

**AWUNZ/DOC  
COLLECTIVE AGREEMENT 4  
(AWUNZ/DOC CA 4)**

**Effective: 14 April 2014**  
**Expires: 30 June 2015**



Department of Conservation  
*Te Papa Atawhai*



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## **PART 1: GENERAL CONDITIONS**

### **1.1 Life of This Agreement**

This agreement came into force on 14 April 2014 and will expire on 30 June 2015. After that date and until a new agreement is negotiated, employees will continue to be entitled to the provisions of this agreement.

### **1.2 Parties to This Agreement**

The Department of Conservation and the Northern Amalgamated Workers Union Inc, the Central Amalgamated Workers Union Inc, and the Amalgamated Workers Union New Zealand (Southern) Inc (AWUNZ) are the parties to this agreement.

### **1.3 Coverage**

This collective agreement covers permanent, temporary and casual employees of the Department employed in Ranger and Inspectors roles, except for:

- Boat Skipper, Southern Winds
- Members of the Department of Conservation's Registered Volunteer Rural Fire Forces.

### **1.4 Variations to This Agreement**

The parties acknowledge that circumstances may arise during the term of this agreement that warrant variation of the agreement with respect to either all employees or any number of employees covered by this agreement.

With respect to Section 54 (3) (iv) of the Employment Relations Act 2000 the parties have agreed that this agreement may be varied during its term according to the procedure set out below.

For the purpose of this clause the phrase "employees directly affected" or "affected employee" will mean only those employees whose terms of employment will be altered, either immediately or in future but within the term of this agreement, as a result of the proposed variation.

#### **Procedure**

Where an issue arises during the term of this agreement that could result in a variation being proposed by AWUNZ or the Department, the following process will be followed:

- The manager(s) and Union representatives will discuss the issue and identify whether a variation is required
- Following these discussions, if it is agreed that a variation will be required, the affected employees will agree to a ratification procedure before the Union and the Department commence formal negotiations

- A proposal for variation of the collective agreement will then be formally negotiated and developed with the affected employees, the appropriate delegates and Union officials, together with the Department's representatives
- A written proposal for variation of the collective agreement will then be submitted to the Deputy Director-General, Science and Capability and AWUNZ's national organiser to assess the implications of the proposed variation and ensure that the process is consistent with this agreement
- When agreement is reached, the proposed variation will then be forwarded for ratification using the agreed ratification process
- Where the variation is ratified, it will be signed by the parties to the collective agreement and attached as a variation

## 1.5 Definitions in This Agreement

To help you understand this Agreement the following terms are defined as meaning:

Anniversary Date:	Either the anniversary date of commencement of service with the Department or where previous service has been credited this date will be adjusted recognising the service so credited
AWUNZ/DOC CA4:	This Collective Agreement
Capability	The ability of a person to undertake the work of a role which is made up of a combination of competencies
Competency	An observable and measurable characteristic of a person that will include use of knowledge and demonstration of skills, behaviours and abilities that contribute to improved performance
Day:	Means the period from midnight to the next succeeding midnight
Delegate:	Means a Union representative elected by members of the Union in the workplace
Duty:	Means the period of service required to be given during any one period of 24 hours
Director-General:	The Director-General of Conservation or a manager acting under delegation from the Director-General
<u>Employee Definitions:</u>	
Casual Employee:	An employee who is engaged on an 'as and when required' and intermittent and irregular basis

Temporary Employee:	An employee engaged for a defined task or project for a fixed term or limited period who has no ongoing expectation of employment
Part Time Employee:	(a) An employee who is engaged to perform less than the standard hours of work applicable to their workplace;  (b) An employee who undertakes permanent work for part of the year only (seasonal) and where there is an ongoing expectation of employment over consecutive years
Permanent Employee:	An employee who undertakes permanent work and who has an ongoing expectation of employment
Fortnight:	Means the 14 days commencing midnight Sunday/Monday
Last Day of Duty:	Means the last day physically worked before an employee proceeds on leave, resigns, retires, etc, i.e. the day the employee ceases work
Manager:	An employee's immediate manager, or the person with the relevant delegation
Performance and Development Plan (PDP)	Includes assessment against role description, progress of annual work programme (through MOR), and development goals
Permanent Work:	Work of a continuing nature without a specified duration
The Department:	The Department of Conservation
Union:	The Northern Amalgamated Workers Union Inc, the Central Amalgamated Workers Union Inc, and the Amalgamated Workers Union New Zealand (Southern) Inc (AWUNZ)
Week:	Means the seven days commencing midnight Sunday/Monday
Weekend:	An employee's normal two days off

## **1.6 Employment Philosophy**

The Department is a good employer. This includes providing for:

- Good and safe working conditions
- An equal employment opportunities programme
- Impartial selection of suitably qualified persons for appointment
- Recognition of the aims and aspirations of Maori people, their employment requirements, and the need for their greater involvement in the public service

- Opportunities for the enhancement of the abilities of individual employees
- Recognition of the aims and aspirations, and the cultural differences of all ethnic or minority groups
- Recognition of the employment requirements of persons with disabilities
- Recognition of the changing nature of the workforce

Employees are required to abide by the New Zealand Public Service Standards of Integrity and Conduct at all times.

Managers will support a family friendly workplace with particular reference to considering the needs of those supporting dependants.

Managers will work towards developing an increasingly diverse workforce representative of the population it serves.

Managers will work to ensure that bias or discrimination (intentional or unintentional) is eliminated.

All employees are responsible for maintaining a work environment free of harassment.

### **1.7 Access to Information**

Employees are entitled to have access to information that relates to them. This includes the employee's personal and salaries file.

### **1.8 Part Time or Job Share Work**

Employment may be available on a part time or job share basis as follows:

- At the employee's request, as long as the work is capable of being performed on a part time or job share basis
- It must not undermine the principle of making full time employment available wherever possible
- Where established by the employee's manager, as a part time or job share position

The final decision is the Manager's.

### **1.9 Certificate of Service and References**

When an employee leaves the Department they may request a Certificate of Service which lists the position(s) held and the dates employed. The employee may also request a reference.

### **1.10 Time Records**

All employees will provide a record of attendance in accordance with instructions issued by the Director-General.



### **1.11 Integrity Clause**

It is the intention of the parties, unless specifically agreed, that this agreement should not lessen existing conditions.

It is also recognised by the parties that in drafting this agreement, errors may have occurred caused by:

- Omission of clauses; or
- Deletion, addition, restructuring of wording that results in the intent of the original clauses, or intended changes being lost or altered.

Where such an error is identified, it is agreed that the matter will be referred to the Department and the Union representatives responsible for the development of this agreement.

The working group may:

- Agree that the original intent applies; or
- Clarify and confirm the new intent; and/or
- Agree that the necessary alterations may be entered into the collective agreement and ratified as variations of this agreement as per Clause 1.4

### **1.12 Savings**

Those provisions that were included in a previous agreement and that will continue to apply to employees despite their not being otherwise mentioned in this agreement are:

- War disability leave applying to employees employed prior to 31 March 1961
- Terms and conditions not expressly dealt with in this agreement that were protected by Section 94 of the State Sector Act 1988 and by subsequent agreements registered with the Arbitration Commission

The Department will as far as possible advise all employees of their continued entitlements under this Clause on request.

## **PART 2: HELP AND ASSISTANCE IN THE WORKPLACE**

### **2.1 Study**

The Department may support employees to pursue a course of study to complete a qualification relevant to the Department.

### **2.2 Employee Assistance Programme**

The Department operates an Employee Assistance Programme (EAP). The objective of this programme is to assist employees whose work performance is impaired by a personal or health related problem. The problem may be with the employee or with a family member, which impacts on the employee and affects their work performance.

The programme is voluntary and confidential. Participation in the programme will not be detrimental to an employee's job, promotional prospects or security of employment.

### **2.3 Resolution of an Employment Relationship Problem**

Employment relationship problems (i.e. a personal grievance, a dispute or any other problem relating to or arising out of an employment relationship) should be resolved in good faith and as close to the point of origin as possible.

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

The employee should clearly state to their Manager:

- That there is a problem
- The nature of the problem
- The expected solutions to the problem

Employees will be advised of the right to Union assistance and/or representation at any stage.

Reasonable steps must be undertaken by all persons involved to resolve the issue.

If the problem is not resolved, then either the employee or the Department may request the assistance of a mediator. The Mediation Service of the Ministry of Business, Innovation and Employment can be accessed. Further information is available Mediation Service Infoline 0800 800 863 or [www.ers.dol.govt.nz](http://www.ers.dol.govt.nz)

It is preferable that the employment relationship problem is resolved without having to use mediation, but this clause does not prohibit an employee or the Department accessing mediation in the first instance.

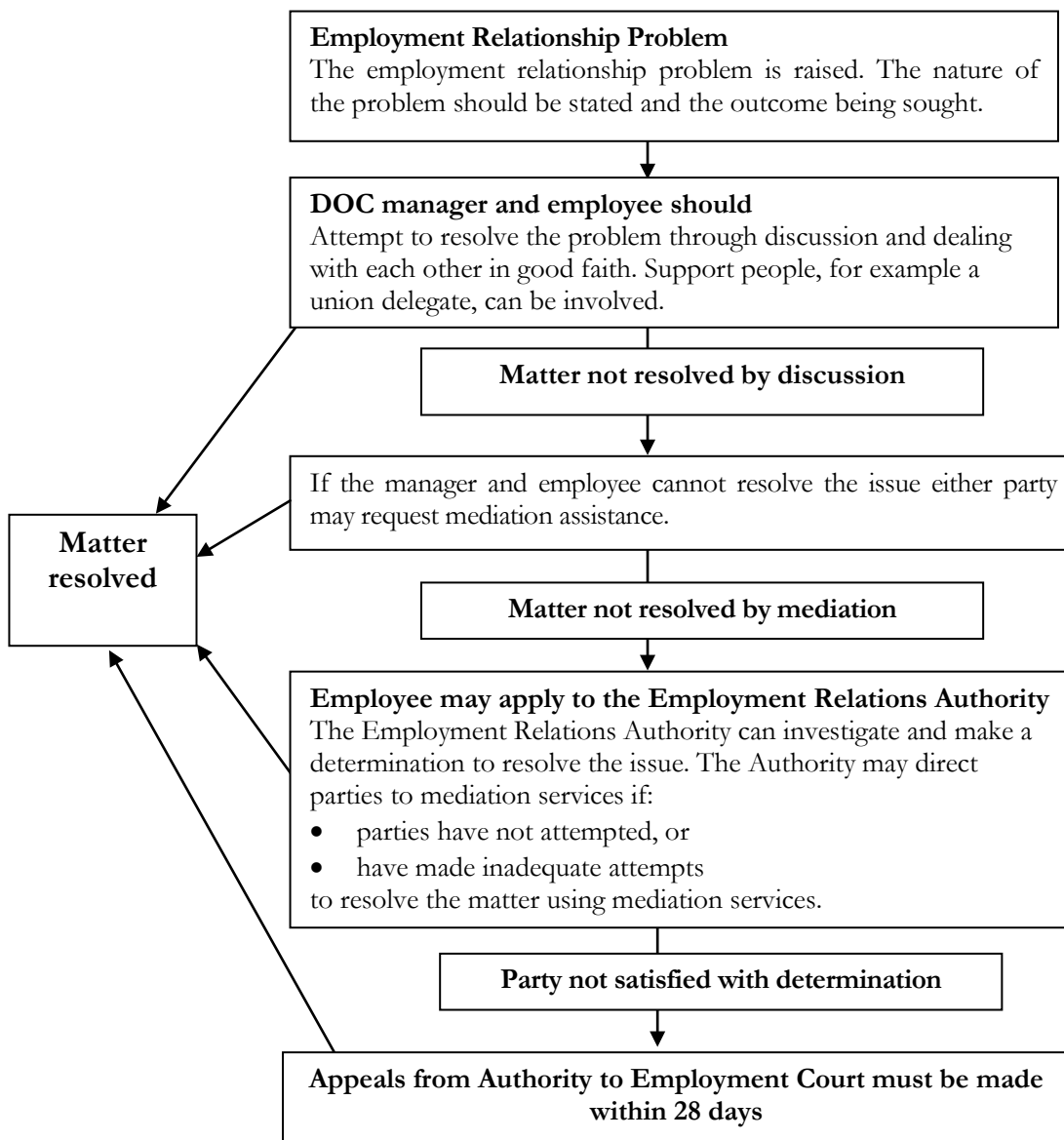
If the problem is a personal grievance the employer must be advised of the problem within 90 days from the date the action giving rise to the problem occurred or came to the notice of the employee, whichever is the latter. If the personal grievance is being

raised after the expiration of the 90 day period, they must seek the agreement of the Department or apply to the Employment Relations Authority to do so.

A personal grievance means any grievance that an employee may have against the Department because of a claim:

- That the employee has been unjustifiably dismissed; or
- That the employee’s employment, or one or more conditions of the employee’s employment is or was affected to the employee’s disadvantage by some unjustifiable action by the Department; or
- That the employee has been discriminated against in their employment; or
- That the employee has been sexually harassed in their employment; or
- That the employee has been racially harassed in their employment; or
- That the employee has been subject to duress in their employment in relation to membership or non membership of a Union or employee’s organisation

**Employment Relationship Problem Resolution Flowchart**



## **PART 3: HOLIDAYS AND LEAVE**

### **3.1 Public and Departmental Holidays**

#### **3.1.1 Public Holidays**

The following days are observed as public holidays:

Christmas Day  
Boxing Day  
New Year's Day  
2 January  
Waitangi Day  
Good Friday  
Easter Monday  
ANZAC Day  
Sovereign's Birthday (observed on the first Monday in June)  
Labour Day  
Anniversary Day (as observed in the locality concerned)

Where an employee is required to work on a Public Holiday (if it is a day that they would ordinarily or normally work), they will receive:

#### Permanent and Temporary Employees

- standard relevant daily pay, and
- time half (T0.5) for all hours worked on that day, and
- one day as an alternative holiday regardless of whether they work a full day or only a few hours

#### Casual Employees

- standard relevant daily pay, and
- time half (T0.5) for all hours worked on that day

Note: Where a pattern of work may lead a “casual” employee to an expectation of work on a particular Public Holiday then they may be entitled to an additional day of pay

#### **3.1.2 Departmental Holidays**

Employees will be granted three days per year as Departmental Holidays on days set by the Director-General. For permanent part time or temporary employees Departmental Holiday entitlement will be calculated on a pro rata basis.

Where a permanent or temporary employee is required to work on a Departmental Holiday, they will receive:

- standard relevant daily pay; and
- one day off in lieu regardless of whether they worked a full day or only a few hours

### **3.2 Annual Leave**

For the purpose of rest and recreation during employment, employees are entitled to four weeks paid annual leave on completion of their first year of continuous service increasing to four weeks and two days paid annual leave upon completion of five years of continuous service.

Casual employees will be paid holiday pay instead of annual leave at the rate of 8% of their gross earnings, at the end of each period worked.

Temporary employees whose period of engagement is less than 12 months duration may request approval to take accrued annual leave before their entitlement falls due. Temporary employees whose hours are consistently irregular, will be paid holiday pay at the rate of 8% of gross pay, on completion of employment.

Part-time employees will receive the same annual leave entitlement as full-time employees but will be paid for such leave at a pro-rata rate.

Previous service, as specified in Clause 3.4, is recognised for the calculation of annual leave entitlement.

### **3.3 Taking Annual Leave**

Taking (and the payment for) annual leave will be allowed in accordance with the Holidays Act 2003.

The timing of annual leave will be decided by mutual agreement between the employee and their manager taking into account work requirements and personal preferences. In the absence of agreement the employee's manager may direct when leave is to be taken by giving 14 days notice of the requirement to take leave.

It is expected that on their anniversary date an employee should not have more than five days over their annual leave entitlement (e.g. 20 days in one year plus five days from a previous year). Managers and employees have a responsibility to ensure this expectation is met. Upon specific request and by mutual agreement with their manager an employee may have more than five days over their annual leave entitlement.

An employee may anticipate their annual leave entitlement before the end of a year's service by mutual agreement with their manager, subject if necessary to any amount of leave not owed to the employee upon termination of employment (e.g. resignation) being refunded.

### **3.4 Recognition of Previous Service for Leave Entitlements**

With the coming into effect of the public service common leave provisions (Cabinet Minute (07) 36/17) the department will recognise prior service from 13 May 2003 with other departments of the New Zealand Public Service (as specified in the First Schedule of the State Sector Act 1988), and with any Crown Entity (excluding District Health boards and the Education service as defined in the State Sector Act 1988 (e.g. School

Boards of Trustees and Tertiary Education Institutions)) for the purposes of calculating continuous service for leave entitlements.

Leave for which continuous service is recognised is annual, long service, sick, and parental leave.

Continuous service recognised as a result of the coming into effect of the public service common leave provisions will not be recognised prior to 13 May 2003.

Where continuous service was already recognised for a particular entitlement prior to the introduction of the public service common leave provisions that service will continue to be recognised for that purpose.

Continuous service after 13 May 2003 will be deemed to be broken after 15 months' break in service. Otherwise continuous service will be deemed interrupted but not broken.

Continuous service after 13 May 2003 will be interrupted but not broken if the break in service was for childcare, so long as that break in service was not more than four years. (Refer Clause 5.7.)

Previous service will not be recognised for any period of service that ended with the payment of redundancy compensation to an employee.

### **3.5 Discretionary Leave**

An employee may apply for discretionary 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 extended discretionary leave without pay.

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

- for extended discretionary leave without pay of more than one month and up to three months, the position will be held open and service will be interrupted but not broken;
- for extended leave without pay of more than three months and up to 15 months the employee is not guaranteed placement in either the same job or a new job at the end of the period of leave. If a suitable position is found, their service will then be treated as interrupted but not broken. If no job is found before the end of the preference period (three months prior to expiry of the discretionary extended leave without pay) the employment will terminate. The last day of service will be recognised as the original date that the extended leave without pay commenced.

### **3.6 Bereavement and Tangihanga Leave**

Bereavement leave will be granted on full pay to an employee to discharge their obligations and/or to pay their respects to a deceased person with whom the employee has a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent).

If an employee is already on paid leave (i.e. annual, sick, long service, TOIL) excluding public holidays, then the employee can interrupt this leave to take bereavement leave except where the leave is being taken on termination of employment.

### **3.7 Long Service Leave**

Employees will be entitled to long service leave as follows:

- Two weeks leave on completion of ten years continuous service;
- One weeks leave on complete of each subsequent period of five years continuous service.

Long service leave will not accumulate from one qualifying period to another.

Each long service leave entitlement shall be taken in one period and will be taken before the next entitlement falls due or be forfeited.

Previous service, as per Clause 3.4, is recognised for the purposes of calculating long service leave.

Notes: (1) Where an employee resigns, or has given notice of resignation or retirement, or is dismissed, the employee will forfeit any outstanding long service leave that they would otherwise be entitled to.

(2) The employee needs prior approval from their manager to take this leave.

(3) Part time employees are to receive a pro rata reduction of pay but not of time during long service leave.

### **3.8 Retirement**

#### **Principle**

The Department acknowledges the benefit of permanent employees planning for their retirement and will actively promote the benefits of making preparation for retirement.

#### **(1) Definition**

Retirement is the permanent cessation of regular paid employment.

An employee may retire:

- Voluntarily
- On medical grounds (requires a medical certificate from a doctor acceptable to the Department)
- By agreement between the manager and employee

(a) Notice period

The manager must be satisfied that an employee is retiring rather than resigning before approving retirement leave. Those employees wishing to retire must provide a letter of intent that they are retiring from regular paid employment and three months notice in writing, however a lesser period of notice may be accepted at the manager's discretion.

(2) Retirement Leave

- (a) Employees whose service with the Department predates **1 July 2000** who elect to retire in terms of 3.8 (1) and who have completed 10 or more years of service (includes recognised public service and/or service with the Department) will be entitled to retirement leave, in working days, as set out in Table A below and the following notes.
- (b) Employees whose service with the Department post dates **1 July 2000** who elect to retire in terms of 3.8 (1) and who have completed 25 or more years of service with the Department will be entitled to retirement leave, in working days, as set out in Table B below, and the following notes.

(3) Transition to Retirement

An employee with 25 or more years of service who has notified the Department in writing of the date they will retire, may with their manager's approval, anticipate retiring leave to make up their normal working week (reducing their number of working days and taking the balance of the week as retiring leave) for a period of time immediately prior to their last day of duty, i.e. transitioning to retirement.

Notes: For those employees with part time service retirement leave will be calculated on a pro rata basis according to their record of service

Retirement leave may be paid in fortnightly instalments or as a lump sum as determined by the employee

All service is calculated on the basis of a calendar year

An employee who has more than 25 years service will be entitled to anticipate retirement leave

In a redundancy situation retirement leave is not available and cessation leave applies



An employee who has established eligibility to retire on medical grounds will be granted a minimum of 65 working days retirement leave regardless of service. Except that an employee with more than 25 years service will be granted leave in accordance with Table A below.

**Retirement Leave**

**Table A**

Entitlement (in working days)  
with service of years and months specified

Month →	0	2	4	6	8	10
Years ↓						
10	22	23	24	25	25	26
11	26	27	28	29	29	30
12	31	31	32	33	34	34
13	35	36	36	37	38	39
14	39	40	41	41	42	43
15	44	44	45	46	46	47
16	48	49	49	50	51	51
17	52	53	54	54	55	56
18	56	57	58	59	59	60
19	61	61	62	63	64	64
20-25	65	65	65	65	65	65
25-30	86					
30-35	108					
35-40	131					

**Table B**

Entitlement (in working days)  
with service of years and months specified

Completion of 25 and under 30 years service	86 days
Completion of 30 and under 35 years service	108 days
Completion of 35 and under 40 years service	131 days

**3.9 Compassionate Grant**

On the death of an employee who has been employed for more than 12 months the Director-General will approve a cash grant to:

- (a) The surviving partner; or
- (b) Dependant children; or
- (c) The estate of a deceased employee

In the event that any retiring leave payment due to an employee at the time of their death exceeds the amount of the compassionate grant, the Director-General may approve payment of the difference between the two amounts to the estate of the deceased employee.

### **3.10 Transfer Leave**

Decisions about the time required to effect a transfer should be at the recruiting manager's discretion and is funded from the recruiting manager's budget. A maximum of seven days is appropriate in most cases.

### **3.11 Military Voluntary Service**

Military volunteer service will be allowed in accordance with the Volunteers Employment Protection Act 1973 (including any amendments).

An employee will be entitled to paid time of up to twelve weeks for initial training and up to four weeks each year thereafter will be provided as per the Volunteers Employment Protection Act 1973 (including any amendments).

An employee will refund to the Department the lesser amount of either salary or military pay.

Additional leave without pay of up to twelve months will be made available to employees undertaking peacekeeping duties.

### **3.12 Study Leave**

An employee 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.

In determining the support for study, the employer in consultation with the employee, 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 the leave on the work of the organisation and on the workload of the employee and others;
- affordability of providing the support to the employee.

### **3.13 Employment Relations Education Leave**

Section 73 and 74 of the Employment Relations Act 2000 set out the minimum union entitlement for the allocation of employment relations education leave (EREL). This provides for an amount of EREL based on union membership. The parties may agree to additional days over and above the minimum.

## **PART 4: SICKNESS AND ACCIDENT**

### **Principle**

Employees who are sick should not be at work.

#### **4.1 Sick Leave**

For permanent employees the sick leave allocation is based on the amount of time worked for the Department and service recognised under Clause 3.4.

##### **Sick Leave Allocation for Permanent Employees**

Up to 3 months	7	days on full pay
Over 3 months and up to 6 months	14	days on full pay
Over 6 months and up to 9 months	31	days on full pay
Over 9 months and up to 5 years	46	days on full pay
Over 5 years and up to 10 years	92	days on full pay
Over 10 years and up to 20 years	183	days on full pay
Over 20 years and up to 30 years	275	days on full pay
Over 30 years	365	days on full pay

In the event that a permanent employee has no sick leave entitlement available they will be granted up to five days per year. Further absences where no sick leave is available will be without pay.

For temporary employees the sick leave allocation available is as follows:

- three days paid sick leave for the first six months of continuous employment
- five days paid sick leave for each 12 month period after this initial six months

Untaken sick leave of up to 15 days can be carried over to a subsequent 12 month period of employment.

#### **4.2 Sickness**

An employee who is sick must notify their manager as soon as possible.

Absences of less than two hours will not be charged against an employee's sick leave allocation.

The employee's manager may request a medical certificate after the fifth day of absence due to illness.

An employee may be granted sick leave on pay for special purposes beyond their allocation. This will be recorded on the employee's leave record without being charged

against any future sick leave allocation due. The decision to grant sick leave in these instances will rest with the manager.

If an employee is suspected of being absent on sick leave without sufficient cause the manager may ask the employee to provide a medical certificate or require the employee to undergo an examination by a registered medical practitioner nominated by the Department. The employee will be refunded the reasonable expenses incurred in complying with such a requirement.

#### **4.3      Sickness of Dependent**

If an employee needs to be absent from work to attend to a person who through illness or injury has become dependent on them, their manager may grant leave on pay as a charge against the employee's sick leave allocation. This applies to an employee's child, partner or other member of their family or household.

#### **4.4      Sickness When on Annual Leave/Long Service Leave/TOIL**

If an employee is sick when on annual leave, long service leave, or TOIL their manager may permit the period of sickness to be debited against the sick leave allocation, except when the employee's sickness follows termination of employment.

#### **4.5      Part Time Employees and Sick Leave**

Part time employees will be paid for sick leave at their relevant daily rate.

#### **4.6      Anticipated Sick Leave**

If a permanent employee runs out of sick leave, the manager may permit the employee to anticipate from their next allocation according to the table below (or where this is not sufficient, any other basis considered appropriate by the manager). However, if the employee resigns before their next allocation is due, this anticipated sick leave will be deducted from their final pay.

##### **Anticipated Sick Leave for Permanent Employees**

Up to 5 years service	At 4 years, 9 months service
Over 5 years and up to 10 years	At 9 years, 6 months service
Over 10 years and up to 20	At 19 years service
Over 20 years and up to 30	At 28 years service

#### **4.7      Work Related Accidents**

Employees must notify their manager and ACC if they believe they have suffered a work related accident. The employee must provide the Department with the relevant medical forms from their doctor or the hospital.

Once the accident has been accepted as work related by the Department and ACC the employee will be placed on accident leave. Employees are entitled to accident leave and it does not affect their sick leave balance.

Accident Leave is paid at the same rate as sick leave. Where the weekly compensation rate is higher than the sick leave rate the difference between these two amounts shall be paid to the employee.

Accident leave will be available during the period of incapacity covered by an ACC medical certificate for the work related injury. During this time a rehabilitation plan will be considered in discussion with the employee and manager with the aim to return to work as per the Department's Injury Management Programme..

#### **4.8 Non Work Related Accidents**

Employees are required to notify their manager of any sick leave taken as a result of a non work related accident and provide medical certificates to support this. Employees are not permitted to receive ACC payments and claim full sick leave on pay for the same days.

Employees must supply copies of all documentation related to the accident to the Department and providing medical certificates support the period of absence the employee may use sick leave, up to their allocation.

Where ACC has accepted an employee's non work related accident claim the Department will claim reimbursement from ACC for sick leave paid after the first five days following the accident and will adjust sick leave according to the rate of reimbursement. Usually the sick leave deduction rate after the first week will be one day of sick leave in every five as ACC will effectively be paying for the other four days.

Employees may use available sick leave for non work related accidents for a period of up to 26 weeks absence from the workplace. After this period or upon exhaustion of the sick leave entitlement, whichever is the earlier, the employee will be placed on leave without pay and the Department will meet with the employee to discuss options for a return to work, further rehabilitation, or the termination of their employment.

#### **4.9 Life Insurance Protection**

If an employee has life insurance, mortgage repayment insurance or disability insurance policies which have an exclusion clause, and the employee dies or is disabled in the normal course of duty and in circumstances in which the employee was required, or could normally be expected to perform the duties which result in application of the exclusion clause, the Department will make an ex gratia payment equivalent to the sum assured plus bonuses.

#### **4.10 Protection from Liability**

No employee will be personally liable for any liability of the Department, or for any act done or omitted by the Department or by the Director-General, or any employee of the

Department or of the Director-General in good faith in pursuance or intended pursuance,  
of the functions or powers of the Department or of the Director-General.

## **PART 5: PARENTAL LEAVE**

### **Principles**

- To support parents in raising a family
- To encourage skilled employees back to the Department
- To retain skilled employees

### **5.1 Parental Leave**

Parental leave is leave without pay and includes maternity, partner's/paternity and extended leave.

The provisions of the Parental Leave and Employment Protection Act 1987 (the Act) will apply.

An employee must give three months notice of their intention to take parental leave.

For further information refer to [www.ers.dol.govt.nz](http://www.ers.dol.govt.nz).

### **5.2 Maternity Leave**

A pregnant employee can start maternity leave up to six weeks before the expected date of delivery or adoption, or more than six weeks before if a medical practitioner so advises.

In addition, a female employee can take up to 10 days special leave without pay before parental leave (without pay) for reasons connected with their pregnancy. This 10 days special leave without pay, and leave prior to six weeks before the birth or adoption or on the advice of a medical practitioner, is in addition to the extended leave entitlement.

This 10 days special leave without pay, and leave prior to six weeks before the birth or adoption or on the advice of a medical practitioner, is in addition to the extended leave entitlement.

If an employee is not entitled to the provisions of the above paragraph they can take a continuous 14 day period of leave without pay at any time during the six week span from 21 days before the expected date of delivery or adoption. This is in addition to the extended leave entitlement.

### **5.3 Partner's/Paternity Leave**

Unpaid leave of up to two weeks 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 by the spouse of a pregnant employee.

## **5.4 Extended Leave**

This unpaid leave can be taken in respect of every child born to an employee or their partner, and in respect of every child up to and including five years of age adopted by them or their partner, provided that they assume or intend to assume care of the child.

Employees (permanent and temporary) are entitled to extended leave where they have worked an average of at least 10 hours every week or 40 hours every month for the six months prior to the due date of the birth or adoption of their child.

Employees who have been employed for less than 12 months are entitled to extended leave of up to 26 weeks less any maternity leave taken. Those with a minimum of 12 months service may take up to 52 weeks extended leave less any maternity leave taken.

The employee may take the full 26/52 weeks, or share this with their partner concurrently or consequently, whether or not their partner is employed by the Department. The total period of leave per child must not be exceeded and is to be taken within 12 months of the birth of the child or the date of adoption.

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

Entitlement to parental does not increase in the case of multiple birth or adoption.

## **5.5 Returning from Parental Leave**

When returning from parental leave an employee is entitled to resume work in the same or in a similar position to the one occupied before going on leave. This means a position of equivalent salary and band, in the same location or within reasonable commuting distance, and involving responsibilities broadly comparable to those the employee held before.

When going on parental leave, the Department must as first preference hold the employee's position open and if the work must still be done, fill it temporarily.

If the employee's position is a key position (as defined in the Parental Leave and Employment Act 1987) that cannot reasonably practically be filled on a temporary basis, then the Department must offer (in writing), one of the following on being advised of the employee's return (in order of priority):

- (a) The same position if it is vacant at the time, or a similar position as the one previously occupied, or
- (b) If this is not possible one of the following options:
  - (1) An extension of parental leave up to 12 months until the previous position or a similar position becomes available



- (2) A similar position in another location with assistance to enable transfer; if the employee refuses this offer they will continue on extended parental leave as in (1) above
- (3) A different position in the same location (at lower banding or involving different duties); if the employee refuses the offer the employee will continue on extended parental leave (without pay) as in (1) above

On the expiry of extended parental leave, if there is no position available, the employee will remain on leave without pay and the Department may terminate employment with 1 months notice, but the employee will be entitled to receive an ex gratia payment of 30 working days based on the percentage employment and pay rate prior to commencement of their parental leave.

If an employee's position is declared surplus while on parental leave, the Department must treat the employee in the same way as any other employee under the Management of Change provisions, (Part 9 of this Agreement) including prior notification.

## **5.6 Ex Gratia Payment**

Employees will be eligible for an ex gratia lump sum taxable payment equivalent to 30 working days, based on the employee's annual rate of pay and hours of work prior to going on parental leave, if they have:

- been on maternity and/or extended leave for at least six weeks; and
- completed six months service since their return; and
- had care of their child in terms of the Act.

If the employee took less than 30 working days leave, the employee will receive this payment (at a rate based on the percentage employment the employee is employed on over the 6 months after their return), on a pro rata basis according to the number of working days absent.

If an employee and their partner both work for a state sector employer, only one will be eligible for the payment. If the employee's partner works for a private sector employer eligibility is unaffected.

## **5.7 Re Engagement after Childcare**

An employee who resigns to care for pre school children will have preference for re employment if they reapply for a position within four years from the date of resignation or five years from the date of taking parental leave (without pay).

The preference will apply to a vacancy that is substantially the same as the position previously held and where the employee has the necessary skills to competently fill the vacant position. Where these criteria are met the person will be offered the position in preference to any other person.

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 reapplying.

## **5.8 Paid Parental Leave**

Employees eligible for parental leave may also be entitled to payment under the Paid Parental Leave Scheme. This payment is taxpayer funded and administered by Inland Revenue. For more information please visit <http://www.ird.govt.nz>

## **PART 6: REMUNERATION SYSTEM AND PAY PROCEDURES**

### **Purpose Statement**

The purpose of the remuneration system is to help meet the shared interest that employees and the Department have in creating a successful organisation that achieves its intended outcomes. The remuneration system contributes to this by facilitating the recruitment and retention of quality staff, making them feel valued and recognise their contribution to the organisation. It encourages employees to grow in the job by enhancing their competence and, ultimately, their performance.

### **Principles**

The remuneration system should operate to support a positive culture in the workplace and demonstrate good employer practice based on the following principles:

- It is transparent in that employees understand how the system works and generally how their salaries relate to each other
- It is fair and equitable to all employees
- It is sustainable, affordable, simple and easily administered
- It has regard to internal relativities and the external labour market
- It reflects the competence, skills and performance of staff
- It supports career development
- It is responsive to organisational change
- It encourages staff and managers to feel they have ownership of the system

The remuneration system links to role descriptions, the Performance and Development Plan, and the learning and development framework.

### **6.1 Bands**

Positions are placed within one of the following bands:

#### **Band A**

Jobs at this level have accountability for their own day-to-day tasks and require knowledge of procedures and processes within the work area. Job holders expected to work independently on a varied range of well defined tasks requiring a broad understanding of processes, procedures and work routines. Some judgment required to interpret procedures or resolve minor problems.

Jobholders carry out planned work and are expected to be familiar with and to administer/apply workplace procedures and processes in delivering the work.

Interpersonal skills required for explaining things to people or understanding others in their area of work.

The jobs at this level are accountable for one or more of the following:

- providing customer service
- process focused administration or support

- operating machinery
- explaining procedures and requirements
- resolving enquires
- following procedures and processes

**Examples of Job titles** - Administration Officer; Receptionist; Ranger Services

**Key words** - processes, records, enters data, refers, assists, provides, delivers, follows

**Examples of tasks** - provide help and assistance to visitors; prepare and/or check banking; reception duties; assist with facilities management; answer public enquiries; collect fees; arrange bookings and permitting; coordinate travel; various delivery of operational tasks such as: facilities and site maintenance; hut and track maintenance; cleaning; weed spraying; weed control. Trapping; hunting; maintenance of tools and equipment; deliver work as described in work plans; assist in the delivery of operations and tasks; assist with maintenance

**Level of experience or qualifications** - Requires applied knowledge and skills acquired through experience and/or occupational based training towards certification in skill-based occupations e.g. Trade Certificate; Approved Handlers Certificate; qualifications in working with chainsaws, Quad motorbikes, 4WD vehicles.

## **Band B**

Job holders at this level are accountable for results of and processes within portions of work or projects. The work at this level is under limited supervision performing moderately complex and varied tasks requiring judgment and interpretation to interpret procedures and resolving minor problems.

Job holders have freedom of action to make independent decisions with help from precedents and earlier solutions.

Jobs at this level require interpersonal skills for clarifying customer's needs, relaying specialised or technical information, or resolving contract requirements or field problems.

The jobs at this level are accountable for one or more of the following:

- technical administration or customer service
- skilled trade or technical work
- allocating work and supervising staff performing similar tasks

**Job titles** - Accounts Payable Officer; Administration Officer; Payroll Officer; Ranger, Services

**Key words** - administers, applies, schedules, assesses, updates, delivers, monitors, raises issues, interprets, resolves, supervises, maintains and improves, assists with development

**Examples of tasks** - provide administrative services and support; process data; maintain databases and systems; provide support for the team; generate reports; provide help and assistance to visitors; arrange bookings and permitting; manage stock; monitor the delivery of tasks; report progress and issues; deliver work as described in work plans; maintenance and or construction of sites, facilities, huts and tracks, and historic assets; weed control using a range of methods; animal pest control activities; vegetation and species monitoring; species management; data collection; assist in the delivery of operations and tasks; assist with maintenance; provide day to day supervision; maintain and improve equipment; carry out training of staff and volunteers; assist with research and auditing

**Level of experience or qualifications** - Has applied knowledge, previous experience and demonstrated competence in the role. Has related qualifications at a Certificate level e.g. Trade Certificate, Approved Handlers Certificate.

### **Band C**

Jobs at this level tend to be more self-directed and are accountable for moderately complex tasks with measurable impact on the work unit or wider organisation. Jobs tend to involve more complex problem-solving, requiring judgement, interpretation and perhaps analysis and research.

Within the jobs at his level there is freedom of action to make independent decisions, with help from precedents and earlier solutions.

Emphasis in internal and external relationships is likely to be on liaising, advising, explaining and convincing others in order to reach mutual understanding and/or achieve outcomes.

The jobs at this level will be accountable for one or more of the following:

- a specialist area of work for the organisation with measurable impact
- moderately complex tasks with some impact on the work unit or wider organisation
- providing specialised technical service
- day-to-day supervision and scheduling of employees, volunteers or contractors
- monitoring the delivery of the assigned work plan and reporting progress and issues

**Examples of Job titles** - Personal Assistant; Ranger Services (Biodiversity); Ranger, Services (Recreation and Historic); Ranger, Partnerships, Technical Support Officer, Fire

**Key words** - assesses, evaluates, devises, interprets, develops, resolves, checks, plans, monitors, advises

**Examples of tasks** - provide administrative support; anticipate and resolve critical issues; provide accounting services; coach and develop others; manage sales; promote and sell opportunities; deliver technical work on the ground (tasks may come from a broad range of functions: administrative; recreational; historic; biodiversity;

community; iwi relationship; advocacy; partnerships; plan work within projects; provide technical advice and support; provide day to day field supervision; monitor the delivery of the assigned work plan and report progress and issues; provide day-to-day maintenance; undertake inspections, and audits; undertake monitoring; contribute to management and training; seek and secure partnership opportunities; manage relationships on the ground; work to resolve conflicts and concerns.

**Level of experience or qualifications** - has extended experience and advanced knowledge and skills within the area. Has a qualification in a related field at NZQA Level 5 or above, or equivalent demonstrated competence.

## **Band D**

Jobs at this level have problems of moderate scope and complexity requiring analytical and creative input, initiative and judgement. Area of work may involve conflicting and diverse activities requiring high level of individual judgement.

Jobholders at this level assess, investigate, analyse and interpret information. There is the requirement for analysis and judgement to resolve difficult technical issues requiring adaptive solutions.

Freedom of action to plan, schedule and arrange own activities under general direction within established policy and procedural guidelines.

Emphasis in internal and external relationships is likely to be on liaising, gaining co-operation, convincing others, or explaining technical terms.

The jobs at this level will be accountable for one or more of the following:

- providing technical leadership and ensuring work meets quality standards
- a specialist area of administration for the organisation
- complex technical tasks requiring analytical and creative input, initiative, judgement and elements of research
- supervising staff in task-focused roles, including scheduling, work allocation and monitoring

**Job titles** - Personal Assistant; Senior Ranger, Services (Biodiversity); Senior Ranger, Services (Recreation/Historic), Asset Planner, Delivery Planner, Ranger, Partnerships, Permissions Advisor, Technical Support Officer, Fire, Works Officer, Team Lead, Accounts Payable

**Key words** - assesses, analyses, evaluates, devises, writes, advises, co-ordinates, verifies, oversees, coaches, ensures quality, risk management; plans; maintains, contributes, provides, assigns, supports, co-ordinates, provides expertise, schedules, coaches, leads

**Examples of tasks** - provide technical leadership; provide a high standard of services; coach and develop others; verify and assure that the work of others meets quality standards; provide advice, provide technical sign off of projects; oversee complex technical work on the ground; manage risk and use systems; assist with the development of national plans; contribute to the development of work programmes,

work plans and projects; support staff to schedule work and assign work orders; educate and improve understanding of systems; seek and secure opportunities; coordinate input into processes; lead, coach and develop

**Level of experience or qualifications** - has a depth of experience and demonstrated competence in area. Has a relevant tertiary qualification (at Level 5 Certificate or above), or equivalent demonstrated competence in the area.

## 6.2 Band Range Table

Each band has the following ranges within it. The table is to be used as a guide to where new employees should be placed within the band. The table is also to be used in determining the amount of progression each year for existing employees.

### 6.2.1 Band Framework

Range	Definition
Advanced	<p>(1) An employee is consistently able to demonstrate a level of competency above that required for the role.</p> <p>(2) The employee must add extensive value, have a significant impact and use their initiative to meet other organisational goals outside of their own role.</p> <p>(3) Able to undertake work expected at the next or a higher band.</p> <p>(4) Will usually be required to undertake leadership roles in the functional area</p>
High performing and fully competent	High performing and fully competent and demonstrating the full range of requirements of the role consistently well over time to the agreed standards in the PDP
Fully Competent and Performing	Clearly demonstrates the full range of capability for the role as described by the role description and by achieving the agreed standards in the PDP.
Developing	Has the qualifications and/or skills to undertake the requirements of the role and is growing capability and demonstrating improving competence in the PDP.

### 6.2.2 Salary Ranges

Refer to Appendix 1 for salary band ranges and progression matrix.

These salary rates (in Appendix 1) do not apply for employees who are called out to participate as a member of a fire team. The fire rates that apply for these purposes are those as paid by the National Rural Fire Authority. When participating at a fire and receiving these rates no other allowances or payments may be claimed.

Specific hourly rates apply to employees undertaking work experience and youth work.

### 6.2.3 Work Experience and Youth Work

The hourly rates of payment for short term employees undertaking work experience, or youth work, is \$14.25 per hour and must meet the requirements of the Minimum Wages Act 1983.

### **6.3 Salary Review Process**

To move upward within their band employees will be assessed annually during the salary review process. This salary review will be based on an assessment of the employee building competence, and performing in the role as described in the PDP over the previous year.

Temporary employees will have their salary reviewed on an annual basis if they are employed for more than twelve months. Any salary increase will be met from within the local budget.

### **6.4 Progression within a Band**

There is an expectation that as staff progress through the band, their level of capability, performance, and development requirements increase.

Progression within each range will be subject to meeting the expectations of the role according to the conditions below.

To determine progression:

1. find your current salary in the first column in the progression matrix for your band, (refer to Appendix 1)
2. move horizontally to the column that is your competence and performance assessment for the year (this is the outcome of the Annual Salary Review)
3. the salary in this column is your new salary.
4. if the column is blank there is no salary movement.

There will be no progression for individuals who have a recorded performance improvement plan.

If paid above the band there will be no salary movement.

New employee's competence will be assessed within six months of taking up the role to determine whether they are at the correct salary level. A PDP will be developed in the first three months following appointment as part of the induction process.

Employees will not be disadvantaged by a manager's failure to conduct a PDP.

#### **6.4.1 Progression between Ranges within a Band**

Progression between the ranges requires the demonstration of competence at the level of the range as per Clause 6.2.1 Band Range Table above and matrix in Appendix 1.



## **6.4.2 Progression within Ranges within a Band**

Progression within a range will be subject to evidence of increasing capability and performance, and achievement of development goals as agreed in the PDP.

Within each band there are a set of identified steps that define the amount that individuals will move each year. Refer to the Progression Matrices in Appendix 1.

## **6.5 Progression Review Procedure**

### **(1) Principles**

- (a) Employees are entitled on request to information regarding the basis for their salary assessment in terms of the criteria set out above for movement in the band;
- (b) Disagreement with the assessment will be dealt with at a local level by an employee with, if required, the assistance of a friend or Union delegate who will have speaking rights;
- (c) There will be provision for escalation of the complaint to senior management;
- (d) Any complaint should be resolved as quickly and informally as possible.

### **(2) Procedure**

- (a) An employee will be provided on request to their manager, all relevant information regarding the basis for the salary assessment except that which may refer to other employees or give comparative information leading to a compromise of individual privacy.
- (b) Should an employee wish to challenge the assessment they should first discuss the complaint by meeting with their manager. An employee may elect to be accompanied by a friend or Union delegate who will have speaking rights. The role of this person is as an assistant or supporter rather than a representative or advocate.
- (c) After the above discussion the following action may be taken:
  - (i) The employee is satisfied that the assessment is fair; or
  - (ii) The manager agrees there may be cause for a review and will make representations accordingly; or
  - (iii) The complaint is not resolved.
- (d) Should the complaint remain unresolved the employee may take the complaint to the Director, or Deputy Director General. Informal discussion is the best method of attempting to resolve this matter. The employee should complete a salary progression review form to serve as a basis for discussion

and send a copy to the Director, Human Resources. Notes of the discussion will be kept and a copy given to the employee.

- (e) Should the complaint not be resolved the employee may prepare a comprehensive written case to be forwarded to the Deputy Director General, Science and Capability, with a copy to the Director. If the Deputy Director General, Science and Capability has been involved in the assessment, the case should be put to the Director-General. The decision of the Deputy Director General, Science and Capability or the Director-General is final and will be recorded in writing.

**Notes:**

- (a) Any complaint or discussion must concern only the basis for the salary assessment as given in the criteria set out in this Collective Agreement. Employees may not have access to salary information for other employees and the case made by the employee or management will not include a comparison between employees.
- (b) At any stage in the review procedure an employee may have the assistance of a third party which may include a friend or Union delegate.
- (c) Nothing in this procedure will prevent the AWUNZ from raising the matter with the Director-General at the conclusion of this process.
- (d) Nothing in this procedure will affect an employee's rights or entitlements as set out in the "Resolution of an Employment Relationship Problem" section (Section 2.3).

**6.6 Performance and Development Plan (PDP) Review**

Employees will have an annual Performance and Development Plan (PDP) developed with their manager that will set work objectives/standards, identify learning and development needs and allow discussion of the employee's work aspirations.

The PDP process will be used to ensure clarity of expectations and provide regular feedback to employees about their performance and development. It is expected that managers will provide feedback as part of monthly operating review discussions.

**6.7 Band Movement**

Being placed in the salary scale means that an employee stays at the same place in the band if the band moves, and therefore gets a percentage movement even if their demonstrated competency and performance level does not change.

**6.8 Progression Between Bands**

To move to a new band will usually require appointment to an advertised position in that band.

### Exception:

A position may be reviewed and considered for re-banding in the following circumstances:

- (1) through organisational change;
- (2) expectation of the Department for the position to perform duties at a higher and more complex level.

If an employee believes their position has changed significantly they may seek an independent review of progression between bands.

### **6.9 Additional Review of Salary**

Separate from the annual salary review an employee can request their manager (or the manager may initiate this), assess and seek approval for increasing the employee's salary level based on work changes, retention or relativity issues within the band. Any approved increases will be met from within local funding and can be undertaken at any time during the year.

### **6.10 Skill Shortage and Recruitment/Retention**

The external job market from time to time experiences shortages of certain positions driving up the salary rates for these positions.

In exceptional circumstances a manager may identify a demonstrable recruitment and /or retention problem. A Recruitment/Retention Allowance may be applied to a position which is abated once the recruitment/retention issue is no longer evident or the individual leaves that position or location.

### **6.11 Publication of Salaries Profiles**

A profile of salaries paid in each band will be made available to employees at least annually. The profile will list salaries by location, by rate paid and nationally. Where necessary to protect individual privacy i.e. where the sample is very small, data is to be suppressed. Additional information may be made available on a confidential basis as part of any departmental problem resolution procedure.

### **6.12 Part Time Employees**

The salary and higher duties allowance paid to part time employees will be on a pro rata basis of the ordinary hours of work of a full time employee.

Reimbursing allowances will however be paid at the full rate. Progression will be the same as for full time employees.

When participating at a fire and receiving these rates no other allowances or payments may be claimed.

### **6.13 Payment of Salary**

Salaries will be paid fortnightly by direct credit to a bank account on receipt of the appropriate written authority from employees. In the event of direct credit not being able to be actioned, the amount of salary due an employee will be paid direct by way of cheque.

The Department will provide employees with a written advice of the gross pay and deductions made each time gross pay or any deductions are altered.

### **6.14 Deductions from Salary**

The Director-General will be entitled to make a deduction from an employee's salary:

- Pursuant to the Wages Protection Act 1983 with the required notice being given to the employee
- At an employee's written request

### **6.15 Union Subscriptions**

The Department will deduct Union subscriptions from an employee's pay at their written request, and will forward it to the Union, retaining an administration fee of 2.5%.

## **PART 7: HOURS OF WORK**

### **Principles**

- Employees are encouraged to maintain a balanced lifestyle between work and home and should generally aim to complete their work in their standard fortnight
- The aim is to work a standard hourly fortnight
- With manager's agreement, employees should be granted the opportunity to work flexible hours, within their standard hourly fortnight
- Employees are not expected to work extended periods away from home on a regular basis unless this requirement is in their position description
- TOIL is the rearrangement of hours purchased in the Business Plan, not the recognition of extra hours worked. Overtime is the purchase of additional hours
- A break of at least nine continuous hours must be provided wherever possible between any two periods of full duty

### **7.1 Ordinary Hours of Work**

The ordinary hours of work are eight hours per day normally worked between 7am and 6pm. The standard hourly fortnight will normally be Monday to Friday, 80 hours per fortnight. Where necessary employees may be required to commence/finish outside these core hours.

### **7.2 Flexible Working Hours**

Employees should, wherever possible, be granted the opportunity of working flexible working hours subject to the agreement of the manager.

### **7.3 Extended Periods of Work**

Regular work of more than 10 consecutive days will not become the norm unless this requirement is in the employee's position description, or as agreed between the employee and manager, prior to work commencing, for periods of extended work usually relating to off-shore islands.

The entitlement to days off will be two consecutive days off per five days worked.

- i.e. 10 on, 4 days off
- 15 on, 6 days off
- 20 on, 8 days off

### **7.4 Seven Day - Saturday or Sunday Work**

Where a seven day operation or Saturday/Sunday work is required, these days will be substituted for an employee's ordinary Monday to Friday workdays.

## **7.5 Meals and Rest Breaks**

Subject to conditions as may be prescribed in this agreement, employees will be allowed rest breaks of 10 minutes each in the morning and afternoon at times specified by the manager. Except when required for urgent or emergency work, employees will not be required to work for more than four and one half hours continuously without being granted a meal period.

When the manager requires an employee to work without allowing a break for a meal as prescribed above, the employee will, from the time such a break was due, until the break is allowed, be paid at T1½ the rate appropriate at the time. Where work extends into overtime then T1½ applies (additional to the rate appropriate at the time) only after two hours overtime has elapsed.

When an employee is required to work not less than four hours' continuous overtime, the employee will be allowed a ten minute rest period at the expiration of the first two hours of such overtime.

## **7.6 Approved Overtime and Overtime Limit**

Any approved hours worked in excess of, or outside the "Ordinary Hours of Work" (Clause 7.1), will be paid for at the rate of time one and a half (T1½), provided that a minimum of eight hours are worked on the day before the overtime rates apply, except where there is mutual agreement for an employee to elect to take this time off in lieu. This eight hour minimum will not apply to approved work undertaken on an employee's normal days off.

Overtime is also payable after 80 hours are worked in the fortnight where the work is approved by the manager except where it is agreed that an employee can take the extra time as time off in lieu.

Overtime is not paid for attendance at courses, seminars, conferences, etc.; however for travelling outside the ordinary hours of work TOIL may be approved.

The overtime limit will be \$61,164 per annum salary. If an employee is paid in excess of this limit they will not be paid overtime except as set out in the "Emergency/Compliance and Law Enforcement Work" Clause (7.9).

## **7.7 Time off in Lieu (TOIL)**

Where an employee works any approved hours in excess of, or outside the period specified in the "Ordinary Hours of Work" Clause (7.1), equivalent time off may be granted, on the basis of one hour off for one hour worked, by mutual agreement between the employee and the manager. TOIL applies when the employee has completed their normal hours of work as defined in Clause 7.1.

Managers are required to ensure all employees who have access to TOIL should wherever practicable take this time within one month of it being earned. It should certainly be taken within two months of it being earned except that this period may be extended under special circumstances at the manager's discretion.

## **7.8 Call Back Work**

If not arranged in advance (provided with at least 12 hours notice of the requirement to report to work outside of normal work hours), where an employee is called back after their normal days work, or on days that they have been rostered off, or on public or departmental holidays, the first hour will be paid at T1½ the employee's ordinary hourly rate and thereafter at T2 the employee's ordinary hourly rate.

A minimum payment for call back will be equivalent to three hours at the employee's ordinary rate of pay.

## **7.9 Emergency/Compliance and Law Enforcement Work**

The Department is obliged to respond to emergencies (search and rescue, marine mammal stranding, natural disasters etc.) and law enforcement situations, both during and outside of normal hours. To make the best response, the employee's regular duties and hours may need to be modified.

Where an employee is directed to assist in search and rescue, law enforcement, natural disasters or other emergencies the employee will receive the appropriate rate of pay including overtime where overtime definitions are applicable and call back where applicable.

Overtime limits will not apply to emergency work.

## **7.10 Nine Hour Minimum Break**

Where an employee has not had the opportunity for a nine hour break between two successive periods of duty, overtime will be paid for hours worked at the rate of time one and a half (T1½) until a nine hour break is taken. Time spent off duty during ordinary hours solely to obtain a nine hour break will be paid at ordinary rates.

## **PART 8: ALLOWANCES**

### **Principles**

- Allowances acknowledge additional responsibilities, difficulties, inconvenience, time, costs, or qualifications that are encountered during the course of an employee's work
- The Department will reimburse employees for all reasonable expenses (which have been approved) incurred solely in respect of work with the Department
- 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 Department

Allowances which are CPI linked will be adjusted by the applicable March Consumer Price Index, effective from 1 July each year.

### **8.1 Back Country (CPI adjusted - All Groups Index)**

The back country allowance is paid to recognise the level of inconvenience, discomfort or remoteness associated with staying overnight in back country locations. The allowance is paid for:

- Each day (i.e. 24 hour period) and subsequent part of a day; or
- When staying overnight in the field for less than 24 hours

Where clarity is required on whether a specific location qualifies for back country allowance, the local delegate and manager will discuss and agree on application of the allowance.

Back country allowance and other entitlements under this clause are not available to hut wardens, and those employees based at and predominantly employed to work on offshore or outlying islands when staying in the normal accommodation on the island.

Hours of work may be set at such times of the day as may be necessary to achieve the best results provided that the minimum hours per fortnight will be 80.

All hours spent on back country work will be paid for at ordinary time rates (T1), except for approved work beyond 80 hours per fortnight where the appropriate overtime rates will apply. Except that as per Clause 3.1, where an employee is required to work on a Public Holiday (if it is a day that they would ordinarily or normally work), they will receive:

- standard relevant daily pay, and
- time half (T0.5) for all hours worked on that day, and
- one day as an alternative holiday regardless of whether they work a full day or only a few hours.

In addition to the normal days off provided for by any roster system an extra day off in lieu will be granted for each weekend worked.



In addition the Department will either supply food to the employees or pay Field Food Allowance for every day while so employed (see Clause 8.).

Rate: \$21.50 per day

Note: Transport in and out of the back country at the beginning and end of the work period is at departmental expense

## **8.2 Dog (CPI adjusted - All Groups Index)**

If an employee is required to use their dog(s) on departmental operations as agreed with the manager, the employee will be paid a dog allowance as follows:

\$236.55 pa	per dog for infrequent use
\$588.72 pa	per dog for frequent use where Department supplies the food
\$722.59pa	per dog for frequent use where dog is certified for species/predator/hunting where Department supplies the food
\$1239.23 pa	per dog for frequent use where employee provides the food
\$1351.90 pa	per dog for frequent use where dog is certified for species/predator/hunting and the employee provides the food

Veterinary bills arising out of departmental work (for example from an injury sustained during field work) will be reimbursed on an actual and reasonable basis.

### **Definition**

Infrequent Use: Up to 12 days per annum where the dog may aid the success of the operation.

Frequent Use: Covers all dogs that the handler is obliged to train and maintain in readiness for work all year round. Dogs officially part of the Department's protected species and predator detection dog programme and wild animal control hunting dogs (eg goat, deer) are considered to be in this category.

## **8.3 Duty and Standby**

- (1) Where the manager requires an employee to be on duty or standby the employee will receive an allowance. Employees will be advised whether they are a Duty Officer or on standby.
- (2) The Duty Officer is a designated officer within a Region who is the first point of contact for the public or DOC emergency call centre outside office hours who is required to initiate an emergency or other response.

- (3) Employees placed on standby must be capable of taking initial action within 15 minutes of receiving a call that requires a response.
- (4) When setting duty/standby rosters managers and employees will seek the participation of as many people as possible to ensure the impact is fairly shared and that individual employees get a reasonable number of uninterrupted weekends as part of the roster.
- (5) The rates for duty and standby are as follows:
 

Any night 5 pm - 8 am	\$15/night
Any day 8 am - 5 pm	\$40/day

(The day rate for Duty Officer applies to weekend days, and Public and Departmental Holidays.)

Weekly rate	\$185/week
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- (6) In addition to the rates specified above, where an employee is required to undertake standby or is the Duty Officer on a Public Holiday the employee will receive an alternative holiday as set out in the Public and Departmental Holidays Clause (3.1).
- (7) Where an employee who is on duty or standby qualifies for a call back payment on a Departmental Holiday, to which they are entitled, the employee will receive an alternative holiday as set out in the Public and Departmental Holidays Clause (3.1).
- (8) Where the Duty Officer becomes significantly involved in one response (e.g. making a number of calls to contact employees on standby, awaiting receipt of situation reports to relay information) or a series of responses they are eligible to claim the call back rate and have access to a nine hour break following discussion with and approval by the manager responsible for the duty roster.
- (9) Duty Officers and Standby Officers may have a departmental vehicle made available for reasonable use outside of normal work hours where the manager responsible for the duty roster considers this is necessary for maintaining effective communications and operation of the duty role.
- (10) At the conclusion of the roster cycle for periods of high demand (e.g. an extended fire season) the manager will review the impacts of the roster on individual employees who participated in the roster and recommend an appropriate level of recognition (e.g. special paid leave or a special payment) for those employees who have been most affected by a lack of a reasonable number of uninterrupted weekends.

## 8.4 Equipment (CPI adjusted - Recreational and Cultural Services Index)

### Principle

Managers are responsible for ensuring that employees have adequate equipment to protect them from hazards and for carrying out their work in a healthy and safe manner.

For items of personal protective equipment (including clothing) that are necessary for protecting employees from significant hazards in their workplace the Department will supply the items unless for reasons of comfort or convenience an employee chooses to supply their own equipment and the manager agrees it is suitable. Where this occurs the employee will be reimbursed for the reasonable costs as agreed with their manager for that item.

For items other than personal protective equipment where it is efficient to do so the Department will provide the equipment item(s) and these may be either issued to individual employees or available for use by a number of employees where this is appropriate.

Employees who are in receipt of the equipment allowance for items other than personal protective equipment, where the item is still required for work use, will continue to be paid the allowance until replacement is required.

Approval of which items an employee will be eligible to receive as part of their equipment allowance entitlement is at the discretion of the manager.

The annual rate at which the allowance is paid will be calculated using the following basis:

- (i) Those who are regularly (more than 36 days per year) required to use specific items in the field will receive 100% allowance on those specific items; or
- (ii) Those who are occasionally (between 12 and 36 days per year) required to use specified items in the field will receive 50% on those items;
- (iii) Those employees who are rarely (between 1 and 12 days per year) required to use specified items in the field will receive 25% on those items.

Note: Temporary employees will be advised of their eligibility to equipment allowance prior to appointment - appended to project description.

Payment will be made at 6 monthly intervals, in arrears, in January and July.

Equipment	\$
(1) Pack - overnight use	81.23
(2) Pack - day use	13.05
(3) Sleeping Bag - mild weather	38.33
(4) Sleeping Bag - all purpose	55.41
(5) Sleeping Bag - Mountain	102.26
(6) Foam mattress	7.70
(7) Rifle and scope - High Powered	410.30
(8) Rifle sound moderator	104.01

(9)	Rifle - Low Powered	50.64
(10)	Shotgun	335.19
(11)	Woollen hat/balaclava	13.70
(12)	Gloves/mittens	7.58

## 8.5 Eye Care

If an employee experiences eyesight difficulties, the Department will pay to have the employee's eyes tested. If the test shows that prescription eyewear is needed to perform their duties, or that an eyesight problem has been created or worsened by their work activities, the Department will reimburse:

- (a) The cost of the test (as required); and
- (b) The cost of lenses (single vision), with coating, and frames or laser surgery up to a combined cost of \$450 (claimable once in any two year period).

## 8.6 Field Food (CPI adjusted - Food Group Index)

The Department will arrange for the purchase and supply of all field food to ensure dietary needs are met, and when this is the most efficient option.

Where for reasons of short duration field trips or other factors that makes departmental supply of field food a less efficient option and an employee provides their own food a Field Food Allowance will be paid for:

- Each day (i.e. 24 hour period) or subsequent part of day spent in the field; or
- When overnight in the field for less than 24 hours.

Rate: \$22.81 per day

## 8.7 Reimbursement of Expenses Incurred in Caring for Dependents

When employees attend a course or are travelling on official business and are required to work abnormal hours, their manager has the discretion to approve the actual and reasonable cost of expenses incurred by the employee in caring for dependents where the situation is such that alternative arrangements cannot be made for their care without incurring extra expenses. Prior approval must be sought from the manager.

## 8.8 Reimbursing - General

- (a) Approved actual and reasonable costs incurred by employees on departmental business will be fully reimbursed on production of receipts in the following areas:
  - Meal costs
  - Accommodation costs
  - Travel costs
  - Out of pocket expenses
  - Passenger service testing and medical examination fees

- Transfer costs for agreed items
  - Practising fees where required by an employee to undertake their responsibilities will be reimbursed at the manager's discretion
- (b) Where an employee has their manager's prior approval to stay privately when on departmental business, the Department expects that the employee will make a contribution to the costs incurred through their stay.

The employee will be reimbursed for actual costs incurred on submission of a claim form including receipts for any purchases made as a contribution and/or details of the amount of any financial contribution (koha) made up to the following amounts:

- (i) For each twenty four hour period - up to \$86.30
- (ii) For an additional period of less than twenty four hours - up to \$39.30

### **8.9 Transfer Expenses (CPI adjusted - Household and Contents and Services Group Index)**

Permanent employees only who transfer to meet the convenience of the Department, or in the course of promotion, or in surplus staffing situations, will receive actual and reasonable costs for the transfer of themselves and their family as set out in the following provisions unless agreed otherwise. The provisions in this clause do not apply to staff moving from temporary to permanent positions or permanent staff on secondment. These situations are to be dealt with on a case by case basis.

Before reaching agreement with a transferring employee the appropriate manager will obtain the approval of Director, Human Resources as to the entitlements that are applicable.

#### **(1) Definition**

In determining expenses payable to an employee on transfer, a family is defined as follows:

- (i) A partner (provided that no transfer expenses are being paid from another source);
- (ii) All other persons for whom the employee can show to be financially responsible for, either for legal or moral reasons, provided that any income they receive is in total, less than the Adult Minimum Wage as set by the Minimum Wage Act;
- (iii) Special consideration will be given to any cases where an employee can show that a person living with them in the old location and moving with them to the new location is in some way in need of shelter and support and should therefore be considered to be a member of the family for the purposes of transfer provisions despite the fact that their income exceeds the stated figure.

- (2) The manager (with the approval of the Director, Human Resources, or their designated representative) may agree, at the time of appointment, to any alternative provision in substitution for any or all entitlements to transfer expenses.

(3) Removal of Furniture and Effects

Expenses, including insurance and storage, incurred in the transfer of household effects to the new location (including household pets and the contents of a freezer), telephone installation, and sky/television aerials to an actual and reasonable amount agreed with the Director, Human Resources, or their designated representative.

The cost of the removal will **NOT** include the following effects:

- (i) All articles not part of the employee's own household
- (ii) Buildings (other than small easily dismantled structures, which are not garages), building structural materials, garden seats and large radio and television masts
- (iii) Large workshop machinery, large engines, large cultivating machinery and garden rollers
- (iv) Boats (other than those towed on trailers)
- (v) Wood, fuel and coal in excess of 250 kg
- (vi) Livestock (other than household pets) and beehives
- (vii) Motor and towed vehicles

(4) Travel, Accommodation and Meal Expenses

- (a) Payment of expenses during travel and on arrival. This will include travel, meals, and accommodation from the day of departure from the old location to the day of arrival at the new location.
- (b) Actual and reasonable expenses for board and lodgings for up to six months from date of arrival at the new location if an employee is maintaining a home at the former location are as follows:

For the first four weeks, the employee may claim up to 100% per 24 hour period for meals and accommodation costs

For the second month, the amount refunded to the employee per week is on the basis of 2/3 (i.e. 66%) of the amount reimbursed in the fourth week

For the third month and up to the end of the sixth month, the amount refunded to the employee per week is on the basis of 1/3 (i.e. 33%) of the amount reimbursed in the fourth week

- (c) An employee living away from home following transfer may be granted permission by their manager to visit their family at departmental expense. This expense will be met by the new location.

(5) Expenses Arising From Buying and Selling Homes and Land

- (i) When an employee on transfer buys or sells land, a refund of the following expenses may be made:

- (a) For purchase and sale of land - up to \$6,875
- (b) If selling only - Estate Agent's Commission - actual expenses up to \$3,628
- (c) Legal fees - actual expenses - up to \$883

Purchase and sales of land must be completed within two years of transfer to new location.

- (ii) When an employee sells the house they were occupying at the former location and buys a new house at the new location within two years of the date of transfer, actual aggregated expenses up to \$20,472 will be refunded. Evidence must be produced that the employee occupied and sold a house at the former location.

(iii) Legal Expenses

- (a) When an employee sells the house that they were occupying at the former location within two years of the date of transfer, but does not buy another, actual legal expenses up to \$1,701 will be refunded.
- (b) When an employee has sold a house at the former location and buys another at the new location, or when the employee has not sold a house at the former location, but buys one at the new location within two years of the date of transfer or builds one within two years, actual legal expenses up to \$7,271 will be refunded.

To qualify under this provision, the employee must provide evidence of having previously owned a house.

- (c) At the discretion of the manager (in consultation with the Director, Human Resources, or their designated representative) the employee may be reimbursed for the legal cost incurred in temporary leases and short term tenancies.

(iv) Land Agent's Commission

- (a) When an employee sells the house that they were occupying at the former location within two years of the date of transfer (whether or not another house is purchased at the new location), actual expenses up to \$11,502 may be refunded.
- (b) If an employee sells the house without the services of a land agent, the employee may be refunded the full costs of advertising to a maximum of \$1,195 subject to the production of receipts.

(v) Penalty Mortgage Repayment Charges

When an employee transfers to another location and is eligible for payment of transfer expenses, the manager (in consultation with the Director, Human Resources, or their designated representative) will approve on the submission of details, a separate refund of the penalty charges incurred because of the termination of a mortgage before the completion of the term of the loan on the property at the previous location. The maximum refund allowable is \$4,415.

(vi) Transfer Grant

When an employee is transferred at departmental expense and is required to shift their household, a transfer grant will be paid as follows:

- (a) Where the employee:
  - (i) Purchases their own accommodation; or
  - (ii) Rents or leases departmental or private accommodation which has no floor and window coverings - \$1,066
- (b) Where the employee rents or leases departmental or private accommodation which has some floor or window coverings - \$731
- (c) Where the employee rents or leases departmental or private accommodation which has floor or window coverings in all rooms - \$536

Note: In the above definitions the furnishings referred to are those owned by or installed at the expense of the Department concerned or the existing owner, where rented or leased non departmental accommodation is concerned.

- (d) For each child who is attending a secondary/intermediate school prior to the date of transfer, who attends another secondary or intermediate school after the transfer and for whom a different uniform is required to be purchased because of change of schools - \$307



## **PART 9: MANAGEMENT OF CHANGE**

### **9.1 Principles**

- Principle I

The parties to this Agreement recognise the serious consequences that the loss of employment can have on individual employees, their families and colleagues, and are committed to minimising the effects as far as possible by using the provisions of this Agreement to keep as many employees as possible in employment.

- Principle II

The parties to this Agreement recognise that commitment to multi-skilling, training, strategic people planning, and a flexible team approach are essential elements to keep employees in work and to retain their knowledge, experience, skills and commitment to the Department.

- Principle III

The parties recognise that in order to maximise employment opportunities, the provisions of this Agreement will be used whenever possible to place employees into positions within the Department, other Public Service Departments, the wider State Sector or in any agencies or organisations that might be established as a result of restructuring.

- Principle IV

The parties recognise the stress that reviews and change impose on employees. Both parties will endeavour to treat employees individually to meet their personal needs. Employees will be provided with support in dealing with associated stress.

### **9.2 Process**

The manager must construct a business case to determine the scale of any change required.

If the outcome of the business case is that change is required but it does not involve job losses or reassignments outside a local area then the Department, in consultation with staff and the Union, will develop a process consistent with the above change principles. This protocol may be applied at a local, regional, or national level.

If there is potential for job losses or reassignments outside a local area then a review in accordance with the [Department's Organisational Review Standard Operating Procedure \(hyperlink to DM document\)](#) is required by the Department to introduce change, the following process will be used:

## **Application**

This process applies to all permanent employees covered by this Agreement.

## **Consultation**

In accordance with the aims of this Agreement, the Union will be advised by the manager accountable for any review which is likely to result in significant changes to either the organisational structure, staffing or work practices affecting employees, as soon as possible after the decision is made to undertake a review. The manager will provide the Union with an opportunity to be involved in the review.

Where a decision to make a change or to undertake a review is beyond the control of the Director-General this notification will be made as soon as possible after the decision is announced.

The aim of this process is to reach agreement on the nature of the change using the following guidelines:

- (i) Shared understanding of the objectives of the change
- (ii) Shared view of the current situation
- (iii) Agreement on the desired situation
- (iv) Options for change

The options for change will become the recommendations to the Director-General who will take these into account before making a final decision.

Each party reserves the right to report independently should agreement not be reached.

## **Decision to Change**

If a review results in a decision to make a change then:

- (i) Employees are "affected" by the change and a surplus staffing situation will apply, if the Director-General requires:
  - (a) A reduction in that category of employees (i.e. the number of employees employed in a common work area, doing a similar type of work, at the same level of responsibility), or
  - (b) If those employees cannot be employed in their current position at their current salary level or work location, or
  - (c) If the nature of their work has changed significantly
- (ii) The manager will establish an employee support programme which will include professional counselling for affected employees, dependants, partner, and where necessary for immediate work colleagues.

- (iii) The manager and the Union will consult and agree on which of the following options apply, and how it will be applied.

### **9.3 Options**

#### **(1) Managed Attrition**

Within the context of a process of organisational change, the Director-General may operate a policy of managed attrition (i.e. identified surplus positions are not filled as they become vacant) either within a particular affected work situation or across the wider organisation. The intention of managed attrition is to minimise the impact on employees.

#### **(2) Reconfirmation/Reassignment**

When a surplus staffing situation exists the manager may, following consultation and agreement with the Union, either reconfirm an employee in the same or similar position, or reassign the employee to an alternative position for which they are suitable, if the employee is affected.

This may include placement to a suitable position in an existing agency or in a new structure or agency established as part of the restructuring.

##### **(a) Reconfirmation**

Where reconfirmation takes place the following provisions will apply:

The parties agree that use of the reconfirmation provisions will be maximised in terms of the following principles:

- (i) Where a position is to be transferred into a new structure or new agency, or there is a position in an existing agency, and where there is one employee who is a clear candidate for that position and the criteria below are met, then that employee is to be confirmed in it.
- (ii) The criteria for reconfirmation will be as follows:
  - (a) The new position (description) is the same (or very nearly the same) as what the employee currently does as reflected in the employee's current role description and/or Performance and Development Plan (PDP)
  - (b) The salary for the new position is no less
  - (c) The new position has terms and conditions of employment (including career prospects) agreed with the Union that are no less favourable
  - (d) The location of the new position is the same (Note: this need not necessarily mean the same building and/or the same street)

- (iii) In those situations where there is more than one clear affected candidate, the manager will consult to reach agreement with the Union, and either:
  - (a) The position will be advertised, with appointment made as per normal departmental appointment procedures; or
  - (b) Agreement will be reached amongst candidates on which candidate(s) will transfer if there is a clear preference amongst potential candidates to uplift other options under this agreement.
- (iv) Proposed reconfirmations will be discussed with all affected employees. Position descriptions (previous and new) will be provided at this time to enable them to assess whether they meet the criteria. Those employees who believe they do not meet the criteria after discussion with their manager will be able to lodge a review. For those employees who meet the criteria and do not wish to be reconfirmed, the alternatives are leave without pay for 12 months or resignation.
- (v) The Union may propose that an employee be reconfirmed where that employee believes their current position is sufficiently similar to the new position
- (vi) Appointment of any affected employee under the reconfirmation procedures is open to review by any other affected employee who is employed in a common work area and location, doing a similar type of work, at the same level of responsibility regardless of the employment agreement they are employed under. The review process will be the same as that contained in the Department's Appointment Review Policy

(b) Reassignment

Following reconfirmation and where agreement has been reached between the manager and the Union on the option of reassignment if there are positions still vacant, then the manager and the Union will meet to assess the skills of all those employees still left without a position and to reach agreement on the process for appointment to new positions. Available new positions may be at a higher, the same, or lower salary band than the positions currently held by remaining affected employees.

The manager and the Union will discuss and agree on how 'local area' is defined.

In determining the parameters for reassignment the manager and the Union will deal with cases on an individual basis, with a view to placing as many employees as possible by matching individual skills with positions which require similar skills. This exercise may involve individuals undertaking some on the job training or attending training courses (e.g. keyboard skills). Such training needs will be identified prior to the individual being reassigned.

The process for assessing skills and/or reaching agreement on the appointment to new positions may include:

- Assessment of current position description and recent PPR review documentation, against the requirements set out in the new position descriptions; or
- Assessment of an application document from affected employees that sets out their relevant experience and competencies for the new position; or
- An interview process before a selection panel; and/or
- Information gathered from referees nominated by the affected employees.

All material considered by the manager and the Union or by a selection panel must be available for any appointment review as per the Department's Appointment Review Policy.

Employees to be reassigned under this process will be consulted prior to any appointment being made.

Where an employee accepts reassignment to a new position at the same or lower salary in the same or new location the following applies:

- (i) Where the new position is at a lower salary, an equalisation allowance will be paid to preserve salary at the rate paid in the old position at the time of reassignment.

The salary can be preserved in the following ways:

- (a) A lump sum to make up for the loss of basic pay for the next two years (this is not abated by any subsequent salary increases); or
  - (b) An ongoing allowance equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases).
- (ii) Where the new position is at a location outside the local area, assistance with transfer expenses will be provided in accordance with the transfer provisions of this agreement. These expenses will be met from within the local budget.

A decision on the assistance to be provided will be made by the manager on the basis that the employee will not suffer financial loss in respect of expenses incurred as a result of transfer.

- (iii) Where the new position is within the same local area and extra travelling costs are involved, actual additional travelling expenses equivalent to travelling by public transport will be reimbursed for up to 12 months.
- (iv) Employees will not be required to accept a reassignment outside the local area.

- (v) Appointment of any affected employee under the reassignment procedures is open to review by any other affected employee employed in a common work area and location. The review process will be the same as that contained in the Department's Appointment Review Policy.

If an employee does not wish to accept a suitable local area reassignment, having taken account of clauses (i) to (v) above, the alternatives are leave without pay for 12 months or resignation.

Note: Where Union agreement is needed in the Reconfirmation/Reassignment process and two or more affected employees are involved and agreement is not given, the merit appointments process will apply regardless of the agreement the employees are on or the employee's membership or non-membership of a Union.

(c) Reconfirmation/Reassignment to another Organisation (Technical Redundancy)

Reconfirmation/Reassignment may include placement to a suitable position in an existing government agency or in a new governmental structure or agency established as part of the restructuring as per Principle III or with a new employer if the restructuring is as defined in the Employment Relations Act 2000.

In the latter case, the Department will facilitate bargaining between all the parties with the intention that departmental employees will be employed by the new employer on the same or superior terms and conditions of employment.

The employee has the absolute right to refuse employment with the new employer.

Where it is proposed to reconfirm/reassign an employee to another organisation nothing in this Agreement or any other agreement will require this Department to pay compensation for redundancy to the employee if:

- (a) The new employer
- has offered the employee employment in the other organisation AND
  - has agreed to treat service with this Department as if it were continuous service with that other organisation AND
- (b) The conditions of employment being offered to the employee by the other organisation are the same as, or superior to, 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
- (c) The offer of employment by the other organisation is an offer to employ the employee in that organisation either:

- in the same capacity as that in which the employee was employed OR
- in a capacity that the employee is willing to accept.

#### **9.4 Surplus Employees**

All affected employees not placed by Reconfirmation or Reassignment are surplus from the date of notification in writing from the Department and the following process applies:

- (1) The manager will notify the Union of the names, location and positions of affected employees who are in this category.
- (2) The manager, affected employees, and the Union will agree on which of the following options, or any other options will be offered to these affected employees. How the options will be applied and the types and levels of financial assistance etc. will be negotiated on a case by case basis by the manager, the Union, and affected employees.
- (3) Each person will be required to select one of the options in agreement with the manager.
- (4) This selection must take place within a paid notice period of 1 month beginning on the date that the employees affected became surplus.
- (5) If no option as listed in (6) below has been chosen or no agreement as in (2) above has been reached by the surplus employee by the end of this period, then the manager will initiate the redundancy option.
- (6) The details of how the options will be used, the types and levels of financial assistance and other relevant details will be agreed on a case by case basis. The options are:

##### Formal Job Search

This job search option is available only after internal job opportunities have been explored and there are no obvious future internal vacancies. The manager will provide structured assistance, including career counselling, outplacement, time with an employment agency to help an employee find a suitable position outside the Department, either in the wider public sector or in the private sector. The employee remains in departmental employment on salary during the job search period.

Criteria for defining a suitable position (position type, salary range, location, industry, skills etc.) and a time frame will be agreed between the manager and the employee before job search or outplacement begins. If criteria cannot be agreed then this option will not be used. Agreement to criteria which meet the definitions of reconfirmation or reassignment will not be unreasonably withheld. If the agreed placement criteria are met and the employee does not want to take a position, the alternatives are leave without pay or resignation.

The maximum available financial support through continued salary can be no more than the redundancy payment that would have been received. If a placement meeting the agreed criteria is not found within the timeframe then further restructuring options will be available provided financial support through continued salary has not exceeded the redundancy payment that would have been received.

If the employee accepts a position with a reduced salary or reduced terms and conditions of employment, the manager and the employee will agree on an equalisation payment.

#### Individual Job Search

If there are no suitable internal vacancies or other internal options an employee may elect to actively search for another position without participating in a departmental sponsored formal job search.

The maximum available financial support through continued salary can be no more than the redundancy payment that would have been received.

During this individual job search, departmental salary will continue to be paid, and the employee remains eligible for internal vacancies. When a position is found, then a lump sum equal to 50% of the remaining maximum support will be paid.

#### Discretionary Leave Without Pay

Discretionary leave without pay (LWOP) for an agreed defined period will not count for service entitlements, but will not break service. The LWOP may include a guarantee of placement in a particular position within agreed criteria at the end of the leave period. The employee may take up other work during the period of LWOP provided there is no conflict of interest with being a departmental employee. If an agreed eventual placement cannot be met by the manager, then further restructuring options may be available provided these do not exceed the redundancy payment that would have been received. If an employee does not want to take up an agreed placement, the alternatives are leave without pay or resignation.

#### Discretionary Leave With Pay

Discretionary leave with pay for a defined period can be agreed, with or without a guarantee of job placement within agreed criteria at the end of the period. The employee may not take up other work during the period on pay except for secondary employment already approved.

If a guaranteed placement cannot be met by the manager, then other restructuring provisions will apply. If an employee does not want to take up a placement which meets the agreed criteria, the alternatives are leave without pay or resignation.

The maximum available financial support through special leave on pay can be no more than the redundancy payment that would have been received.



### Retraining

Retraining involves a significant career move to another position in the Department and some formal training. Salary and training expenses will be provided. An employee on retraining remains a salaried departmental employee and is expected to continue to be employed by the Department under an appropriate bond after retraining.

Agreement will be reached before the retraining on the criteria for placement (location, position type, salary range etc.) in the Department following retraining. If an employee does not accept a placement, or a reasonable alternative placement, after retraining and the placement meets the agreed criteria, the alternatives are leave without pay or resignation.

### Supernumerary Position

A supernumerary position can be established by the Department to provide interim work for an employee pending an expected suitable vacancy. If the vacancy does not eventuate then other restructuring provisions will apply. If the employee chooses not to take the position, the alternatives are leave without pay or resignation.

### Part Time Employment

In some circumstances the manager may agree to an affected employee changing to part time employment, and this option must always be considered if other options have not been successful. If this arises specifically from the restructuring, and is for the definite convenience of the Department, then salary will be equalised in the same way as it is for reassignment, except that a lump sum payment may not exceed the employee's potential redundancy payment. If the part time option is selected for the convenience of both parties, then reduced but reasonable compensation will be agreed.

### Other Options

Other options, or variations to the above options, may be agreed between the manager and the Union. These will be agreed in consultation with an employee, or a group of employees.

## **9.5 Redundancy - Application**

Where the provisions and options contained in the previous sections have failed to place an employee affected by a change in employment then redundancy provisions apply.

Redundancy is always the last resort. Redundancy can only be initiated by the manager. It is not a voluntary option for an employee.

Where an employee is evaluated for redundancy selection purposes, the employee will be given, on request, the results of the evaluation and the reasons for the evaluation and given an opportunity to comment before the evaluation is finalised.

If redundancy is necessary, it will be paid immediately the employee is unplaced according to the following formula and process:

**9.6 Redundancy Formula for Permanent Employees Employed Prior to 1 July 1992**

The following redundancy formula will apply:

- (1) All employees will receive:
  - (a) 29.165% of total ordinary pay for the preceding 12 months
  - (b) 4.165% of total ordinary pay for the preceding 12 months for one person (other than a dependant child) who is dependent on the employee and receives a gross annual income of less than \$22,233 pa
  - (c) 8.33% of total ordinary pay for the preceding 12 months for each dependant child of the employee

These payments are regardless of length of service.

- (2) In addition to (1) above, all employees with 12 months or more continuous service will receive:
  - (a) 8% of total ordinary pay for the preceding 12 months; and
  - (b) 4% of total ordinary pay for the preceding 12 months multiplied by the number of years of continuous service minus one, up to a maximum of 19; and
  - (c) .333% of total ordinary pay for the preceding 12 months multiplied by the number of completed months in addition to completed years of continuous service, provided total service is less than 20 years
- (3) Cessation Leave (as set below) will be paid only in cases of redundancy, subject to the leave being reduced by the amount paid for any anticipated retirement leave already taken. Service for cessation leave will be calculated in accordance with the "Recognition of Previous Service for Leave Entitlements" Clause (3.4).

**Cessation Leave**

(Applicable in terms of Redundancy provisions only)

<b>Qualifying Service</b>	<b>Amount of Cessation Leave</b>
Under 5 years' service	Nil
Completion of 5 and under 10 years' service	22 working days
Completion of 10 and under 15 years' service	44 working days
Completion of 15 and under 25 years' service	65 working days
Completion of 25 and under 30 years' service	86 working days
Completion of 30 and under 35 years' service	108 working days
Completion of 35 and over years' service	131 working days

- (4) Where employees occupy employer provided housing they will not be required to immediately vacate the house. The arrangements for vacating housing will need to be specific to each situation and will be decided at the time they arise in accordance with the Tenancy Act.

In cases where employees are located in isolated areas provision may be made for reasonable expenses to compensate for costs of removal to the nearest main centre.

- (5) The maximum of any payment under (1) and (2) above will in total not exceed **\$55,000** gross.
- (6) Outstanding annual leave, long service leave, and TOIL will be separately cashed up.
- (7) Professional career, redundancy and/or financial advice up to the value of \$1,500 per affected employee will be provided to employees who are made redundant.

Notes: Dependant child means all children up to the age of 15 years and all children between the ages of 15 and 18 who are not:

- (a) In paid employment; or
- (b) In receipt of a state benefit; or
- (c) In receipt of a basic grant or an independent circumstances grant under the Student Allowances Regulations.

This includes those for whom employees are paying maintenance in terms of Work and Income New Zealand requirements and those for whom liable parent contributions are made. Where both parents are declared surplus only one parent can claim for dependant children. It is the employee's choice as to which one claims.

For the purposes of this provision this means service as set out in the "Recognition of Previous Service for Leave Entitlements" Clause (3.4).

Service will not be recognised if it ended with the employee accepting redundancy or enhanced early retirement under any restructuring/surplus staffing provisions of any Departments of the Public Service or Parliamentary Service or organisations as set out in the "Recognition of Previous Service for Leave Entitlements" Clause (3.4).

For the purposes of (1) and (2) above ordinary pay is defined as basic taxable salary, plus regular taxable allowances paid on a continuous basis which attracts overtime payments.

For employees on parental leave (without pay) ordinary pay will be the ordinary pay at the time of commencing leave.

## **9.7 Redundancy Formula for Permanent Employees Employed After 30 June 1992**

The following redundancy formula will apply:

- (1) All employees will receive:
  - (a) 10% of total ordinary pay for the preceding 12 months
  - (b) 4.165% of total ordinary pay for the preceding 12 months for one person (other than a dependent child) who is dependent on the employee and receives a gross annual income of less than \$22,321
  - (c) 8.33% of total ordinary pay for the preceding 12 months for each dependant child of the employee

These payments are regardless of length of service.

- (2) In addition to (1) above, all employees with 12 months or more continuous service will receive:
  - (a) 10% of total ordinary pay for the preceding 12 months; and
  - (b) 4% of total ordinary pay for the preceding 12 months multiplied by the number of years continuous service up to a maximum of 15; and
  - (c) 0.333% of total ordinary pay for the preceding 12 months multiplied by the number of completed months in addition to completed years of service provided service is less than 16 years;
  - (d) 5% of total ordinary pay for the preceding 12 months multiplied by the number of years continuous service between 16 and 19 years; and
  - (e) 0.416% of total ordinary pay for the preceding 12 months multiplied by the number of completed months in addition to the number of completed years of continuous service, provided total service is between 16 and 19 and less than 20 years.
- (3) Cessation Leave (as set out above in clause 9.6 (3)) will be paid only in cases of redundancy subject to the leave being reduced by the amount paid for any anticipated retirement leave already taken. Service for cessation leave will be calculated in accordance with the "Recognition of Previous Service for Leave Entitlements" Clause (3.4).
- (4) Where employees occupy employer provided housing they will not be required to immediately vacate the house. The arrangements for vacating housing will need to be specific to each situation and will be decided at the time they arise in accordance with the Tenancy Act.

In cases where employees are located in isolated areas provision may be made for reasonable expenses to compensate for costs of removal to the nearest main centre.

- (5) The maximum of any payment under (1) and (2) above will not exceed **\$42,000** gross.
- (6) Outstanding annual leave, long service leave and TOIL will be separately cashed up.
- (7) Professional career, redundancy and/or financial advice up to the value of \$1,500 per affected employee will be provided to the employees who are made redundant.

Notes: Dependant child means all children up to the age of 15 years and all children between the ages of 15 and 18 who are not:

- (a) In paid employment; or
- (b) In receipt of a state benefit; or
- (c) In receipt of a basic grant or an independent circumstances grant under the Student Allowances Regulations.

This includes those for whom employees are paying maintenance in terms of Work and Income New Zealand requirements and those for whom liable parent contributions are made. Where both parents are declared surplus only one parent can claim for dependant children. It is the employee's choice as to which one claims.

For the purposes of this provision this means service as set out in the "Recognition of Previous Service for Leave Entitlements" Clause (3.4).

Service will not be recognised if it ended with the employee accepting redundancy or enhanced early retirement under any restructuring/surplus staffing provisions of any Departments of the Public Service or Parliamentary Service or organisations as set out in the "Recognition of Previous Service for Leave Entitlements" Clause (3.4).

For the purposes of (1) and (2) above ordinary pay is defined as basic taxable salary, plus regular taxable allowances paid on a continuous basis which attracts overtime payments.

For employees on parental leave (without pay) ordinary pay will be the ordinary pay at the time of commencing leave.

## **9.8 Redundancy Formula for Temporary Employees**

Should a temporary employee be made redundant compensation will be paid in accordance with the following scale, based on the employee's period of current continuous service with the Department.

- (a) Payment of 8% of the total of all ordinary pay (as defined in the Holidays Act 2003) derived by the employee during the 12 months immediately preceding the date on which the employee has been given notice of redundancy
- (b) An additional 4% of ordinary pay for each additional 12 months continuous service or part thereof immediately preceding the date on which the employee is given notice of redundancy
- (c) The payments made under (a) and (b) above will in all cases be limited to a maximum of one year's ordinary pay

Note: A temporary employee will not be considered redundant if:

- They are offered alternative employment deemed suitable for the skills they have. If the alternative employment is to a lower paid position, equalisation allowance will be paid
- The term of the temporary employment has expired
- The employment has been on a relieving or casual basis
- The nature of the work is seasonal and the season has come to a close

## **PART 10: TERMINATION**

### **10.1 Notice**

Permanent employees must give one month's notice of termination of employment, and are entitled to one month's notice of termination from the Department.

Temporary employees must give two week's notice of termination of employment and are entitled to two week's notice of termination from the Department.

For both categories of employee this may be varied by mutual agreement. Special provisions apply in the event of a surplus staffing situation (See Part 9: Management of Change).

In the case of serious misconduct, the Department may dismiss an employee with a lesser period of notice or no notice at all.

An employee's last day of duty is the last day physically worked before an employee proceeds on leave, resigns, retires, etc, i.e. the day the employee ceases work.

### **10.2 Abandonment of Employment**

When an employee is absent from work for more than five consecutive working days without the consent of their manager, or without notification to the manager, the employee will be deemed to have terminated their employment unless the employee can give a satisfactory explanation for the absence and failure to notify.

## **Part 11: DISCIPLINE**

### **11.1 New Zealand Public Service Standards of Integrity and Conduct**

Employees must read, be familiar with and abide by the New Zealand Public Service Standards of Integrity and Conduct and other instructions issued by the Director-General from time to time.

### **11.2 Principles**

Any disciplinary process will be dealt with in accordance with the relevant policy and will be based on the following principles:

- Employees will be advised of the right to Union assistance and/or representation of their choice at any stage.
- The employee is to be informed of the issue in question in writing and be given a reasonable opportunity to provide an explanation.
- Any corrective action required with a reasonable period of time to improve performance or change the conduct in question will also be advised. If it is a performance issue appropriate alternative work, coaching and counselling should be considered.
- An in depth investigation will be undertaken before any action is taken.
- Depending on the seriousness of the matter a verbal warning will normally precede a written warning.
- All warnings will be recorded in writing and signed by both parties and placed on the employee's personal file.
- Written warnings will have a specified duration depending on the seriousness of the matter of up to 24 months and will be removed from the personal file at the end of the warning period unless a second warning is issued in this timeframe.
- If the offence is sufficiently serious the employee will be placed on suspension on pay pending an investigation as set out above.
- Where an employee feels that they have been aggrieved by any action of the Department, they are to be advised of their right to pursue a personal grievance.
- Where the employer is making a decision that may have an adverse effect on the continuation of the employee's employment, all relevant information will be disclosed to the employee including any evaluative material that may be relied upon, so that the employee may make a fully informed comment, if they chose, before a final decision is made.

### **11.3 Process**

In normal circumstances a disciplinary or performance management process should consist of three steps. If after two disciplinary or performance management steps there is no satisfactory improvement, or a further offence occurs, the manager may enforce such action or penalties as may be considered appropriate.



These outcomes or penalties may include:

- Withdrawal of some functions or delegations; or
- Permanent or temporary transfer to other duties; or
- Demotion, and/or salary regression; or
- Dismissal; or
- Any other action the manager deems fit.

**SIGNATORIES TO THIS AGREEMENT**

Dated **at WELLINGTON this    day of**

FOR AND ON BEHALF OF the Department of Conservation

Lewis (Lou) Sanson  
Director-General

FOR AND ON BEHALF OF the Northern Amalgamated Workers Union Inc, the  
Central Amalgamated Workers Union Inc, and the Amalgamated Workers Union New  
Zealand (Southern) Inc

Wayne McLaughlan  
Union Organiser

AWUNZ Progression Matrix from 1 July 2014

Band A

	Current Salary			
	Developing	Fully competent and performing	High performing and fully competent	Advanced
\$45,475				\$45,475
\$45,082				\$45,475
\$44,688				\$45,475
\$44,294				\$45,082
\$43,901				\$44,688
\$43,507				\$44,294
\$43,114			\$43,114	\$43,901
\$42,720			\$43,114	\$43,507
\$42,327			\$43,114	\$43,507
\$41,933			\$42,720	\$43,507
\$41,540			\$42,327	\$43,114
\$41,146		\$41,146	\$41,933	\$41,933
\$40,752		\$41,146	\$41,540	\$41,540
\$40,359		\$41,146	\$41,540	\$41,540
\$39,965		\$40,752	\$41,540	\$41,540
\$39,572		\$40,359	\$41,540	\$41,540
\$39,178		\$39,965	\$41,540	\$41,540
\$38,784		\$39,572	\$41,540	\$41,540
\$38,391		\$39,178	\$41,540	\$41,540
\$37,997		\$38,784	\$41,540	\$41,540
\$37,604		\$38,391	\$41,540	\$41,540
\$37,210	\$37,210	\$37,997	\$41,540	\$41,540
\$36,817	\$37,210	\$37,604	\$41,540	\$41,540
\$36,423	\$37,210	\$37,604	\$41,540	\$41,540
\$36,030	\$37,210	\$37,604	\$41,540	\$41,540
\$35,636	\$37,210	\$37,604	\$41,540	\$41,540
\$35,242	\$37,210	\$37,604	\$41,540	\$41,540
\$34,849	\$36,817	\$37,604	\$41,540	\$41,540
\$34,455	\$36,423	\$37,604	\$41,540	\$41,540
\$34,062	\$36,030	\$37,604	\$41,540	\$41,540
\$33,668	\$35,636	\$37,604	\$41,540	\$41,540

**Band B**

**1/07/2014**

**Current Salary**

	Developing	Fully competent and performing	High performing and fully competent	Advanced
\$51,736				\$51,736
\$51,288				\$51,736
\$50,840				\$51,736
\$50,392				\$51,288
\$49,944				\$50,840
\$49,496				\$50,392
\$49,048			\$49,048	\$49,944
\$48,600			\$49,048	\$49,496
\$48,152			\$49,048	\$49,496
\$47,704			\$48,600	\$49,496
\$47,256			\$48,152	\$49,048
\$46,808		\$46,808	\$47,704	\$47,704
\$46,360		\$46,808	\$47,256	\$47,256
\$45,912		\$46,808	\$47,256	\$47,256
\$45,464		\$46,360	\$47,256	\$47,256
\$45,017		\$45,912	\$47,256	\$47,256
\$44,569		\$45,464	\$47,256	\$47,256
\$44,121		\$45,017	\$47,256	\$47,256
\$43,673		\$44,569	\$47,256	\$47,256
\$43,225		\$44,121	\$47,256	\$47,256
\$42,777		\$43,673	\$47,256	\$47,256
\$42,329	\$42,329	\$43,225	\$47,256	\$47,256
\$41,881	\$42,329	\$42,777	\$47,256	\$47,256
\$41,433	\$42,329	\$42,777	\$47,256	\$47,256
\$40,985	\$42,329	\$42,777	\$47,256	\$47,256
\$40,537	\$42,329	\$42,777	\$47,256	\$47,256
\$40,089	\$42,329	\$42,777	\$47,256	\$47,256
\$39,641	\$41,881	\$42,777	\$47,256	\$47,256
\$39,193	\$41,433	\$42,777	\$47,256	\$47,256
\$38,745	\$40,985	\$42,777	\$47,256	\$47,256
\$38,297	\$40,537	\$42,777	\$47,256	\$47,256

**Band C**

**1/07/2014**

**Current Salary**

	Developing	Fully competent and performing	High performing and fully competent	Advanced
\$58,811				\$58,811
\$58,301				\$58,811
\$57,792				\$58,811
\$57,282				\$58,301
\$56,773				\$57,792
\$56,263				\$57,282
\$55,754			\$55,754	\$56,773
\$55,244			\$55,754	\$56,263
\$54,735			\$55,754	\$56,263
\$54,225			\$55,244	\$56,263
\$53,716			\$54,735	\$55,754
\$53,206		\$53,206	\$54,225	\$54,225
\$52,696		\$53,206	\$53,716	\$53,716
\$52,187		\$53,206	\$53,716	\$53,716
\$51,677		\$52,696	\$53,716	\$53,716
\$51,168		\$52,187	\$53,716	\$53,716
\$50,658		\$51,677	\$53,716	\$53,716
\$50,149		\$51,168	\$53,716	\$53,716
\$49,639		\$50,658	\$53,716	\$53,716
\$49,130		\$50,149	\$53,716	\$53,716
\$48,620		\$49,639	\$53,716	\$53,716
\$48,111	\$48,111	\$49,130	\$53,716	\$53,716
\$47,601	\$48,111	\$48,620	\$53,716	\$53,716
\$47,092	\$48,111	\$48,620	\$53,716	\$53,716
\$46,582	\$48,111	\$48,620	\$53,716	\$53,716
\$46,073	\$48,111	\$48,620	\$53,716	\$53,716
\$45,563	\$48,111	\$48,620	\$53,716	\$53,716
\$45,054	\$47,601	\$48,620	\$53,716	\$53,716
\$44,544	\$47,092	\$48,620	\$53,716	\$53,716
\$44,035	\$46,582	\$48,620	\$53,716	\$53,716
\$43,525	\$46,073	\$48,620	\$53,716	\$53,716

**Band D**

**1/07/2014**

Current Salary

1.0%	Developing	Fully competent and performing	High performing and fully competent	Advanced
\$68,282				\$68,282
\$67,690				\$68,282
\$67,098				\$68,282
\$66,506				\$67,690
\$65,914				\$67,098
\$65,323				\$66,506
\$64,731			\$64,731	\$65,914
\$64,139			\$64,731	\$65,323
\$63,547			\$64,731	\$65,323
\$62,955			\$64,139	\$65,323
\$62,363			\$63,547	\$64,731
\$61,771		\$61,771	\$62,955	\$62,955
\$61,180		\$61,771	\$62,363	\$62,363
\$60,588		\$61,771	\$62,363	\$62,363
\$59,996		\$61,180	\$62,363	\$62,363
\$59,404		\$60,588	\$62,363	\$62,363
\$58,812		\$59,996	\$62,363	\$62,363
\$58,220		\$59,404	\$62,363	\$62,363
\$57,628		\$58,812	\$62,363	\$62,363
\$57,037		\$58,220	\$62,363	\$62,363
\$56,445		\$57,628	\$62,363	\$62,363
\$55,853	\$55,853	\$57,037	\$62,363	\$62,363
\$55,261	\$55,853	\$56,445	\$62,363	\$62,363
\$54,669	\$55,853	\$56,445	\$62,363	\$62,363
\$54,077	\$55,853	\$56,445	\$62,363	\$62,363
\$53,485	\$55,853	\$56,445	\$62,363	\$62,363
\$52,894	\$55,853	\$56,445	\$62,363	\$62,363
\$52,302	\$55,261	\$56,445	\$62,363	\$62,363
\$51,710	\$54,669	\$56,445	\$62,363	\$62,363
\$51,118	\$54,077	\$56,445	\$62,363	\$62,363
\$50,526	\$53,485	\$56,445	\$62,363	\$62,363