrangement will occur when this is based on the following principles:

- all secondment/relieving arrangements are negotiated and agreed prior to commencement;
- the arrangement negotiated reflects the needs of the individual;
- the arrangement is fiscally sound and can withstand external scrutiny;
- the individual is not advantaged or disadvantaged financially through the arrangement; and
- the agreement negotiated has integrity and reflects actual costs/expenses incurred.

4.11 Short-term secondments/relieving

Where an employee is on a secondment including relieving that necessitates their being away from home for a continuous minimum period of 14 days and up to eight weeks they will receive:

- actual and reasonable accommodation costs;
- where the period of secondment/relieving is greater than four weeks, one return trip home at Oranga Tamariki expense; and
- an allowance for meals and incidentals of \$63 for each 24-hour period and \$35 for each period of less than 24 hours, whichever is the greater amount.

Where a short-term secondment/relieving arrangement is extended beyond a further two-week period, the employee's manager will negotiate with the employee a new arrangement in accordance with the provision for long-term secondments/relieving below.

4.12 Long-term secondments/relieving

For a secondment/relieving opportunity in excess of eight weeks' duration, the manager and the employee will discuss how Oranga Tamariki will support the employee while on secondment. In negotiating and agreeing the arrangements, the following will be considered:

- the duration and nature of the secondment/relieving opportunity; and
- the needs of Oranga Tamariki alongside those of the employee.

Support may include:

- accommodation arrangements, e.g. private, longer-term rentals, accommodation outside the secondment/relieving location;
- reimbursement of childcare/eldercare costs;
- travel home on a fortnightly/monthly basis;
- a weekly allowance of up to \$150 per week based on seven days;
- local travel cost assistance if accommodation is outside the secondment/relieving location; and
- any other actual and reasonable expenses.

4.13 Travelling allowance

Oranga Tamariki will reimburse staff for all reasonable expenses (the purpose of which have been approved and are supported by receipts) incurred solely in respect of work for Oranga Tamariki, including any activity agreed between Oranga Tamariki and APEX. Employees required to travel in New Zealand on official business, shall be paid:

- actual and reasonable accommodation costs for overnight travel, receipts required; and
- actual and reasonable reimbursement for meals, receipts required; and

- an incidentals allowance of \$8.00 may be claimed for each night of overnight travel.

4.14 Staying privately

Subject to the employer's prior approval, where an employee is required to travel for business reasons and stays overnight privately, the allowance for accommodation, meals and incidentals will be \$63 per day, for each 24-hour period and \$35 for each period less than 24 hours.

Anyone staying privately for the purposes of qualifying for this allowance must not exceed 14 consecutive days. No other payment will be made, and it is up to the host and the employee to agree on the amount paid to the host. This allowance is in lieu of any claim by an employee for meals, incidentals, gift for host (koha) or accommodation expenses.

4.15 Working away from the usual place of employment

If an employee is required to work away from the usual place of employment, the manager may approve:

- the refunding of any additional fares required to travel to work, for up to 3 months; and/or
- TOIL for travelling time where the travelling time exceeds ½ an hour.

4.16 Expenses

Oranga Tamariki will reimburse employees for all reasonable expenses (which have been approved) incurred solely in respect of work for Oranga Tamariki. It is agreed that no employee should either be out of pocket, nor should they profit in respect to expenses related to their work for the employer.

4.17 Annual practising fees (permanent employees only)

Where a qualification or certificate is a requirement for the performance of a permanent employee's duties, Oranga Tamariki will pay for the costs of:

- admission fees;
- registration and/or annual practising fees; and
- professional association fees.

4.18 Dependents

At the manager's discretion, Oranga Tamariki may reimburse an employee for the costs of caring for dependents if the employee is required to be away from their normal place of work and there is no reasonable alternative.

4.19 Vehicle usage reimbursement

Whereby mutual agreement an employee uses their own vehicle for work purposes, they will be paid a motor vehicle reimbursement in accordance with the Inland Revenue rates, as adjusted from time to time.

4.20 Relocation expenses

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

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

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

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

- expenses of transfer of household effects, including insurance and storage;

- personal travel and living costs for the employee and their family and temporary accommodation;
- expenses arising from the sale and purchase of the employee's home;
- expenses arising from the transfer of children between schools;
- the reimbursement of expenses reasonably incurred in the re-establishment of the employee's household; and/or
- paid leave as necessary to affect the transfer.

Travel costs to the new location will be paid in terms of the travel allowance provisions contained in clause 4.13.

4.21 Superannuation and retirement savings schemes

Eligible employees may join KiwiSaver at any time and Oranga Tamariki will comply with any contributory obligations required by legislation.

Eligible permanent employees may continue to contribute to the Government Superannuation Scheme pursuant to the Government Superannuation Fund Act.

Employees, who are already members of a now closed scheme, will be able to continue their membership and receive such employer contributions that were payable as at the coming into force of this agreement provided:

- they have not redirected the employers' contribution (or a portion thereof) to KiwiSaver; and
- both legislation and the schemes Trust Deed permit.

Such schemes include but are not necessarily limited to the State Sector Retirement Savings Scheme and the Individual Retirement Plan.

4.22 First Aid

Oranga Tamariki will provide appropriate first aid facilities, training and support for designated first aid attendants in accordance with health and safety policy and legislation. Employees who are holders of a current First Aid Certificate and who are designated First Aid attendants will be paid an extra \$300 per year.

4.23 Tikanga and Te Reo recognition

Where employees are called upon to use their Tikanga Māori and Te Reo Māori knowledge and experience beyond the requirements of their role they should be recognised for this. Koha is an integral part of Tikanga Māori and significant protocol is attached to it. It is recommended that the koha offered reflects the significance of the work being undertaken.

Examples of koha could include but are not limited to, support in cultural development, an appropriate gift, or time off to attend training.

This clause is also applicable to employees who are requested to utilise other forms of cultural expertise and/or language knowledge beyond the requirements of their role.

5. PROFESSIONAL DEVELOPMENT

5.1 External Supervision

Clinical supervision will be provided internally and externally. Wherever possible, dual relationships in internal professional/clinical supervision should be avoided. The blurring of social and supervisory relationships may compromise the supervision. Overlap of line management and supervisory relationships may reduce the supervisee's ability to acknowledge areas of difficulty. In circumstances where dual relationships are unavoidable, the supervisor and supervisee should discuss the implications and note in the contract any agreed steps for managing the dual relationships.

Employees shall be reimbursed the costs of external supervision to a maximum of \$200 per month, with external supervision to be undertaken within work hours.

5.2 Professional Development

- Beginning on 1 July 2022, each employee shall be allocated the sum of \$2,000 per annum, capped at an accumulated maximum of \$4,000.
- This shall be applied to reasonable and actual travel, accommodation, fees and expenses, conferences, and books.
- CPD funds are not to be used for mandatory training, nor events that the employer would consider vital to the role to attend (e.g. PCIT).
- Personally directed CPD is considered part of work and shall be paid as such up to a maximum of 20 hours per annum.

5.3 Career Development

Oranga Tamariki aims to encourage and provide employees with appropriate career development opportunities to assist them to reach their full potential and facilitate their job security by developing portable skills and attributes. Employees and their manager should discuss career development opportunities at the time of their performance assessments and coaching. This may include agreeing on the conditions and type of support provided by Oranga Tamariki. Career development opportunities can be:

- on-the-job training;
- internal training courses;
- external courses/conferences;
- study assistance;
- secondment; and
- achieving recognised qualifications.

5.4 Language Development

Oranga Tamariki acknowledges they play a role in promoting and supporting the knowledge and use of New Zealand's official languages: Te Reo Māori and New Zealand Sign Language as well as English and the Pacific Island languages. Oranga Tamariki is committed to lifting the level of cultural competence across the organisation.

It is a professional requirement of all roles that they have the language and cultural skills required to do their role. We also acknowledge that individuals may choose to increase their language and cultural capacity beyond what is required for their role and that languages are cultural taonga.

Employees may seek approval, as part of their development planning conversations, to access time, and/or funding, to develop their language and cultural competency.

5.4.1 Recognition of Te Reo Māori me ōna Tikanga

Oranga Tamariki acknowledges the mana of te reo Māori me ōna tikanga and is committed to actively protecting and contributing to the revitalisation of te reo, mātāuranga Māori and the application of tikanga and kawa as taonga in the workplace.

Oranga Tamariki values and recognises the significant benefits of building a capable and confident workforce focused on strengthening relationships with tamariki, rangatahi, whānau, hapū and iwi.

Oranga Tamariki acknowledges the cultural responsibilities that speakers of te reo Māori me ōna tikanga bear. Management will respectfully accept the decision kaimahi Māori make should they decline to provide te reo Māori me ōna tikanga expertise.

Recognition can be accessed as follows:

1. Promoting Learning of Te Reo Māori

Oranga Tamariki is committed to promoting learning and use of te reo Māori and contributing to the success of the Maihi Karauna Māori Language Strategy.

Oranga Tamariki will recognise an employee's competence in te reo Māori by payment of an annual Te Reo Māori allowance. The rate of the allowance is based on the level of certification given by Te Taura Whiri i Te Reo Māori (The Māori Language Commission).

Applications for this allowance are validated by the appropriate certification from Te Taura Whiri i Te Reo Māori (e.g. exam result slip or e-certificate) or any other accreditation/certification as mutually agreed to by PSA and Oranga Tamariki, showing the level attained. Payment will be a single annual gross allowance at the appropriate rate for the highest validated level, based on the following:

Level Finder Attestation	Descriptor/Objective	Annual Allowance \$ p.a. (gross)
5	Complete proficiency: Reward excellence and cultural contribution	\$3,500
4	Higher proficiency: reward cultural contribution	\$2,500
3	Moderate proficiency: encourage development	\$1,750
2	Basic conversational proficiency: support on-going learning	\$1,000
1	Basic routine language: Encourage entry level learning	\$500

2. Recognition of Te Reo me ōna Tikanga Māori Expertise

Oranga Tamariki acknowledges the importance of te reo me ōna tikanga Māori expertise. Where kaimahi Māori are called upon for their te reo me ōna tikanga Māori expertise informally and/or formally over and above their normal work duties they will be entitled to an annual Te Reo me ōna Tikanga Expertise Allowance of \$2,500 gross.

Accessing this allowance, is irrespective of:

- Time between each request.
- Number of requests.

Applications for this allowance are received and validated by a Te Reo Māori me ōna Tikanga panel.

This provision excludes kaimahi Māori appointed to roles whose job descriptions specifically require te reo Māori me ōna tikanga expertise as part of their usual roles and responsibilities.

5.4.2 Te Reo Māori me ōna Tikanga Panel

To ensure a consistent and pono approach is taken to the implementation and application of this clause, the Te Reo Māori me ōna Tikanga Panel will be established to receive, validate and enable management authorisation for payments under this clause.

The panel will consist of:

- PSA Hinonga Māngai Māori or delegated rūnanga representative
- People Culture and Enabling Services representative
- Specialised Māori role

The purpose of the panel is to:

1. Demonstrate a commitment to Te Tiriti o Waitangi principles and give effect to Section 14 of the Public Service Act 2020.
2. To ensure the mana and integrity of this clause is protected and regulated from a Te Āo Māori practice.

3. To review application information and ensure it is correct and complete.
4. To ensure applications meet the criteria for endorsement.
5. To inform applicants of the outcome.
6. To inform the applicant's manager of the endorsement for authorisation.

Any concerns raised by the employer must be addressed to the panel in writing and received within 48 hours of the manager receiving the original written notification from the panel to authorise payment.

Concerns received in writing, will be considered by the panel. The manager will be advised of the final decision by the panel within 10 working days from the date of the original decision being made.

5.4.3 Koha

Koha is an integral part of Te Aō Māori and significant kawa and tikanga are attached to it. It is recommended that the koha offered reflect the significance of the role and work being undertaken.

Examples of koha could include but are not limited to, support in cultural development, an appropriate gift or paid leave to attend training.

Oranga Tamariki also acknowledges the important role and skills of kuia and kaumatua within Oranga Tamariki including but not limited to: kaikaranga, kaikorero, hui, tangihanga/hura kōhatu/whakatahe, or other events defined by Māori.

The contribution that kuia and kaumatua provides will be recognised in a culturally appropriate and respectful way which aligns with the values of Oranga Tamariki and the principles of Nga Kaupapa.

Koha is also applicable to employees who are requested to utilise other forms of cultural expertise and/or language knowledge beyond the requirements of their role.

6. LEAVE

6.1 Crediting of previous service

Service broken by less than fifteen months service will be considered continuous service for employees engaged on or after 2 July 2009 provided:

- redundancy was not paid out (in which case there shall be no recognition of service);
- the period of fifteen months may increase to no more than four years if the break was for the purpose of childcare; and
- There shall be no recognition of service prior to 1 July 2003.
- The onus and responsibility for providing evidence of previous service rests with the employee.

Service in the core Public Service (as defined in Schedule 2 of the Public Service Act 2020) and Crown entities (including district health boards and Education Service, which includes schools, tertiary education institutions and kindergartens), will be recognised for leave entitlements.

6.2 Entitlement to annual leave and public holidays

An employee who works full time will be entitled to annual leave as follows:

- on completion of one year's continuous service, 23 days per year; and
- on completion of five years' continuous service, 25 days per year.

Annual leave will be prorated for an employee who works less than full time.

6.3 Public holidays

Public holidays will be allowed in accordance with the Holidays Act 2003. The recognised public holidays are:

- Christmas Day

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

6.4 Payment for working on a public holiday

Where an employee works on any part of a public holiday which would otherwise have been a normal working day they shall receive:

- T1.5 for any hours worked, and
- an alternative paid holiday

Where an employee works on any part of a public holiday which would not otherwise have been a normal working day for the employee, they shall receive T1.5 for actual hours worked only.

6.5 Sick Leave

Employees and the employer share responsibilities to ensure the fair application and management of sick leave.

6.5.1 Entitlements

- A permanent employee with less than 2 years' service* is entitled to 10 days sick leave per year.
- For permanent employees with more than 2 years' service*, sick leave is provided as required while an employee is sick
- Sick leave provisions for fixed-term employees are covered in clauses 13.2

* "service" relates to continuous service with Oranga Tamariki or its predecessors, subject to the provisions in clause 6.1.

6.5.2 Employer Responsibilities:

Oranga Tamariki will administer sick leave fairly and reasonably by:

- Being aware of employee's sick leave use and offering to discuss available supports at an early stage where there are concerns;
- Involving employees and their representative in decisions the manager may make in their use of sick leave.
- respecting an employee's right to privacy by only requesting medical information necessary to make an informed decision about fitness for work.
- Supporting an employee's return to work and complying with agreed return to work plans where applicable.

6.5.3 Employee Responsibilities:

Employees will use sick leave responsibly by:

- only utilising sick leave for genuine illness and/or injury when they (or someone dependent on them for care) are genuinely unable to come into work;
- advising their manager before the employee's normal start time if they are intending to be absent from work on sick leave on any day;
- recording absences accurately in MyHR or their time sheet (where applicable);
- keeping their manager regularly informed about matters relevant to their use of sick leave including but not limited to their state of health, any change in their circumstances and the prospect or prognosis of return to work; and
- communicating with their manager about, and entering into, a return to work plan (as may be agreed with their manager and/or treatment provider) and complying with any agreed return to work plan.

6.6 Dependent leave

Sick leave may be used in circumstances when an employee is required to be absent from work due to illness or injury of an employee's partner, spouse or other person dependent on the employee for care. The use of sick leave for the care of dependents will normally be restricted to a maximum of 10 days per employee per year. This entitlement forms part of the employee's sick leave entitlement and is not in addition to it.

Oranga Tamariki may require medical certification as proof of illness or injury for any absence to care for a partner, spouse or other person dependent on the employee for care, where there are reasonable grounds to suspect that sick leave being taken is not genuine.

6.7 Management of sick leave

The availability of as required sick leave relies on mutual trust between the employer and employee and the belief that, if ill, employees should be allowed to recover from any illness or incapacity without fear of loss of pay or termination of employment. However, this does not mean that sick leave is unlimited, and it will need to be managed in accordance with the principles in clauses 5.5 and 5.8. This may include the withdrawal of paid sick leave after due consideration and consultation.

Where there are concerns about the authenticity of an employee's absences on sick leave, or an on-going pattern of sick leave, the employee may be required to produce a medical certificate for each absence. Where the absence is 5 or more consecutive days (including days off) an employee is required to provide a medical certificate at their own cost. If the manager requires a certificate for absence of less than 5 days, Oranga Tamariki will pay.

Where a certificate is not produced or does not support the absence, Oranga Tamariki may refuse payment for such absences.

6.8 Long term or recurring illness or accident

Where an employee has a pattern of high sick leave usage it is expected that proactive discussions will occur between a manager and an employee in order to address this. Oranga Tamariki will always do its best to provide continued employment when employees are prevented from attending work due to long term or recurring illness or accident, however there is a limit as to how long any position can be kept open in the event of physical or mental incapacity or a consistent and on-going pattern of high sick leave usage.

Before deciding to withdraw sick leave on pay or terminate employment, Oranga Tamariki will discuss the situation with the employee (and their representative if desired). Oranga Tamariki will give reasonable notice of their intention to hold such a meeting and will give due consideration to the member's views. Factors to be considered in the decision are:

- sick leave taken and length of service
- prospect of and timeline for recovery
- rehabilitation prospects, including suitable alternative duties
- employee's personal circumstances, hardship and impact on their career

- reasonableness of cost for Oranga Tamariki

Following discussions with the employee (and their representative) Oranga Tamariki may withdraw sick leave on pay or terminate an employee by giving appropriate notice if Oranga Tamariki is of the opinion that the employee is incapable of the proper performance of their duties as a result of incapacity due to illness or accident.

6.9 Unpaid leave for the care of a dependent

6.9.1 Eligibility

Subject to the approval of their manager, a permanent employee will be eligible to take a minimum of one month's unpaid leave and up to a maximum 15 months' unpaid leave for the care of a dependent.

Where an employee wishes to take special leave, they will provide as much notice as is possible to their manager. The employee will provide one month's notice of their intention to return to work at the completion of the leave. Prior to approval the manager may require verification of the disability or illness.

6.9.2 Job protection

Where approval is given for an employee to take special leave, the employee will be entitled to resume work in the same or similar position to the one they held prior to commencing special leave for the care of a dependent. A similar position means:

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

Where an employee takes special leave for the care of a dependent, Oranga Tamariki will keep the employee's position open with a temporary replacement. This special leave without pay interrupts but does not break service.

6.10 Sickness on annual leave or long service leave

Where an employee becomes ill while on annual or long service leave, the period of illness will be a charge against their sick leave. A medical certificate may be required.

6.11 Accident leave

Where an employee is absent from work due to an accident, the provisions of the relevant accident legislation at the time of the injury will apply.

Where the absence is due to a work-related accident, Oranga Tamariki will pay for the first week of absence at 80 per cent of the employee's ordinary weekly pay.

Where the absence is due to a non-work-related accident, payment for the first week of absence will be made where the employee has an unused sick leave entitlement. Any payment made will be a charge against their sick leave entitlement.

Where the absence is due to either a work-related or non-work-related injury, the balance between the 80 per cent Accident Compensation payment (or the Oranga Tamariki Workplace Insurer payment) and the employee's ordinary weekly pay will be paid where an employee has an unused sick leave entitlement. Any payment made will be a charge against their sick leave entitlement.

If an employee is injured at work our objective is to implement programmes to contribute to their successful rehabilitation as soon as possible. In accepting this Agreement employees agree to participate in approved rehabilitation programmes as directed.

In any case where Oranga Tamariki has reasonable cause to be concerned about an employee's health due to injury they may be required to undergo a medical or specialist examination. The purpose of such examinations is to assess their suitability for work-based rehabilitation programmes or to enable an informed decision to be made regarding their continued employment. Oranga

Tamariki will meet the cost of such examinations. Failure to comply with the specified requirements may render an employee ineligible for compensation.

6.12 Compassionate grant

On the death of a staff member Oranga Tamariki may approve a cash grant to:

- the surviving partner; or
- dependent children; or
- the estate of the deceased employee.

This cash grant will be calculated in accordance with retiring leave tables. Where the deceased employee had an entitlement to retiring leave prior to their death the cash grant, where approved, will be in lieu of any retirement leave entitlement (that may otherwise have become due) and is not in addition to any retirement leave entitlement that may otherwise have become due. For employees who are not eligible for retiring leave then their calculation will be based on a payment of at least 65 days.

6.13 He wā Pouri

Includes but not limited to: Bereavement/Tangihanga/ Hura Kōhatu/Whakatahe.

Oranga Tamariki acknowledges the cultural process associated with grieving from a Te Ao Māori context which may include (but not limited to) the following.

An employee shall be granted He Wā Pouri leave on full pay to either:

- discharge their obligations and/or pay their respects to a deceased person
- attend an hura kōhatu (unveiling)
- work through a loss where an employee who is pregnant suffers a whakatahe (miscarriage) during the pregnancy.

The amount of leave will be granted for a reasonable period of time as agreed between the employee and their manager.

Oranga Tamariki recognises that members will be in a state of pouri and the importance of maintaining cultural sensitivity and privacy when administering these provisions taking into account:

- the closeness of the association between the employee and the deceased. This association need not be a blood relationship;
- whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death;
- the amount of time needed to discharge properly any responsibilities or obligations;
- reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel;
- 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;
- if paid discretionary leave is not appropriate, then annual leave or leave without pay should be granted.

Oranga Tamariki recognises He Wā Pouri is not time bound as per the tikanga of Te Ao Māori.

He Wā Pouri leave does not have to be taken all at once or within a specified time after the bereavement.

6.14 Discretionary leave

Additional Leave either with or without pay, may be allowed at the discretion of the manager.

6.14.1 Discretionary paid leave for Kaimahi Māori

Oranga Tamariki and the APEX seek to ensure Māori are connected and engaged with Māori communities and values systems, including (but not limited to) manaakitanga, whanaungatanga, and kaitiakitanga.

Oranga Tamariki is committed to upholding Te Tiriti o Waitangi from a Tangata Whenua perspective by supporting Māori members to connect to their culture and whakapapa, and will deliver on this commitment to establish, maintain, and strengthen their sense of belonging by providing all Māori members with access to paid discretionary leave for the purpose of cultural obligations, such as (but not limited to):

- Land court hearings concerning land issues of the staff members iwi, hapū, whānau;
- Marae commitments of an obligatory nature; e.g. Kaumātua, Kaikaranga, caretaker;
- Hui raupatu (hui regarding land claims);
- Iwi, hapū, Marae or Trust committee elections or meetings;
- Cultural performances; e.g. Matatini.

6.15 Leave without pay

An employee may apply for leave without pay and the employer will make reasonable efforts to accommodate such requests. Each application will be considered according to its merits with a decision made taking account of the circumstances of the individual as made known to the employer and the operational needs of the employer.

All annual leave will be expected to be taken prior to the commencement of leave without pay.

Approved leave without pay for periods in excess of one month will be regarded as discretionary leave and the following will apply:

- for leave without pay periods of more than one month and up to three months, the position will be held open and service will be interrupted but not broken;
- for leave without pay periods of more than three months and up to 15 months the employee is not guaranteed placement in either the same job or a new job at the end of the period of leave. If the employee is successful in a competitive recruitment process and appointed to a suitable vacancy, their service will then be treated as interrupted but not broken;
- the employee will inform their manager (in writing) of their wish to return to work. From this point, the employee will be shortlisted and considered for appointment to the vacancies they signal interest in for up to three months, providing they have skills and experience suitable for the vacant role. If the employee is not successful in a competitive recruitment process and appointed to a suitable vacancy before the end of the three-month period, the employment will terminate. The last day of service will be recognised as the original date that the extended approved leave without pay period commenced.

6.16 Discretionary Leave with Pay

Discretionary leave with pay is usually only provided where the employee has used up their available annual leave and no other paid leave type is appropriate.

Examples of the circumstances that may be considered by the employer include:

- representing New Zealand in an official capacity;
- formally representing New Zealand in a sporting activity; or
- has suffered a major personal crisis or loss that they need to address and leave without pay would cause financial hardship to the employee and/or their family/dependents.

6.17 Parental Leave

The provisions of the Parental Leave and Employment Protection Act 1987 (including protection of employment provisions) apply, with additional entitlements for payment on return to work and for reengagement after childcare.

Parental leave provided by Oranga Tamariki is unpaid leave. Note that employees taking Primary carer's leave may be entitled to payment under the Statutory Paid Parental Leave Scheme. This payment is taxpayer funded and administered by Inland Revenue.

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

6.17.1 Eligibility

- Parental leave may be available to:
- pregnant employees;
- employees who begin permanently caring for a child under six years who is not their natural child (this includes permanent care such as adoption and home for life, but not foster care);
- employees whose partners are eligible for parental leave; and
- whāngai.

The amount of leave an employee can take depends on whether they meet the six or 12-month criteria below:

Six-month criteria

The employee must have worked for Oranga Tamariki for an average of at least 10 hours a week for the six months before their baby's due date (or the date they become responsible for the care of a child under six years on a permanent basis).

Twelve-month criteria

The employee must have worked for Oranga Tamariki for an average of at least 10 hours a week for the 12 months before their baby's due date (or the date they become responsible for the care of a child under six years on a permanent basis).

An employee may take the maximum period of parental leave exclusively or share it with their partner.

6.17.2 Applying for primary carer leave, partner's leave, and extended leave

An employee must put in writing to Oranga Tamariki their intention to take primary carer, partners, or extended leave. The expected time frames for application of carer leave, partner's leave, and extended leave are outlined in the Parental Leave and Employment Protection Act 1987. The employee is required to provide a copy of a certificate from a doctor or midwife naming who is pregnant and the baby's due date or documentation that shows assuming care of the child with a view to adopt.

6.17.3 Primary carer leave

Primary carer leave may be available to employees eligible under clause 5.17.1. Primary carer leave must be taken in one continuous period up to the number of weeks specified under the act (26 weeks as at 1 December 2021).

- The employee can start their primary carer leave up to six weeks before the baby's due date or the date on which the employee will become the primary carer of the child. Pregnant employees can start primary carer leave earlier if:
- the baby is born before the employee's scheduled leave, or
- directed by a doctor or midwife, or

- Oranga Tamariki considers that the pregnant employee's work is unsafe, or their performance is inadequate, due to their pregnancy; and Oranga Tamariki can't temporarily transfer the employee to another suitable job.

Any leave taken before the six-week period prior to the due date is in addition to the employee's entitlement to extended leave.

6.17.4 Extended leave

Extended leave may be available to employees eligible under section 6.17.1. The amount of extended leave that an employee may take depends on whether they meet either the 6 or 12-month time criteria:

- employees who meet the 6-month criteria may take up to 26 weeks (less the number of weeks of primary carer leave taken);
- employees who meet the 12-month criteria may take up to 52 weeks (less the number of weeks of primary carer leave taken);
- in either instance, if the employees' partner is also taking extended leave, they share this amount.

6.17.5 Partner's leave

An employee may take up to two weeks unpaid leave if their partner is going to give birth or assume the care of a child. This leave may be taken at any time between the period three weeks prior to, and three weeks following, the expected date of delivery or date of assuming care. This leave must be taken as a block of up to two weeks.

6.17.6 Special leave

In addition to any other parental leave taken, a pregnant employee may also take up to 10 days' unpaid special leave without pay for pregnancy-related reasons such as antenatal classes, scans or midwife appointments.

6.17.7 Annual leave

Any annual leave entitlement or accrued annual leave that employees have at the time they begin primary carer leave and/or extended leave will need to be used in accordance with the holidays act. The term of primary carer leave and/or extended leave will begin once the annual leave is used.

An employee can request leave to be cashed out, consideration for a cash out of annual leave will be made in accordance with the Holidays Act.

An employee who has applied for a primary carer leave and/or extended leave period of less than three months can ask to retain any annual leave entitlement accrued prior to taking the parental leave (i.e., it will not be paid out as described above). When the employee takes this leave on their return, it will be paid at their daily pay rate applying at the time they started their parental leave.

Employees will continue to accrue annual leave while they are on primary carer leave and/or extended leave. This leave will be available to employees following their return to work and paid at their daily pay rate when they take it.

6.17.8 Job protection

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

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

When an employee takes parental leave, Oranga Tamariki will keep the employee's position open, preferably with a temporary replacement. In the event that an employee's position becomes affected,

while they are on parental leave, they will be notified and consulted in terms of change management provisions contained in this agreement.

6.17.9 Payment on return to work (ex-gratia)

Employees will be eligible for an ex-gratia payment of up to 32 days if they:

- have taken at least six weeks' primary carer leave and/or extended leave; and
- had care of their child in terms of the Parental Leave and Employment Protection Act 1987.

The payment will be made either:

- on the completion of six months' service after returning to work; or
- alternatively, the employee may choose to receive the payment pro-rated in equal fortnightly instalments commencing on their first payday after they return to work, with the final payment made at the completion of six months' service.

Where an employee chooses to receive the parental leave payment in instalments, they need to advise payroll of this on their first day back at work. They are not entitled to the balance of the payment if they resign or their employment is terminated before the completion of six months' service after returning from primary carer and/or extended leave.

The payment is based on the employee's annual rate of pay and hours of work before they went on leave, and will be made as follows:

- the amount will be calculated at the normal rate of salary applicable to the 32-day period prior to the commencement of the leave;
- only one payment will be made when both partners are engaged by the public sector and both meet the eligibility criteria; and
- the amount will be pro-rated where an employee takes extended leave following a period of primary carer leave of less than six weeks' leave.

Where an employee works reduced hours prior to taking primary carer leave and/or extended leave as a result of a medical condition arising from their pregnancy, the return to work payment will be calculated at the normal rate of salary for the 32-day period prior to the reduction in hours.

6.17.10 Re-engagement after childcare

An employee who resigns to care for pre-school children will have preference for re-employment if they re-apply for a position within four years from the date of resignation or five years from the date of taking parental leave.

The preference will apply where the employee applies for a vacancy that is substantially the same position as previously held and where the employee has the necessary skills to fill the vacant position competently. Where these criteria are met, the person will be offered the position in preference to any other person. The period of absence will be treated as unbroken service but will not count for the purpose of any service-related leave entitlements. The preference will lapse where the applicant has not been appointed to a position within six months of re-applying.

6.18 Jury service leave and witness leave

Where an employee is required for jury service, or obliged to attend as a witness, paid leave will be provided to attend. Any jurors' fees or witnesses' fees are to be repaid to Oranga Tamariki.

6.19 Community service leave

Employees who are appointed by Ministerial appointment to a Board, Council or Committee will be allowed paid time off to meet their commitments. If an employee has been given approval to undertake a commitment in community activities such as civil defence (including conferences and courses), voluntary firefighting and search and rescue, unpaid leave will be provided for these activities.

The period of leave will be determined in each case by agreement with the employee's manager, subject to addressing any difficulties in releasing the employee from work.

Any remuneration earned from these activities during paid time off is to be repaid to Oranga Tamariki.

6.20 Military leave

Leave of absence may be approved for employees to undertake military training in accordance with the Volunteers Employment Protection Act 1973. Employees who undertake military training will receive 12 weeks' paid leave for the initial training plus up to four weeks' paid leave for training each year thereafter. Where an employee receives military pay while on training, the employee must refund either their salary paid by Oranga Tamariki or their pay received from the military, whichever is the lesser amount.

Additional military leave without pay will be allowed for employees who are selected by the military to undertake peace-keeping duties. The period of leave will be to a maximum of 12 months, inclusive of any training required.

6.21 Study and sabbatical leave

Employees may be granted leave to undertake a programme of study as agreed with the employer. Support for study leave may include paid or unpaid leave for attendance at lectures, tutorials, workshops, and attendance and preparation for examinations or assessments; contribution to course fees; or use of work facilities.

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

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

Employees may be granted sabbatical leave for up to 12 months to undertake courses of study or further development or research that will have a directly beneficial relationship to Oranga Tamariki.

The employer, in consultation with the employee, in determining the support for sabbatical, will consider:

- the time commitment required and the workload of the employee;
- Programme or research requirements such as attendance at lectures or workshops, interviewing, literature reviews, residential modules, on-the-job or practical experience, examinations, write ups and assessments;
- additional support available such as use of work facilities and technology;
- the impact of leave on the work of the organisation and on the workload of the employee and others; and
- affordability of providing the support to the employee.

Employees will be advised in reasonable time prior to the commencement date of the leave sought that their request has either been approved or declined, and whether such leave will be fully paid, part paid, unpaid and/or the level of contribution towards costs that the employer is able to make. Employees will be able to return to the same or substantially similar duties on their return from sabbatical leave.

6.22 Long service leave

Employees will be entitled to long service leave as follows:

- two weeks' holiday on completion of 10 years' continuous service with Oranga Tamariki or its predecessors, subject to the provisions in section 6.1; plus
- one week's holiday after five years' continuous service thereafter.

Long service leave will not be accumulated from one qualifying period to another and will be taken before the next entitlement falls due or be forfeited.

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

7. EMPLOYEE WELLBEING AND SAFETY

7.1 Health and Safety

Managers are responsible and accountable, on behalf of Oranga Tamariki for managing safety in their individual areas of responsibility. Oranga Tamariki is committed to:

- complying with the Health and Safety at Work Act 2015, codes of practice, standards and guidelines;
- engaging with employees, providing on-going opportunities for worker participation with regards to health, safety and wellbeing practices;
- taking steps to prevent illness and injury at work, including the provision of appropriate training, support, equipment and procedures;
- ensuring the capability exists to deliver health, safety and wellbeing services;
- establishing and maintaining safe and manageable caseloads;
- providing appropriate supervision and support for staff;
- establishing and maintaining a bullying, harassment and discrimination free workplace;
- establishing rehabilitation programmes to support the safe and early return to work of injured employees for work and non-work injuries, illnesses and workplace related stress, including providing opportunities for alternative duties when available;
- developing and maintaining emergency procedures and review emergency exercises and events to ensure preparedness for unplanned emergency events;
- involving employees and APEX representatives in the on-going development of health and safety policies, systems and procedures in the workplace;
- continually improving our health, safety and wellbeing practices; and
- giving workers the highest level of protection, as is reasonably practicable, against harm to their health, safety and wellbeing from hazards and risks arising from work and will act in good faith in all matters relating to health, safety and wellbeing.

Employees also have an important role in health and safety. This includes:

- ensuring they do all that is reasonably practicable to ensure their own health, safety and wellbeing and the health, safety and wellbeing of others;
- reporting all incidents, including near misses, and hazards;
- taking an active role in their own rehabilitation following injury or illness;
- ensuring they are prepared for any emergency situations;
- completing training as prescribed by Oranga Tamariki; and

- proactively engaging with health and safety systems and elected representatives in order to create a safe and healthy workspace.

Oranga Tamariki will provide appropriate first aid facilities, training and support in accordance with health and safety policy and legislation. There are critical response and dangerous situation policies that all employees should be familiar with. They can be found on Te Pae and will be updated regularly.

For a permanent employee who works on VDU duties for at least 50% of their time, Oranga Tamariki will meet the costs of an eye test. If the test shows that prescription spectacles are required for work purposes, then Oranga Tamariki shall pay the cost of spectacles in line with policy.

7.2 Personal information

Employees may access their own personal information held by Oranga Tamariki in accordance with the Privacy Act 1993.

7.3 Employee Health

It is essential that employees present themselves for work fully fit to carry out their assigned duties and that Oranga Tamariki recognises that a person with impaired work performance should receive early assistance.

Employees may be required by Oranga Tamariki to undergo a medical examination by a registered medical practitioner or specialist, to assess whether they continue to meet the requirements of their role. This includes an employee who suffers a work accident. Oranga Tamariki will pay for such examinations.

Managers and employees share on going responsibility to manage their work in the best interests of clients and employees. Oranga Tamariki is committed to maintaining its capability to deliver quality services.

7.4 Employee assistance programme

Employee assistance is available to all employees and their immediate families. It represents the commitment by Oranga Tamariki to the welfare of all employees and Kaimahi Ora.

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

Where there is a requirement for specialist support, counselling and/or psychological assistance may be made available.

Information about this service, including how to access the programme, is available in the workplace and on Te Pae.

7.5 Workplace harassment, bullying and discrimination

It is the responsibility of Oranga Tamariki to promote and maintain a work environment free of unwelcome behaviour and to provide a mechanism for reporting incidents of harassment, bullying or discrimination, ensuring a fair and transparent investigation and avoiding reprisals against the complainant.

It is the responsibility of both management and employees to behave in a manner that is respectful of others and to resolve issues raised in a timely manner.

The policy is available on Te Pae.

7.6 Family Violence

Oranga Tamariki has an important role in preventing and responding to family violence. It recognises that when its employees experience family violence in their personal life, their attendance, performance and/or safety at work may be affected.

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

Employees who are experiencing family violence can raise it with their manager or human resources. The employee may also go through a support person, such as an APEX delegate, or a colleague.

Some examples of practical actions that the employer will provide when needed include:

- discretionary leave with pay (the employee is not expected to use up annual leave first)
- discretionary leave without pay
- redirecting pay to a different bank account
- referral to an external agency who can help
- flexible working, including hours, days, patterns and/or locations of work
- providing a new work phone number and/or email address

Proof that family violence is occurring is not required.

More information can be found on the following website: <https://www.areyouok.org.nz>

Family violence is also known as domestic violence. It means all forms of violence in family and intimate relationships. Family violence can be physical, sexual or psychological abuse.

7.6.1 Rights for employees

Employees affected by family violence the right to:

- take up to 10 days of paid family violence leave. This is separate from annual leave, sick leave and bereavement leave;
- ask for short-term flexible working arrangements. This can be for up to 2 months; and
- not be treated adversely in the workplace because they might have experienced family violence.

It does not matter when the family violence took place. Employees still have these rights if they experienced family violence before they began working for their current employer or before the law was introduced.

7.6.2 Who can get family violence leave

Employees who have been affected by family violence can take paid family violence leave if:

- they have six months' current continuous employment with the same employer, or
- they have worked for the employer for six months for:
 - an average of 10 hours per week, and
 - at least one hour in every week or 40 hours in every month.

8. CODE OF CONDUCT AND ORANGA TAMARIKI POLICIES

Oranga Tamariki has a Code of Conduct that sets out its standards of conduct for staff. There are also other Oranga Tamariki policies setting standards of behaviour. The standards outlined in these documents must be adhered to at all times. Employees have access to copies of the Code of Conduct and policy documents via Te Pae and are responsible for ensuring that they are familiar with these and comply with them. The Code of Conduct and the policies may be amended from time to time.

9. PROBLEM RESOLUTION

9.1 Shared commitments

APEX and Oranga Tamariki share a commitment to having a workplace where the preference is to be able to solve problems and conflicts in a strengths-based, constructive way. We are also committed to resolving issues at the lowest possible level minimising any negative impact on those involved.

- These principles are at all times interwoven with our shared commitment to the wellbeing of the tamariki, whanau and communities that we work with. Employees can expect all disciplinary and problem-solving processes to be:
 - respectful of mana - No-one should feel that their Mana is damaged or trampled through a disciplinary process or in solving workplace issues. Respect for both parties must be present at all times. This does not mean that a process of addressing an issue won't be hard won or challenging at times, but rather that these difficulties are addressed with empathy, consideration and respect for natural justice.
 - solution focussed - We are not focused on a punitive outcome or "winners and losers" but where possible what can be learnt from the situation and what supports can be put in place to prevent a reoccurrence of the issue.
 - timely - we don't want anyone to experience a protracted investigation where possible. Having issues resolved as quickly as possible allows for greater workplace harmony and keeping people integrated into the workplace.
 - contextual - When making decisions on a resolution, outcome or support there will be balanced consideration given to the employees' circumstances, both inside and outside of the workplace, and the nature of the issue.

9.2 Disciplinary processes

When an issue is either unable to be resolved at a problem-solving level or is at a level of seriousness that warrants a formal disciplinary process, all employees have both rights and responsibilities.

All employees have the right to:

- be advised of their right to representation and or support person of their choice;
- see the allegations and evidence against them in writing ahead of any disciplinary meeting;
- have adequate time to prepare a response and organise representation;
- know who will be at the meeting and what their role is;
- a process of investigation that is conducted with an open mind free from pre-determination; and
- an outcome that is consistent with other similar situations.

All employees have a responsibility to:

- act in good faith; and
- act in accordance with the code of conduct.

If the issue cannot be resolved either party may seek the assistance of a mediator. The mediator will be agreed between the parties as an appropriate person to assist. Reasonable costs of the mediator will be met by Oranga Tamariki.

If either party believes that mediation is inappropriate, or if the employment relationship problem has not been resolved after using the Employment Relations Service, either party can apply to the Employment Relations Authority for assistance. This is a more formal step to take. The Authority's role is to investigate the problem and to make a decision.

9.3 Suspension

Where a serious allegation is made and Oranga Tamariki considers there may be a genuine on-going risk to the safety of staff, tamariki or the organisation, an employee may be required to undertake reduced or alternative duties consistent with their abilities or remain away from work, on pay, while it conducts an investigation into conduct as an employee, or performance.

Before a decision is made regarding alternative duties or suspension there should be consultation with the affected employee and their union representative.

Suspension does not imply guilt but is purely to allow for the investigation of a serious allegation. Every endeavour will be made to minimise the amount of time an employee is out of the workplace. Where any suspension extends beyond two months due to matters beyond the control of Oranga Tamariki (such as a police investigation into conduct) the suspension may, after discussion with the employee and their representative, continue without pay).

10. ENDING THE EMPLOYMENT RELATIONSHIP

10.1 Notice period

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

Oranga Tamariki, may terminate employment with a lesser period of notice, or without notice, if serious misconduct is confirmed.

10.2 Abandonment of employment

Unauthorised absence from the workplace by the employee for more than 5 consecutive working days without notification to Oranga Tamariki, (i.e., the employee's supervisor or manager) without good cause, will be deemed to be termination of employment without notice.

The employer undertakes to make every reasonable effort to locate the employee and provide the employee an opportunity for explanation prior to making any decision regarding termination of employment.

10.3 Medical retirement

An employee may apply to, or be required to, retire on medical grounds. An employee retiring on medical grounds has a minimum entitlement to 65 days retiring leave. This is increased by 4 days per year or part year of service for more than 25 years' service, to a maximum of 130 days.

For the purposes of clarity, if a person is working part time, when they retire the leave will be calculated on the average FTE over the period of continuous service with Oranga Tamariki (or predecessor agencies).

10.4 Redundancy

Redundancy is a situation where the employee's employment is terminated because the position is surplus to the business requirements of Oranga Tamariki and no suitable alternative position is available.

10.4.1 Restrictions on entitlement to redundancy compensation

Where an employee's employment is being terminated by Oranga Tamariki by reason of the sale or transfer by Oranga Tamariki of the whole or part of its operations, nothing will require Oranga Tamariki to pay compensation for redundancy to the employee if:

- the person or organisation acquiring the business or part being sold or transferred: has offered the employee employment in the business or part being sold or transferred; and has agreed to treat the service as if it were continuous service with that service or organisation; and
- the conditions of employment being offered to the employee by the service or organisation acquiring the business or part being sold or transferred are substantially the same as, or more favourable than, the employee's conditions of employment including:
 - any service related and redundancy conditions; and
 - any conditions relating to superannuation under the employment being terminated; and

- the offer of employment by the service or organisation acquiring the operation, or part being sold or transferred is an offer to employ the employee in the organisation either in:
 - substantially the same, or in a similar capacity as that in which the employee was employed; and
 - the local area; or
- any capacity that the employee is willing to accept.

10.4.2 Redundancy notice

Employees who are made redundant will receive one month's notice of termination of employment or payment in lieu thereof.

10.4.3 Redundancy compensation

An employee will be paid compensation of:

- 25% of gross annual salary* for the first year of service or part thereof; and
- 5% of gross annual salary* for each subsequent year of service with a pro-rata adjustment for a part year of service; to a maximum of \$50,000 or 52 week's' salary, whichever is lesser.

An employee who accepts other employment during the notice period will not be paid for the un-worked portion of the notice period.

*Where the employee works part time, the gross annual salary represents the gross annual pro rata salary at the time of the redundancy.

11. OUR APPROACH TO CHANGE MANAGEMENT

11.1 Principles

Oranga Tamariki operates in a dynamic environment which can lead to evolutionary, structural or process-based change in order to continue to fulfil these goals. This does not cut across the intent to provide a secure and stable working environment for staff wherever possible and all change will be considered in terms of its impact on both our tamariki, rangatahi and our staff.

Oranga Tamariki will support the active involvement of APEX in the development of the organisation and changes in workplace practices. In doing so, Oranga Tamariki recognises the benefits of engaging and involving APEX early in the change processes and facilitating genuine engagement in the business planning of the organisation. To ensure there is a partnership approach, Oranga Tamariki will facilitate the involvement of APEX representatives in change processes.

Change will achieve the best possible results when it is based on the following principles:

- change maximises opportunities;
- staff expertise and institutional knowledge is respected;
- the process is transparent, with a clear rationale for the change provided;
- communication is clear, detailed and regular;
- stakeholders, including APEX are involved early in the change process and will feed into any post implementation review;
- the process gives time for decent feedback and discussion; and
- there is genuine ability to adapt a proposal based on feedback.

11.2 Proposal for review

Oranga Tamariki will provide employees and their representatives with the opportunity to be involved in any review where Oranga Tamariki cannot provide an assurance that there will be no job losses or relocation outside of the local area.

Oranga Tamariki will advise staff and APEX when a decision is made to commence any such review (for the purpose of providing the opportunity to be involved). The aim of this mechanism will be, wherever possible, to reach agreement on recommendations to management, who will endeavour to take the views into account as far as possible before review decisions are made.

11.3 Procedures

Where, following consultation, a decision is made that will result in job losses, Oranga Tamariki and APEX will develop and agree procedures for managing the change, including the way in which reconfirmation and reassignment will apply. These procedures will normally include:

- identification of employees affected by the change;
- consideration of not filling vacancies as they arise;
- an effective communication process;
- a timetable for implementation;
- support services; and
- an appointment process and a review mechanism.

11.4 Preferential applicant

Employees who have been identified as being affected by the change and whose positions have been declared surplus to requirements will have a preferential right of appointment to vacancies within Oranga Tamariki and will be advised in writing of their preferential status.

11.5 Support

EAP will be made available to employees affected by change.

11.6 Reconfirmation

Reconfirmation applies when there is one clear candidate for a position that is to be transferred into a new structure (within or outside of Oranga Tamariki) where:

- the new job description is the same or nearly the same;
- the salary is the same or higher;
- the terms and conditions, including career prospects are no less favourable; and
- the location is the same or in the same vicinity.

Where there is more than one clear candidate, the procedure for managing the change will be through reassignment or voluntary severance where this option is made available. New job descriptions will be available prior to the commencement of this process.

11.7 Voluntary severance

Where a change proposal may result in fewer positions than there are preferential status employees, Oranga Tamariki may seek expressions of interest, on a without prejudice basis, for voluntary severance from employees after the reconfirmation of roles stage in a change management process for affected employees. Where expressions of interest are received Oranga Tamariki may, at its sole discretion, choose to accept or decline any expression of interest in voluntary severance where there would be an adverse impact on the business.

All applicants will be advised in writing of the Oranga Tamariki decision and the rationale for the decision. By way of example and without limiting Oranga Tamariki sole discretion, voluntary severance may not be accepted in circumstances where:

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

Where Oranga Tamariki accepts an expression of interest and offers voluntary severance, written acceptance of that offer by the individual will be binding. Where an employee accepts an offer of voluntary severance, their employment will end by reason of redundancy, in accordance with clause 9.4.

Note: During any notice period the provisions of Sections 86-88 and Schedule 8 of the Public Service Act 2020 continue to apply to employees for whom voluntary severance has been agreed.

11.8 Reassignment

Once the reconfirmation process has been completed, reassignment will apply. The objective will be to place the maximum number of preferential applicants into positions by matching individual skills with positions that require similar skills. Cases will be dealt with on an individual basis and each applicant will be consulted prior to reassignment. Any training needs will be identified before a preferential applicant is reassigned. Reassigned employees may be required to undertake on-the-job training and/or attend training courses.

11.9 Declining offer of employment under reconfirmation and reassignment

Where an employee is offered a position in accordance with the reconfirmation and reassignment provisions and they do not wish to accept the offer of the position, that employee will not be entitled to receive redundancy compensation.

11.10 Redeployment outside of Oranga Tamariki

In addition to the reconfirmation and reassignment provisions, during the notice period, subject to the provisions of the Public Service Act 2020, both Oranga Tamariki and the employee shall make reasonable efforts to locate suitable alternative employment for the employee in the following areas:

- within the Public Service; or
- within any other part of the State Sector (which term shall include Crown entities, Crown companies and State-Owned Enterprises); or
- in the organisation acquiring some or all of the business of Oranga Tamariki whether or not that organisation is within the State Sector (where the position ceases to exist due to any part of Oranga Tamariki work, in which the employee's position is situated, being sold or transferred).

Where the employee and Oranga Tamariki agree that a reasonable offer of employment has been made and the responsibilities of Oranga Tamariki under these provisions shall be fulfilled, the employee shall not be entitled to any payment under the redundancy compensation clause.

The offer of a position with similar duties and responsibilities, in the same general locality (alternatively where relocation is required, and expenses to cover these costs have been agreed), with terms and conditions that are the same, unless otherwise agreed (including service-related, redundancy and superannuation conditions), and on terms that treat service with Oranga Tamariki as if it were continuous service with the new employer shall constitute a reasonable offer for the purposes of this provision.

11.11 After acceptance of reassignment

Following acceptance of reassignment, any of the following provisions may apply.

11.12 Relocation

Where reassignment involves relocation outside the local area, the employee will receive a minimum of three months' notice or a lesser period of notice where this is mutually agreed, and assistance will be provided under the transfer provisions contained in clause 3.2.

When reassignment is within the same local area and there is an increase in travelling time of 30 minutes or more:

- the employee will receive at least one month's notice (or a lesser period by mutual agreement); and

- assistance will be provided under the transfer provisions in clause 3.2 where the employee chooses to relocate their household, and this reduces the travelling time to the new workplace by a minimum of 30 minutes.

11.13 Travel

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

11.14 Equalisation

Where reassignment is to a position with a lower salary, the employee will receive an allowance equivalent to the difference between their old and new salaries and be able to have this paid either:

- As a lump sum calculated on the basis of two years' equalisation; or
- As an on-going allowance that will be abated by any subsequent salary increases for a maximum of 5 years. Where the employee is within five years of eligibility for Government Superannuation and the employee is a member of the scheme, the equalisation allowance will count towards the calculation of superannuation.

11.15 Options

Where an employee affected by change cannot be placed through reconfirmation or reassignment, the following options may be offered. Where this occurs the employee and/or APEX on their behalf and Oranga Tamariki will agree a timeframe, within which an employee with preferential status must choose an available option. During this timeframe the employee will be entitled to reasonable paid time off to pursue any employment options. This timeframe will not exceed 3 months.

11.15.1 Extended notice

The terms of an extended period of notice are as follows:

- The period of notice will commence from the expiry of the period of time allowed for choosing an option and be up to a maximum period equal to the amount otherwise payable to the employee as redundancy compensation;
- The employee will not receive any redundancy payments irrespective of the length of the notice period; and
- Where an employee with preferential status not been placed into a position by the expiry of the notice period, the employee will cease employment and receive cessation leave if they are entitled to this leave entitlement.

During a period of extended notice, the employee will retain their preferential status. The employee will also be entitled to reasonable paid time off to pursue any employment options. The duties and work requirements of the employee during the period of notice will be decided by agreement with their manager.

11.15.2 Temporary employment

Oranga Tamariki may agree to offer alternative employment for a temporary period, at the end of which the employee will be entitled to consideration of other options.

11.15.3 Special leave without pay

Special leave without pay may be agreed, during which time the employee will retain their preferential status. This period may include an opportunity for retraining.

11.15.4 Retraining

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

11.15.5 Enhanced early retirement

'Enhanced early retirement' means that an employee with preferential status who wishes to remain in Oranga Tamariki may replace an employee who is not affected by the change who wishes to exit the organisation. This is conditional on the affected employee's skills being similar to the skills of the person who wishes to exit Oranga Tamariki. Enhanced early retirement will only occur with the manager's and the employee's agreement.

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

11.15.6 Redundancy

Redundancy may be considered on a case-by-case basis.

11.15.7 Other options

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

11.16 Alternative change process

Notwithstanding the processes provided for in section 11 above, Oranga Tamariki and APEX may agree on an alternative change management process following consultation with employees who are likely to be affected by any change proposal. An alternative process may be used, for example, where a change is localised or limited in its application and where the parties agree that the processes provided would not manage the change proposed in the most effective or timely manner.

In the absence of agreement, the procedures in 11.3 will apply.

An agreed alternative process would not affect an employee's entitlement to redundancy compensation as specified in clause 10.4.

11.17 Employee protection provision

11.17.1 Application

This clause applies to any sale, transfer or contracting out of all or part of the activities or operations of Oranga Tamariki.

11.17.2 Process

Where Oranga Tamariki is contemplating such sale, transfer or contracting out (together a 'transaction') and the transaction may affect positions of the employees covered by this agreement, the following process will apply:

- As soon as is reasonably practicable (taking into account the commercial and confidentiality requirements of any such transaction), Oranga Tamariki will consult APEX and the employees potentially affected.
- Where following such consultation it has been determined to proceed with the transaction, Oranga Tamariki will endeavour in its negotiations with the potential new employer, to protect employee interests by:
 - exploring with the potential new employer whether it is in a position to offer employment to the potentially affected employees covered by this agreement on terms and conditions of employment that avoid the need to pay redundancy compensation if the transaction proceeds; and
 - where the proposed transaction is not able to be concluded on the basis above, or on a basis whereby an employee is prepared to accept a role with the new employer, Oranga Tamariki will endeavour to find a suitable alternative position for its staff prior to resorting to redundancy.

11.17.3 Matters to be negotiated

The matters relating to the terms and conditions of employment that Oranga Tamariki will negotiate with the new employer will be those set out in this written contract of employment and, for the avoidance of doubt, will not include any matters contained in Oranga Tamariki policies or any other discretionary benefits of employment.

11.17.4 Entitlements of non-transferring employees

Where, following the negotiations with the new employer, the transaction is to take place, and an individual employee covered by this agreement either is not offered employment with the new employer or has declined an offer of employment, the following process will apply:

- where no offer of employment is made by the new employer, Oranga Tamariki will explore redeployment and other options to avoid redundancy for the employee and will endeavour to identify a similar role for the employee with Oranga Tamariki on not generally less favourable terms of employment than those contained in this agreement. If such a role is identified for an employee and they are offered such a role, where the employee declines it, they will be made redundant without compensation; and
- where an offer of employment is made by the new employer on terms that avoid the need to pay redundancy compensation under clause 9.4 of this agreement but the employee declines such an offer, they will be made redundant and will not be entitled to any redundancy compensation; and
- where the employee is made an offer of employment by the new employer on terms and conditions that do not satisfy the provisions in section 11, the employee will be entitled to decline the offer and receive redundancy compensation and any other entitlements in accordance with the terms of this agreement. However, if the employee accepts such an offer, they will not be entitled to redundancy compensation.

Note: Nothing in the above clause applies where the employee's employment is transferred within the Public Sector pursuant to the terms of the Public Service Act 2020.

12. SPECIFIC PROVISIONS FOR FIXED-TERM EMPLOYEES

The work of a fixed-term employee is:

- work on a defined project or of a time-limited nature; or
- relieving for a permanent employee.

In applying this Agreement to fixed-term employees, it needs to be read in the context of employment for a fixed duration. Where this Agreement provides discretion in the application of any provisions, this discretion should be exercised recognising the context of fixed-term employment. This means there are provisions of this Agreement that are not applicable to the fixed-term context. The following provisions apply specifically to fixed-term employees.

12.1 Annual leave

A fixed-term employee will be entitled to 4 weeks annual leave for each 12-month period of employment, in addition to Public Holidays. This leave should be taken with the prior approval of the manager and at a time that will not unreasonably impinge upon the proper performance of the employee's duties.

If the term is less than 12 months, or employment is terminated before 12 months, the employee will be paid for untaken accrued annual leave in accordance with the Holidays Act 2003.

12.2 Sick leave

Refer to Section 6 for definitions relating to the Holidays Act 2003.

In the first 6 months of employment the sick leave entitlement will be calculated as follows:

- Entitlement = (Weeks of employment completed x10) / 52.

A fixed-term employee with more than 6 months service is entitled to up to 10 days sick leave per year, less any sick leave taken in the first 6 months (as per the above calculation).

Oranga Tamariki may require medical certification as proof of sickness or injury for absences of 3 days or more. However, Oranga Tamariki may, in addition, require certification from an employee's doctor for any sick leave absence where there are reasonable grounds to suspect that sick leave being taken is not genuine.

The entitlement recommences at the beginning of each period of fixed-term employment (unless service remains unbroken due to the offer and acceptance of an additional fixed term agreement that starts immediately following the original fixed term).

Employees who intend to be absent from work, must notify their manager as soon as practicable, and give an indication of the duration of their absence.

12.3 Care for Spouse or Dependent

A fixed-term employee with more than 6 months service may use their sick leave in circumstances when they are required to be absent from work due to sickness or injury of their partner, spouse or other person dependent on them for care. The use of sick leave to care for a spouse or other person dependent on the employee for care will normally be restricted to a maximum of 10 days per employee per year. This entitlement forms part of the sick leave entitlement and is not in addition to it.

Oranga Tamariki may require medical certification as proof of sickness or injury for absences of 3 days or more to care for a spouse or other person dependent on them for care. Oranga Tamariki may, in addition, require certification from the spouse or other dependent person's doctor for any sick leave absence where there are reasonable grounds to suspect that sick leave being taken is not genuine.

12.4 Bereavement / Tangihanga / Hura Kōhatu leave

For fixed-term employees, paid bereavement / tangihanga / hura kōhatu leave will be administered according to the Holidays Act 2003. Generally, employees will not be entitled to paid bereavement / tangihanga / hura kōhatu leave in the first 6 months of employment.

The manager may, at their discretion, approve additional bereavement/tangihanga/hura kōhatu leave if circumstances warrant. Wherever possible reasonable time off, with due consideration to the requirements of the Holidays Act 2003, will be agreed in advance with the manager.

On completion of 6 months continuous service fixed-term employees will be entitled to the following Holidays Act 2003 provisions and are not in addition to it:

- In the event of the death of a person with whom the employee has a close association (e.g. spouse, parent, child, brother or sister, grandparent, grandchild or spouse's parent) the employee is entitled to 3 days bereavement/tangihanga/hura kōhatu leave on relevant daily pay.
- In the event of the death of a person with whom the employee has an association based on relationship to the deceased, responsibilities for the ceremonies, or cultural responsibilities, the employee is entitled to 1 day bereavement/tangihanga/hura kōhatu leave on relevant daily pay.

Bereavement / tangihanga / hura kōhatu leave does not have to be taken all at once or within a specified time after the bereavement. Oranga Tamariki expects that each bereavement leave / tangihanga / hura kōhatu leave day granted would be taken as a full day.

The entitlement is also in respect of each bereavement that the employee may suffer and not limited to a number per annum.

Employees who intend to be absent from work, must notify their manager as soon as practicable, and give an indication of the duration of their absence.

12.5 Progression

Salary progression will operate for fixed-term employees in the same way as for permanent employees, while recognising the fixed-term nature of the agreement.

Fixed-term employees will receive the training and development necessary to do their work within the term of their agreement. This will be assessed on an individual basis.

Where fixed-term employees are employed on a continuous basis for more than 12 months (that is, employment is not broken by more than one month between the end of one agreement and the start of another), they will be entitled to a review of remuneration after the first 12 months of employment.

12.6 Management of change

The management of change provisions (in section 11) do not apply to employees employed on a fixed-term basis. Where a change process is likely to result in changes to the agreed duties or duration of employment of a fixed-term employee, Oranga Tamariki will advise APEX and consult with the employee before final decisions are made.

12.7 Notice

The employment of a fixed-term employee will terminate on the last day of the term of employment specific to them. A fixed-term employee may terminate their employment before the end of the agreed term by giving one week's notice. Oranga Tamariki may terminate employment with or without notice in the case of serious misconduct. The Disciplinary Procedure is set out in the Code of Conduct.

13. SIGNATORIES

Signatories to this collective agreement:

_____	_____
Chappie Te Kani	Date
Chief Executive	
Oranga Tamariki—Ministry for Children	

_____	_____
Dr Deborah Powell	Date
National Secretary	
APEX	