



Te Kawa Mataaho

Public Service Commission

30 April 2025

9(2)(a) privacy

9(2)(a) privacy

Official Information Request Our Ref: PSCR 2025-0218

I refer to our response to your OIA request dated 17 April 2025 where we advised we were preparing the documents relevant to your request, and that these would be released to you no later than 30 April 2025.

Information being released

Please find enclosed the documents within scope of your request.

Item	Date	Document Description
1	17 December 2020	TERMS OF REFERENCE - Framework for consistent terms and conditions
1	November 2021	COMMON CLAUSE - Common Preamble
2	November 2021	COMMON CLAUSE - Family violence - support
3	November 2021	COMMON CLAUSE - Gender Pay Principles – Fair and equitable Pay and Employment
4	November 2021	CONSISTENT CLAUSE - Union Recognition, Representation and Engagement
5	2022	Draft common leave working documents
6	October 2022	Public Service Terms and Conditions – A report on the content of Public Service Collective Agreements (Date of data: March 2022)
7	11 December 2023	Public Service Terms and Conditions – A report on the content of Public Service Collective Agreements (Date of data: 31 December 2022)

I have decided to release the documents listed above, subject to information being withheld under section 9(2)(h) of the OIA – to maintain legal professional privilege.

In addition, some information has been deleted where it is not within the scope of your request.

If you wish to discuss this decision with us, please feel free to contact Enquiries@publicservice.govt.nz.

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

Please note that we intend to publish this letter (with your personal details removed) and enclosed documents on the Te Kawa Mataaho Public Service Commission's website.

Yours sincerely



Nicky Dirks

Manager – Ministerial and Executive Services
Te Kawa Mataaho Public Service Commission

Framework for consistent terms and conditions

Introduction

These terms of reference establish a joint process to oversee the development of the common and consistent terms and conditions. It establishes the purpose, process and governance for the work programme to implement an agreed consistency framework across the Public Service.

Purpose

The purpose is to create modern, fair, secure and exemplar employment conditions that attract a highly capable workforce which reflects the diversity of the society it serves. In doing so, this work supports building Public Service capability for the future, the Public Service reforms and the aims of the Public Service Act 2020.

Principles

- Reflect the intent of the Public Service Act, in particular:
 - modernisation of the Public Service while recognising and enhancing the non-legislative conventions that it operates under
 - the shared purpose, principles, and values of the Public Service
 - an opportunity to establish ways of working, including across Public Service agencies, to achieve better outcomes for the public
 - fair and equitable employment including the good employer principle and expectations
 - fostering a consistent, efficient and effective approach to workforce matters
 - enabling the use of the Commissioner's delegation of functions and powers to negotiate collective agreements with the aim of achieving consistent terms and conditions of employment across Public Services agencies
 - greater mobility across the Public Service and continuity of employment for statutory leave entitlements.
- The COVID-19 environment requires new ways of working to address new and emerging demands and to ensure improved services and outcomes for Aotearoa New Zealand. We are progressing this work within the context of the Commissioner's guidance to chief executives on pay restraint, supporting low paid and frontline roles and addressing gender and ethnic pay inequities, noting the context will continue to change and develop.
 - The Public Service attracts and develops skilled public servants
 - We promote secure work and good conditions of employment within the Public Service
 - That developing new and effective ways of working is supported by high engagement working with staff and their union.

General Process

1. This framework is agreed between the Commission and PSA. A work programme will be jointly agreed to progress this work.

2. Chief executives of the Public Service agencies will be engaged with this work and will have input into final decisions.
3. The work will be progressed using a joint process to develop and design common and consistent terms and conditions. This process aims to provide:
 - a. an environment of informed debate in which to establish a set of terms and conditions to increase consistency as outlined in the framework;
 - b. for the use of evidence, data and existing conditions to inform the discussion;
 - c. for engagement and input by agencies and unions affected by the outcomes;
 - d. the environment that ensures effective and efficient progress of the discussions (as established in the work programme);
 - e. consideration of the importance of reflecting a future focus for the Public Service workforce and work;
 - f. for any agreements reached to provide for sustainable decisions around public servants' terms and conditions.
 - g. A clear mechanism for implementing the recommendations; including the default mechanism being through variation to Collective Agreements.
4. The parties will undertake this work in good faith.

Governance

5. The overall structure is:



Design Group roles and responsibilities

6. A Design Group will be established from December 2020 to address framework components that are being considered for the common core or consistency. The Design Group will:
 - a. implement the design brief as approved by the Joint Steering Group;
 - b. draft a common clause and/or requirements for consistency of terms and conditions;
 - c. consult with respective stakeholders;
 - d. make recommendations to the Joint Steering Group, preferably by unanimous view where possible;

- e. the Design Group will advise on a preferred method of implementation, noting the default mechanism is through variation to Collective Agreements. The Design Group will also make recommendations on guidance for applying consistent terms and conditions;
- f. report regularly to the Joint Steering Group on a 'no-surprises' basis;
- g. refer contentious or significant matters back to the Joint Steering Group.

Joint Steering Group roles and responsibilities

- 7. The Joint Steering Group provides:
 - a. oversight and overall management for the processes;
 - b. approve an initial detailed brief to the Design Group for each of the conditions to be addressed;
 - c. an initial line of support and challenge to the advice from Design Group;
 - d. support to the Design Group for the building of consensus over joint (employer/union) process and interpretations;
 - e. connection between components of the framework;
 - f. support and independent advice for the PSA/PSLT Strategic Forum.
- 8. The three members of the steering group will be:
 - a. a nominee of the PSA (Erin);
 - b. a nominee of the Public Service Commissioner (Dale);
 - c. a chief executive representative (Carolyn).

PSA/Public Service Leadership Team (PSLT) Strategic Forum roles and responsibilities

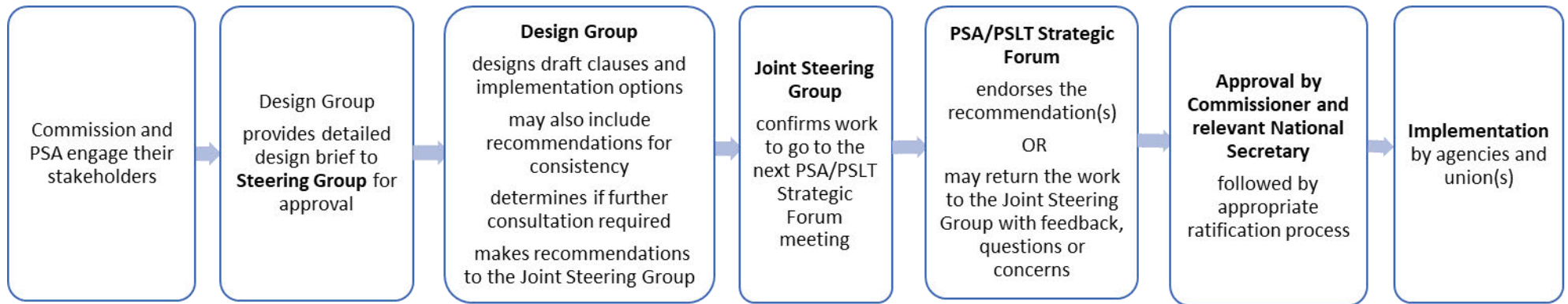
- 9. The PSA/PSLT Strategic Forum provides the sponsorship of this programme in line with its terms of reference.
- 10. The PSA/PSLT Strategic Forum will receive regular updates from the Joint Steering Group on the framework and progress with the work to achieve the desired outcomes.
- 11. The PSA/PSLT Strategic Forum will consider and endorse final recommendations to go to the Public Service Commissioner and National Secretaries.

The Public Service Commissioner and National Secretaries

- 12. The Public Service Commissioner and a PSA National Secretary will provide sign off to the recommendations received from the PSA/PSLT Strategic Forum prior to PSA ratification processes.

Process for developing common or consistent conditions

13. The process that shall be established for the work on common or consistent clauses is:



Resourcing

14. Core membership of the Design Group will be identified to ensure dedicated time to progress this work:
 - a. 2 members of staff of PSA; backfill by seconded delegates, funded by their agency
 - b. 2 PSA senior Delegates (paid by their agency)
 - c. 2 agency representatives;
 - d. 2 staff representatives from the Commission.
15. A representative each from the Commission and the PSA will jointly take the overall responsibility for facilitating the effective and efficient operation of the Design Group to ensure that the work programme is (jointly) developed, progressed and delivered.
16. Subject matter expertise will be co-opted in to support the development, usually through the design phase.
17. More than one component can be considered at the same time.
18. The Design Group will determine:
 - a. a schedule of meetings as required to meet the agreed purpose and objectives;
 - b. a source of secretariat support if deemed necessary;
19. The initial membership of the Design Group will apply for a period of up to 6 months, with the option of an extension for a further 6 months (Phase 2).

Information

20. The Design Group will have access to relevant information to support evidence-based decisions. This may include confidential information. Where there is a dispute over whether or not information should be confidential, the Joint Steering Group will make that determination.

Problem solving approach

21. Te Kawa Mataaho and the PSA recognise the importance of building a partnership-based relationship that has a shared vision and that supports bargaining to deliver that vision
22. We will establish a joint design group with agency and union representation
23. We will build our capability and experience in interest-based problem solving and developing modern, fit for purpose collective agreement provisions.
24. We will take an agile and interest-based approach to our work programme where we:
 - a. Look to reach agreement by problem solving, focusing on interests, building consensus
 - b. Work with parties to identify issues and seek creative and flexible solutions to reach consensus on how best to resolve them
 - c. Recognise some items will have a cost and will be subject to the prioritisation of funding for those costs
 - d. Actively support and recommend consensus decisions to the respective decision-making bodies

- e. Avoid positional and adversarial approaches, and role model successful interest-based problem solving.

Communications

25. The parties will endeavour to agree key messages at the end of meetings or design sessions, to issue joint communications where possible, and to operate on a 'no-surprises' basis.
26. Key messages to underpin this work will be developed jointly by the parties.
27. Notwithstanding the above, the PSA is free to communicate independently.

Finalisation of clauses and mechanism for implementation

28. Common or consistent terms and conditions must be agreed to by the Commissioner and a PSA National Secretary. Agreement will be followed by the appropriate ratification process by PSA members.

Programme Outline and indicative schedule

29. Note this schedule may need to be adjusted:
 - timing may be affected by the incoming Minister engagement/availability and the resourcing of specific elements in the programme
 - the parties may agree to additional activities or moving the phasing (eg promoting to earlier in the programme) during the course of the work.

Phases of work

PHASE 1 (first six months - to June 2021)			
COMMON CORE			
<u>1</u>	A common pre-amble for Public Service CAs (and IEAs) outlining purpose, values and principles/ngā kaupapa (directly supports the reforms) and a commitment to work with other agencies to develop and implement consistent terms and conditions	Public service reform, endorsed by CEs	Expect widespread support and could be easy to incorporate into collective agreements either in scheduled negotiations or by variation
<u>2</u>	Common statement in commitment to Māori-Crown relations including: <ul style="list-style-type: none"> Commitment to Māori and Te Tiriti o Waitangi Recognition of the unique and enduring mana of Te Reo Māori 	Public service reform	
<u>3</u>	Common (re)deployment provisions (supports COVID recovery, and interoperability)	PSLT/PSA strategic forum (management of change principles) Extension endorsed by CEs	This is an example of pushing further than the earlier PSLT/PSA commitment
<u>4</u>	Common leave provisions, including Family Violence (Supports D&I, PS Act)	PSLT/PSA strategic forum (family violence) Extension endorsed by CEs	
<u>5</u>	Common provisions supporting the management of change process (supports COVID recovery, and interoperability)	PSLT/PSA strategic forum Extension endorsed by CEs	This is an example of pushing further than the earlier PSLT/PSA commitment (previously management of change principles)
CONSISTENCY			
<u>6</u>	Union rights, representation and engagement clauses	PSLT/PSA strategic forum (union relationship agreement) Amendment endorsed by CEs	Consider union facilities provisions
<u>7</u>	Consistent Health and Safety partnership/representation clauses	PSLT/PSA strategic forum, Endorsed by CEs	Govt H&S Lead is currently engaging on the scope for developing guidance around worker participation agreements
<u>8</u>	Consistent clause(s) to recognise Gender Pay Principles	Endorsed by CEs	Currently a degree of commonality but variations influenced by each agency's preference
PHASE 2 (second six months to Dec 2021)			
COMMON CORE			
<u>9</u>	Common provision for application of a policy for portability of statutory leave balances as anticipated by the Act	PSLT/PSA strategic forum, now enabled by the PS	Develop wording that would be adopted by agencies

	(directly supports the PS Act)	Act	
<u>10</u>	Common service definition (what counts as service) - supports administration efficiency and directly supports the Act	PSLT/PSA strategic forum Amendment endorsed by CEs	Has complexity due to wide variety of permutations in agencies (what counts, for what purposes, administrative simplicity etc)
CONSISTENCY			
<u>11</u>	Consistent commitment in relation to supporting Flexible work		
PHASE 3 (beyond 12 months)			
<u>12</u>	Identify further areas for common conditions that supports the Purpose and agree a work programme to implement	Could build on successes of earlier phases	Potentially identify additional items during the programme (ie joint identification of something to be added/promoted up the list)

Note: references to “common” conditions means specified conditions of employment that are intended to apply to all agencies, and “consistent” conditions means conditions of employment which have a consistent intent and allow some flexibility of application at agency level, to reflect particular agency context.

The intent is that employees are not disadvantaged by the move to common terms and conditions.

Signatures

Erin Polaczuk
National Secretary, PSA

Dale Farrar
Deputy Commissioner, Te Kawa Mataaho

APPENDIX – agency PSA collectives

Crown Law Office	Staff collective
Department of Conservation	Staff collective
Department of Corrections	Community frontline. Frontline managers. Prisons-based
Department of Internal Affairs	Staff collective. Events-based collective
Education Review Office	Staff collective
GCSB	Staff collective
Inland Revenue	Staff collective
LINZ	Staff collective
Ministry of Culture & Heritage	Staff collective
Ministry of Primary Industries	Staff collective. Fisheries observers
Ministry for the Environment	Staff collective
Ministry for Women	Staff collective
MBIE	Staff collective
Ministry of Education	Staff collective
MFAT	Staff collective (Note – MUCA with FSA)
Ministry of Health	Staff collective
Ministry of Housing & Urban Development	Staff collective
Ministry of Justice	Staff collective. Team leaders collective
Te Puni Kōkiri	Staff collective
Ministry of Social Development	Service Delivery. National Office/MYD. Managers
Ministry of Transport	Staff collective
NZ Customs	Staff collective (Note – MUCA with COA and E Tu)
Oranga Tamariki	Staff collective. Managers
StatsNZ	Staff collective

Other collectives, not involving PSA are also in place in a number of Public Service agencies. Development of common and consistent conditions will require Design Group recommendations regarding implementation beyond the above PSA collective agreements.

Common Preamble

placeholder for kaupapa or whakatauki

We (the parties to this Agreement) are committed to:

- building a unified public service that will serve as an exemplar to the wider public sector and beyond.
- a Public Service that supports constitutional and democratic government, enables both the current Government and successive governments to develop and implement their policies, delivers high-quality and efficient public services, supports the Government to pursue the long-term public interest, facilitates active citizenship, and acts in accordance with the law.
- A Public Service that supports the Crown in its relationships with Māori under the Treaty of Waitangi (Te Tiriti ō Waitangi). This includes requiring public service chief executives to develop and maintain our capability to engage with Māori and understand Māori perspectives, and to recognise the aims and aspirations, employment requirements and the need for greater involvement of Māori in the public service.

We will support individuals' movement and progression within the public service, exemplary engagement between unions and workers and employers, and foster diverse and inclusive workplaces.

Public service chief executives are also responsible for upholding the five foundational principles of the Public Service acting in its constitutional role. Those principles are: politically neutral, free and frank advice, merit based appointments, open government and stewardship.

As public servants we will behave in accordance with the public service values to maintain the integrity of the Public Service and to deliver on its purpose. The five values are impartial, accountable, trustworthy, respectful, and responsive.

Explanatory Notes (not part of the common/consistent clause)

1. Context/Intent

The Design Group has considered the inclusion of a whakataukākī to reflect our commitment to support te Ao Maori. The PSA Rūnanga has been assisting and is currently reviewing the appropriateness of a particular suggestion.

2. Implementation considerations

Applies to Public service agencies (schedule 2: departments and departmental agencies).

Note – this is a common condition.

designgroup rec 28 Oct 21

Family violence - support

Kaupapa - Manaakitanga

Manaakitanga helps to express and demonstrate how we care about each others well-being that is supported by whānau, hapū and iwi to enhance a culturally safe practice for all workers in the workplace particularly Māori.

We (the parties to this agreement) recognise that family violence is a workplace issue. People who are affected by family violence need to be safe at work and supported to stay in work.

We will provide a safe and respectful environment where those affected by family violence feel able to disclose their situation, and take action to support them.

We will take each unique set of circumstances into account and the needs and best interests of the person affected by family violence, when making decisions and treat them with the utmost trust, care and respect.

Family violence can also impact the wider workplace and staff. The employer's responsibilities to their staff under the Health and Safety at Work Act 2015 apply. The Employment Relations Act 2000 and Holidays Act 2003 provide for domestic/family violence protections and leave.

The person affected by family violence:

- can request support from any appropriate manager, either directly or with/through a support person/advocate
- will be supported, and not required to provide proof of their situation
- can request support no matter when the family violence happened
- can take up to 10 days paid family violence leave in every 12 month period, or more if agreed
- can take annual leave, unpaid leave or family violence leave-in-advance when they have used all their paid family violence leave
- can access flexible working arrangements
- will not be treated adversely at work
- will have related information kept confidential and not kept on file without agreement
- will be part of the conversation on who needs to be "in the know" and their permission given for the sharing of their information (eg. security guards, receptionists etc).

Employees can also make a request for leave, paid or unpaid, to support family/whanau and close relationships who are dealing with family violence.

Guidance

Changes may need to be made to working arrangements. These may include:

- adjustments to the work environment (eg. location, work email and phone number);
- redirecting pay to a different bank account;

- removing the person's details from any public forum.

For a person who has caused family harm, support will be given to address their behaviour. This may include:

- referrals to specialist support services
- granting leave, when appropriate.

Explanatory Notes (not part of the common/consistent clause)

1. Context/Intent

The Design Group recognises the importance for government to address family/domestic violence. Legislation provides entitlements, but how those rights are administered needs to be managed sensitively.

The Design Group agrees that the clause needs to send a strong signal that employers should not routinely require evidence of Family Violence. There is a possibility of misuse, but for the unlikely event any concerns should be addressed by other means.

"Person affected by" is language from the Act – Design Group has intentionally not sought to limit or explain this definition.

2. Implementation considerations

Applies to Public service agencies (schedule 2: departments and departmental agencies).

Note – this is a common condition

Gender Pay Principles - Fair and equitable Pay and Employment

Mana Taurite – Equality and Equal status creates a diverse and strong workforce.

Our aim is to ensure working environments in the Public Service are free from inequities and that all employees are able to achieve their full potential regardless of their gender, ethnicity, disability or other forms of diversity, and that unjustified pay gaps are eliminated.

We will undertake specific planning and resourcing to achieve equitable outcomes for Māori.

We are committed to implementing the *Gender Pay Principles* and the *Gender Pay Gap Action Plan for the Public Service*. We will use the Gender Pay Principles to develop an Action Plan that includes actions, timeframes and targets. The Action Plan will be reviewed annually to monitor and improve systems and practices to eliminate bias and discrimination including: recruitment, remuneration; career progression; breaks and leave; and flexible working. Further information and guidance is available through the Public Service Commission – Te Kawa Mataaho.

We also commit to using the following principles to eliminate all forms of bias and discrimination.

The principles are:

Freedom from bias and discrimination – Employment and pay practices are free from the effects of conscious and unconscious bias and assumptions based on gender.

Transparency and accessibility – Employment and pay practices, pay rates and systems are transparent, information is readily accessible and understandable.

Relationship between paid and unpaid work – Employment and pay practices recognise and account for different patterns of labour force participation by workers who are undertaking unpaid and/or caring work.

Sustainability – Interventions and solutions are collectively developed and agreed, sustainable and enduring.

Participation and engagement – Employees, their unions and agencies work collaboratively to achieve mutually agreed outcomes.

Explanatory Notes (not part of the common/consistent clause)

1. Context/Intent

The Design Group initially recommended the clause broaden the application of the principles to ethnic, disability and other forms of diversity-driven inequities, to provide a future-focus, but returned to the narrower focus of gender pay following feedback.

The Design Group recognises that ethnicity intersects with (and compounds) gender pay inequity for women from particular ethnic groups and has taken into account the priority being given to closing gender pay gaps for women from particular ethnic groups by the Gender Pay Taskforce as it develops the next iteration of the Gender Pay Gap Action Plan for the Public Service.

The parties' aim is to eliminate unjustified pay gaps, and the commitment is to work together to achieve that aim. The draft clause also refers to agencies' gender pay gap action plans as these are the primary means for giving effect to the Gender Pay Principles.

The Principles are as already published.

2. Implementation considerations

Applies to Public service agencies (schedule 2: departments and departmental agencies).

Note that the Design Group has recommended that this is a Common clause (it was originally proposed as a consistent condition).

Union Recognition, Representation and Engagement

Whakamana – empowering us all to work effectively

Together, our goal is to make the workplace a good place for people to come to work and to deliver the organisations services effectively to New Zealand. By having this shared focus, we will work constructively to progress the common interests of our people and support a diverse and inclusive workplace.

Part One – common

Our principles are:

- We (the parties to this agreement) work together, to ensure the people who do the mahi are valued, supported, nurtured.
- We respect the Mana of people. Our people will have a clear voice in the things that affect them. They have the right information at the right time.
- We work together to support the agency to effectively deliver public services
- We acknowledge and respect the independence of each organisation, including recognition of each other's specific responsibilities and accountabilities.
- We listen to understand and to protect the Mana of all people. We listen beyond what we expect to hear and to create solutions together.
- We are Tika and Pono. We do what we say we will do. We act with integrity and are transparent in doing so.
- We will communicate regularly and clearly to ensure genuine engagement for tangible and timely solutions.
- At times disagreement and areas of dispute may be part of our working relationship. We will continue to engage with each other in good faith and our values and kaupapa will remind us of our connections to each other and help us move forward.

To achieve this, we will:

- work together, kanohi ki te kanohi where possible to support relationships and effective communication;
- Support and recognise Union members, representatives, and officials to participate in, and contribute to, agreed and/or joint activities;
- Advance the effectiveness of **(the agency)** and its ability to provide quality services and outcomes for both the New Zealand public and staff, and to manage within the resources available and meet statutory obligations;
- Contribute to organisational outcomes by engaging workers in an early and ongoing manner to improve how our work is organised and managed
- Commit to openness and good faith by sharing information and taking a “no surprises” approach, maintaining confidentiality and working together professionally;

- Resolve issues, wherever possible, at the lowest level to where they arise. Where differences occur, we will work together constructively and respectfully. We will discuss and try to resolve issues (including understanding each other's perspectives, and at times respectfully 'agreeing to disagree') before escalating if appropriate;
- Use a problem-solving approach, welcoming a diversity of views and interests, with the aim of a process and outcomes that are mutually acceptable and beneficial.

We recognise and appreciate:

- the [Union] as an integral part of the work environment, representing the individual and collective aspirations of its members and workers
- all union delegates, including Māori and Pasifika, and support their needs and aspirations
- the leadership role and contribution union delegates bring to our workplace
- diversity, in all its forms

Part Two - consistent

Delegates

All union delegates, including Māori and Pasifika representatives, play a strong leadership role in the agency, which is recognised and supported by (the Agency name). This includes allowing for reasonable paid time for delegates to fulfil their responsibilities. This may be time to meet with new and potential members, members, employer representatives and union officials for employment matters/ and or union business and attending other union and joint forums.

(The agency) and the union are committed to the on-going development of delegates. We recognise the varying roles and skills required and that delegates training adds value to both our organisations. We are committed to having well trained and resourced delegates and will release delegates to attend training including Employment Relations Educational Leave (EREL).

Union Access

Union officials¹ will have reasonable access to the workplace for purposes relating to members' employment and/or other union business, including recruitment, Health and Safety and meeting any employee at their request at reasonable times during work hours.

Paid union meetings

Union members are entitled to attend on pay, at least two union meetings, up to a total of four hours in each calendar year. We (the parties) may agree to more time for members for travel etc over and above the time required for the meeting.

Meetings during paid work time relating to employment issues or collective bargaining are separate to the above.

Use of equipment

¹ Union employed staff, distinct from "representatives"

(The agency) will provide access to the resources and workplace tools delegates need to carry out their role.

This may include

- computer with internet access
- telephone
- printing and copying
- meeting spaces
- noticeboards
- conferencing facilities
- company vehicle

Union deductions

(the agency) will deduct authorised union membership fees from pay, remit these deductions to the union in line with pay periods, and provide a report which covers the members' names and over what period the fees have been deducted.

(the agency) will advise the union whenever deductions cease due to a member leaving the organisation or starting a period of leave without pay, and to arrange for the recommencement of deductions when a member returns from a period of leave without pay.

Explanatory Notes (not part of the common/consistent clause)

1. Context/Intent

The Design Group has developed the draft to provide the common areas of inclusion in collectives, whilst allowing the parties to reflect their own relationship and maturity in agreeing their own particular content.

We propose that the first three sections (our principles, to achieve this, and we recognise) are common for all agencies. The remaining aspects would be “consistent” - tailored to reflect the relationships of agencies with their union(s).

This clause may need to be reviewed to ensure it is in line with the updated Government Workforce Policy Statement when implemented and also Te Takawaenga Whakamana (CTU Accord).

The draft clause is built off existing clauses in collective agreements, which in turn were shaped by the common provisions developed in 2008/09. The new draft clause strengthens the existing provisions by emphasising the importance and mutual benefit of an effective and productive employment relationship.

Parties’ express commitment to the relationship and recognition of the shared and differing interests of the parties and the value of working together plus how they conduct it in practice.

There is not intended to be an increase to legislative entitlements, but the wording chosen allows for additional time/leave by agreement. This wording reflects current PSA collective agreements, with some simplification, as existing agreements differ in level of detail the ability to adapt above this core is also applicable. The union access clauses, recognises the evolving workforce and the ability for unions to meet with members on shared sites, contractors, PCBU’s etc.

2. Implementation considerations

Applies to Public service agencies (schedule 2: departments and departmental agencies). This may follow the Preamble, but for agencies to determine.

Employees is generally used but agencies will consider where engagement is broader – to include workers

1. Annual leave

Manaakitanga (Health and Wellbeing) – Manaakitanga is an important principle for agencies which protects employees against workplace bullying, workplace violence and heavy workload environments. This can be demonstrated through having support mechanisms of whanau, hapu and iwi, to promote a healthy, safe (mental/physical) and well-being culture for all employees in the workplace.

“Manaakitanga – through the provision of annual leave the employer recognises the importance of hauora (health) by allowing time for employees to reconnect, revitalise and/or rejuvenate themselves as part of a healthy work, life balance.”

You are entitled to 5 weeks' paid annual holidays each year, inclusive of any ministry/departmental days.

You should plan to take your annual leave over the course of a year. We will work to support your leave request taking into account the operational needs of the organisation.

2. Sick leave

Manaakitanga (Health and Wellbeing) – Manaakitanga is an important principle for agencies which protects employees against workplace bullying, workplace violence and heavy workload environments. This can be demonstrated through having support mechanisms of whanau, hapu and iwi, to promote a healthy, safe (mental/physical) and well-being culture for all employees in the workplace.

“Manaakitanga - helps to express and demonstrate how we care about each others well-being that is supported by agency, whānau, hapu and iwi to enhance a culturally safe practice/environment for all workers in the workplace.”

By looking after ourselves we look after each other. We should always rest and recover (not work) when they are sick. We trust employees to do the right thing to look after themselves and care for others.

Sick leave is available for personal use and to support dependents (whanau/family/close relationship) when they require care due to sickness or injury.

You have the ability to work flexibly by agreement, for instance by working from home to reduce risk to colleagues, or temporarily change hours of work as required to support yourself and/or the wellbeing of your whānau.

You will have a minimum of 20 days paid sick leave per annum, beginning at the start of employment, accumulating to a maximum of 260 working days.

If requested, by (employer name), you will provide proof of sickness or injury after seven consecutive calendar days' sickness. (Employer name) may require proof of sickness or injury within 7 days where it has reasonable grounds to suspect the sick leave is not genuine and agrees to meet the employee's reasonable expenses in obtaining proof. >.

We want to support and encourage you to access health, screening and wellbeing services. Where possible, you should schedule medical appointments outside work time. We will work together to help you attend appointments, which could include:

- flexible working hours;
- if the above is not possible, and the appointment takes less than two hours absence from work, no change will be made to the employee's sick leave balance; however
- if more than two hours absence is required other types of leave should be considered.

In the case of work-related accidents, the first week's absence is paid as normal. After one week, each day's absence will be paid at the higher of relevant daily pay or the accident compensation rate applies. Leave taken due to a work-related accident does not affect the employee's sick leave balance.

In the case of non work-related accidents, any payment made by <agency> is deducted from the employee's sick leave balance.

Following an accident which affects your ability to work, whether work or non-work related, the (employer name) and employee will meet to discuss options for a return to work, rehabilitation, additional leave (with or without pay), or other relevant options. Employees will be invited to bring an employee representative and an ACC, or equivalent agency case manager, if relevant.

If you are off work due to a significant illness, (the employer) and employee will also meet to discuss options for returning to work, any support or additional training needed upon the employee's return, additional leave (with or without pay), flexible hours or other relevant options.

In cases where you or your dependants' experience major or long-term health issues, or palliative care is required, additional support including paid leave, may be agreed.

Where an employee or dependant is sick or injured while on another form of leave, except for public holidays, that period of leave will be recorded as sick or accident leave (whichever is appropriate).

3. Long service leave

Wairuatanga (Cultural behaviour) – Is the practice of cultural awareness, recognition of Tikanga (customary practices/behaviour) and Kawa (practices) where employees and employers are able to demonstrate strong cultural values in the workplace.

“Wairuatanga – An acknowledgement of tenure which displays a spirit (wairua) of service that is commensurate with the values of the Aotearoa, New Zealand, Public Service.”

Long Service Leave is to recognise, and value the knowledge and experience you have contributed to the public service during your employment. This recognition is demonstrated by providing you additional paid time off. This will give you the opportunity to have time to rest, recuperate and recharge in whatever way suits you.

Long Service Leave can be used in the way that best suits your needs. It can be taken in either week blocks or part weeks (including single days). We recognise everyone has their own circumstances.

If you have previously taken Long Service Leave in any Public Service organisation, your entitlement to Long Service Leave is reduced by the amount of Long Service Leave taken.

All employees will receive 1 week's paid leave at 5 years continuous service and 1 weeks leave at each period of 5 years service thereafter.

It is a joint responsibility to plan and agree the use of your Long Service Leave and we will use our best endeavours to support you taking this time away from your work. Each entitlement of long service leave must be taken before the next entitlement is due.

Long service leave is paid at the higher of ordinary weekly pay or average weekly earnings.

If you work part time you will get the same duration of leave as above and it will be paid at your standard weekly rate.

If you are made redundant or medically retire and you have not used your current Long Service Leave entitlement, this leave will be paid out in your final pay.

If you haven't been able to use your Long Service Leave, and you are moving from one Public Service organisation to another, this will be paid out before you leave.

If you have not been made redundant, medically retired or shifted to another Public Service organisation untaken Long Service Leave will be forfeited.

4. Bereavement/Tangihanga Leave

Wairuatanga (Cultural behaviour) – Wairuatanga is the practice of cultural awareness, recognition of Tikanga (customary practices/behaviour) and Kawa (practices) where employees and employers are able to demonstrate strong cultural values in the workplace.

Whanaungatanga (Personalise whanau) – Whanaungatanga embraces whakapapa with focus on building strong workplace relationships that support individuals, connections to iwi, hapu, whanau and relatives.

“Wairuatanga – this is to recognize and acknowledge the roles and responsibilities of both a cultural and non-cultural practice that individuals experience during bereavement.”

“Whanaungatanga – Agencies will acknowledge the importance of whanaungatanga principles that derive from Wairuatanga and Manaakitanga in correlation to bereavement.”

We recognise that grief affects people differently and cultural responsibilities vary between different communities. It is a stressful time so manaakitanga and care for wellbeing is a primary concern before, during and after the tangihanga/bereavement. We acknowledge that responses to bereavement are an individual experience and we will treat you with respect, dignity and empathy.

For our diverse communities in Aotearoa there will be different cultural expectations and customs to be aware of at this time. We acknowledge that you may need time to deal with responsibilities and obligations and to pay respect to the tupāpaku/deceased. This may include time for arranging the ceremony or particular cultural requirements – for example your position in the whanau (family) or where you must take significant responsibility for any or all the arrangements to do with the ceremonies resulting from the death.

This leave includes your attendance at all or part of a tangihanga, hura kōhatu, funeral or equivalent event.

If additional time is required due to your circumstances, for example the need for a longer period away from work to settle an estate your manager may consider flexible working, remote working, extending bereavement leave or using other types of leave including special leave.

Modern whanau may contain many relationships other than blood and marital ties. It is recognised that close associations can be formed between all sorts of people including friends, ex-partners, whāngai, business or work associates, mentors, or someone the person has mentored as examples.

The loss of a pregnancy, termination, miscarriage or still birth is also recognised for bereavement leave.

The following are minimum entitlements, however, each employee's needs and circumstances will be considered in a sensitive way, taking into account, travel commitments and responsibilities and the (employer name) acknowledges the leave will often need to be more generous than these minimum entitlements:

- three days' paid leave on the death of family member
- one day's paid leave on the death of any other person to which you have a close relationship
- one day's paid leave to attend an unveiling.

Attendance or participation may occur virtually as well as in person.

When considering paid time off, the decision by the employer needs to be made as quickly as possible and shall take into account reasonable travel needs in NZ and overseas.

Where an employee suffers a bereavement while on another form of leave, except for public holidays, that period of leave will be recorded as tangihanga/bereavement leave.

Palliative care may form a part of the grieving process and whānau whānui may gather to be with their relative when they pass. We will discuss the appropriate leave options with you, which may include special leave.

.....

5. Parental Leave

Whanaungatanga – Embraces whakapapa with a focus on building strong workplace relationships that support individuals, connections to iwi, hapū, whānau and relatives

“Whanaungatanga – Encourages and acknowledges the support from Agencies to employees and their individual connections to iwi (tribal links), hapu (community), whanau (family) and/or whanaunga (wider family).”

The purpose of parental leave is to support:

- a. Family and whānau well-being - primary carers, surrogates and whānau can bond with their new baby/child
- b. Improved health outcomes for mothers/birthing parents and baby/child – mothers/birthing parents can recover from birth and return to work without negative consequences to their health and that of the baby/child
- c. The equitable sharing of unpaid work in families and whānau – fathers/spouses/partners share leave, parenting and caring responsibilities
- d. The retention of parents and primary carers in the workforce - who can return to paid work without disadvantage to their position or pay
- e. Income stability for families and whānau – the parental leave payment provides a period of financial security during leave.

Parental leave and parental leave payments will be provided to eligible employees in accordance with the Parental Leave and Employment Protection Act 1987.

Further information about statutory parental leave and parental leave payments and eligibility can be found on the employment.govt.nz/leave-and-holidays/parental-leave website.

Additional entitlements

Employer Parental Leave Payment

If you take parental leave, you will be entitled to an amount equivalent to six weeks' pay, at the employee's ordinary pay rate,. You can receive this payment at any time while you are on parental leave. We will work with you to agree over what time-period the payment is to be distributed.

Once agreement has been reached on how the payment will be applied it cannot be changed without agreement from both parties. However, it is recognised that parental commitments can produce significant costs and financial pressures and (the employer name) should not unreasonably withhold agreement to a request for changes made by the employee.

The payment will be pro-rated if the primary carer or spouse/partner takes less than six weeks leave.

Any payments made during parental leave will not be recovered if you do not return to work following parental leave.

Some examples of how this payment may be applied can include:

- receiving the additional payment before the parental leave period starts
- returning to work on a part-time basis and having your r pay topped-up for a defined period up to the equivalent six weeks' pay

- returning to work and being paid the equivalent six weeks' pay for a defined period regardless of whether you are working part-time or full-time
- Being on statutory unpaid parental leave and being paid the equivalent six weeks' pay for a defined period
- topping up the statutory payments to the equivalent of the six weeks' pay for an agreed period
- an employee is paid a lump sum at a time agreed between the employer and employee.

Spouses/partners

If you take parental leave, the additional payment above is available to the spouse/partner of the primary carer, including when the primary carer works in the Public Service and also receives the payment.

Spouses/partners are also entitled to reasonable leave to attend medical appointments

Spouses/ partners/ surrogates are also entitled to reasonable paid leave to attend scans, antenatal and doctors' or midwife appointments during work hours. Value of annual leave after parental leave

Annual holidays taken on return to work from parental leave will be paid at a rate based on the greater of the employee's ordinary weekly pay at the beginning of the annual holiday, or their average weekly earnings for the 12 months immediately before the end of the last pay period before taking parental leave.

Progression/pay review on parental leave

All employees with at least three months service should be included in the annual pay review or progression process. This includes employees on parental leave. If the date the annual progression or pay review takes effect occurs whilst the employee is on parental leave, the progression or pay review will be applied from the date of the employee's return to work.

Return to work

The employer and employee will work together to plan and support the employee's return to work, including any flexible working arrangements that may be needed. (Employer name) will give due consideration to any changed circumstances of the new parent, and the needs of the team, and will not unreasonably withhold any suggested flexible working arrangements.

6. Recognition of Service

Previous public service will be recognised for the purpose of calculating your entitlement to long service leave.

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

Employment with the following organisations counts:

- Public Service departments, departmental agencies and interdepartmental executive boards
- Crown agents (incl DHBs)
- Autonomous Crown Entities (ACE's)
- Independent Crown Entities (ICE's)

Excl Non-Public Service departments (executive branch and legislative branch) – question Office of the Clerk and Parliamentary Service

In addition, <agency> may recognise service in other agencies in the broader public service to count towards service-based leave entitlements for this agency only.

If an employee is absent from the Public Service for less than 15 months this will interrupt but not break their service. Service is considered to be “paused” for the period the employee is away. If an employee is away longer than 15 months this will break their service. If an employee is absent from the public service for childcare reasons for 4 years or less this will only interrupt (pause) their service. If an employee has received redundancy compensation from your last employment your continuous service is broken.

(Employer name) may require evidence of your prior service.

Draft as at 29.8.22 HoHR feedback changes are now in this document and work from meetings of 8, 15 and 29 August.

1. Annual leave

“Manaakitanga – through the provision of annual leave the employer recognises the importance of hauora (health and wellbeing) for employees to reconnect, revitalise and/or rejuvenate themselves as part of a healthy work, life balance.”

Employees are entitled to 5 weeks’ paid annual holidays each year, inclusive of any ministry/departmental days.

Employees should plan to take their annual leave over the course of a year. [Employer name] will work to support employee leave requests taking into account the operational needs of the organisation.

2. Sick and domestic leave

“Manaakitanga - helps to express and demonstrate how we care about each others’ hauora (health and wellbeing) that is supported by (employer name), whānau, hapu and iwi to enhance a culturally safe practice/environment for all workers in the workplace.”

By looking after ourselves we look after each other. Employees should always rest and recover (not work) when they are sick.

Sick leave is available for personal use and to support dependents (whanau/family/close relationship) when they require care due to sickness or injury.

Employees may also have the ability to work flexibly by agreement, for instance by working from home to reduce risk to colleagues, or temporarily change hours of work as required to support themselves and/or the wellbeing of their whānau.

Employees will have a minimum of 20 days paid sick leave per annum, beginning at the start of employment, accumulating to a maximum of 260 working days.

Where an employee or dependant is sick or injured while on another form of leave, except for public holidays, that period of leave will be recorded as sick/dependent or accident leave (whichever is appropriate).

If requested, by (employer name), employees will provide proof of sickness or injury after seven consecutive calendar days’ of absence.

[Employer name] may require proof of sickness or injury within seven days where it has reasonable grounds to suspect the sick leave is not genuine and agrees to meet the employee’s reasonable expenses in obtaining proof.

[Employer name] wants to support and encourage employees to access health, screening and wellbeing services. Where possible, employees should schedule medical appointments outside work time. If more than two hours absence is required a deduction from sick leave or other time off should be considered.

Draft as at 29.8.22 HoHR feedback changes are now in this document and work from meetings of 8, 15 and 29 August.

Accident leave

In the case of work-related accidents, the first week's absence is paid as normal. After one week, each day's absence will be paid at the higher of relevant daily pay or the accident compensation rate applies. Leave taken due to a work-related accident does not affect the employee's sick leave balance

In the case of non work-related accidents any payment made by (employer name) is deducted from the employee's sick leave balance, unless otherwise requested by the employee for other leave such as annual leave, special or unpaid leave may be used.

Following an accident which affects an employee's ability to work, whether work or non- work related, the (employer name) and the employee will meet to discuss options for a return to work, rehabilitation, additional leave (with or without pay), or other relevant options.

For more complex and longer-term rehabilitation cases the [Employer name] and the ACC case manager (or equivalent agency) will meet with the employee, who will be invited to bring an employee representative, and work together to manage their care and recovery.

Significant illness

If an employee is off work due to a significant illness, (the employer) and the employee will also meet to discuss options for returning to work, any support or additional training needed upon the employee's return, additional leave (with or without pay), flexible hours or other relevant options.

In cases where an employee or dependant experiences major or long-term health issues, or palliative care is required, additional support including paid leave or other options like flexible working, may be agreed.

3. Long service leave

"Wairuatanga – An acknowledgement of tenure which displays a spirit (wairua) of service that is commensurate with the values of the, Public Service in Aotearoa, New Zealand"

Long Service Leave is to recognise and value the knowledge and experience employees have contributed to the Public Service during their employment. This recognition is demonstrated by providing employees additional paid time off.

Long Service Leave can be used in the way that best suits employee needs. It can be taken in either week blocks or part weeks (including single days). [Employer name] recognises that everyone has their own circumstances.

If an employee has previously taken Long Service Leave in any Public Service organisation, their entitlement to Long Service Leave is reduced by the amount of Long Service Leave taken.

All employees will be entitled to one week's paid leave at five years continuous service and one week's leave at each period of five years' service thereafter.

Draft as at 29.8.22 HoHR feedback changes are now in this document and work from meetings of 8, 15 and 29 August.

Long Service Leave is paid at the higher of ordinary weekly pay or average weekly earnings.

It is a joint responsibility to plan and agree the use of employees' Long Service Leave and [employer name] will use best endeavours to support employees taking this time away from work. Each entitlement of Long Service Leave must be taken before the next entitlement is due.

If an employee is made redundant or medically retires and they have not used their current Long Service Leave entitlement, this leave will be paid out in the employee's final pay.

If an employee hasn't been able to use their Long Service Leave entitlement, and they are moving from one Public Service organisation to another, this will be paid out when they leave unless both employers agree to the employee carrying the Long Service Leave balance to the new employer.

If an employee has not been made redundant, medically retired or transferred to another Public Service organisation untaken Long Service Leave will be forfeited.

4. Bereavement /Tangihanga Leave

"Wairuatanga also recognises and acknowledge the roles and responsibilities of both a cultural and non-cultural practice that individuals experience during bereavement. This is the practice of cultural awareness, recognition of Tikanga (customary practices/behaviour) and Kawa (practices) where employees and employers are able to demonstrate strong cultural values in the workplace."

This leave includes employee attendance at all or part of a tangihanga, hura kōhatu, funeral or equivalent event.

[Employer name] recognises that grief affects people differently and cultural responsibilities vary between different communities. Manaakitanga and care for the wellbeing of employees is a primary concern before, during and after the tangihanga/bereavement. [Employer name] acknowledges that bereavement can be stressful and will treat employees with respect, dignity and empathy.

Diverse communities exist in Aotearoa New Zealand with different cultural, customary and religious obligations, associated with bereavement. [Employer name] acknowledges that employees may need time to deal with their obligations and to pay respect to the tupāpaku/deceased.

An employees' hierarchy or position in their family may place significant responsibility on them to perform, or arrange ceremonial, or customary processes, or coordinate support to the whanau pani/ close family of the bereaved.

If additional time is required due to the employee's circumstances, for example the need for a longer period away from work to settle an estate the employee's manager may consider extending bereavement leave or using other types of leave including special leave or working flexibly or remotely as an alternative.

Draft as at 29.8.22 HoHR feedback changes are now in this document and work from meetings of 8, 15 and 29 August.

Modern whanau may contain many relationships other than blood and marital ties. It is recognised that close associations can be formed between all sorts of people including the following examples: friends, ex-partners, whāngai, business or work associates, mentors, or someone the person has mentored.

The loss of a pregnancy, termination, miscarriage or still birth is also recognised for bereavement leave.

The following are minimum entitlements; however, each employee's needs and circumstances will be considered in a sensitive way, taking into account, travel commitments and responsibilities and the (employer name) acknowledges the leave may need to be more generous than these minimum entitlements:

- 3 days' paid leave on the death of family member
- 1 day's paid leave on the death of any other person to which you have a close relationship
- 1 day's paid leave to attend an unveiling or equivalent.

These provisions apply to virtual attendance or participation as well as in person.

When considering paid time off, the decision by the employer needs to be made as quickly as possible and shall take into account reasonable travel needs in Aotearoa New Zealand and overseas.

Where an employee suffers a bereavement while on another form of leave, except for public holidays, that period of leave will be recorded as tangihanga/bereavement leave.

Palliative care may form a part of the grieving process and whānau whānui may gather to be with their relative when they pass. [Employer name] will discuss the appropriate leave options with employees, which may include special leave.

.....

5. Parental Leave

Whanaungatanga is a concept of collectivism which refers to the extent of the closeness, depth and importance of relationships, both professionally and personally, with the past, current and future generations. Whanaungatanga encourages and acknowledges the support from agencies to employees prior to, during and/or post parental leave.

The purpose of parental leave is to support:

- family and whānau well-being - primary carers, surrogates and whānau can bond with their new baby/child
- improved health outcomes for mothers/birthing parents and baby/child – mothers/birthing parents can recover from birth and return to work without negative consequences to their health and that of the baby/child
- the equitable sharing of unpaid work in families and whānau – fathers/spouses/partners share leave, parenting and caring responsibilities

Draft as at 29.8.22 HoHR feedback changes are now in this document and work from meetings of 8, 15 and 29 August.

- the retention of parents and primary carers in the workforce - who can return to paid work without disadvantage to their position or pay
- income stability for families and whānau – the parental leave payment provides a period of financial security during leave.

Parental leave and parental leave payments will be provided to eligible employees in accordance with the Parental Leave and Employment Protection Act 1987.

Further information about statutory parental leave and parental leave payments and eligibility can be found on the employment.govt.nz/leave-and-holidays/parental-leave website.

Additional entitlements

Employer Parental Leave Payment

If an employee takes parental leave, they will be entitled to an amount equivalent to six weeks' pay, at the pay rate specified in the Holidays Act 2003. Employees may choose if this payment is made prior to or when they return from parental leave. Any payments made prior to parental leave may be recovered if the employee does not return to work following parental leave.

Once agreement has been reached on how the payment will be applied it cannot be changed without agreement from both parties. However, it is recognised that parental commitments can produce significant costs and financial pressures and (the employer name) should not unreasonably withhold agreement to a request for changes made by the employee.

The payment will be pro-rated if the primary carer or spouse/partner takes less than six weeks leave.

The payment of the equivalent of six weeks' pay may be paid by agreement as a lump sum at any time including before the parental leave period starts. Alternatively, the employee may be paid by agreement the equivalent of six weeks' pay for an defined period while on parental leave or on return to work, whether working part time or full time.

Original dot points below – to be deleted if happy with para above.

- Receiving the additional payment before the parental leave period starts
- Returning to work on a part-time basis and having your pay topped up for a defined period up to the equivalent six weeks pay
- Returning to work and being paid the equivalent six weeks pay for a defined period regardless of whether you are working part time or full time
- Being on statutory unpaid parental leave and being paid the equivalent six weeks pay for a defined period
- Topping up the statutory payments to the equivalent of the six weeks pay for an agreed period

Draft as at 29.8.22 HoHR feedback changes are now in this document and work from meetings of 8, 15 and 29 August.

- An employee is paid a lump sum at a time agreed between the employer and employee

Spouses/partners

If an employee takes parental leave, the additional payment above is available to the spouse/partner of the primary carer, including when the primary carer works in the Public Service and also receives the payment.

Spouses/ partners/ surrogates are entitled to reasonable paid leave to attend scans, antenatal and medical appointments during work hours.

Value of annual leave after parental leave

Annual leave taken on return to work from parental leave will be paid at the pay rate specified in the Holidays Act 2003.

Progression/pay review on parental leave

Progression/pay review processes will include employees on parental leave. If these processes occur while the employee is on parental leave, the progression/pay review will be applied from the date of the employee's return to work.

Return to work

The employer and employee will work together to plan and support the employee's return to work, including any flexible working arrangements that may be needed. (Employer name) will give due consideration to any changed circumstances of the new parent, and the needs of the team, and will not unreasonably decline flexible working arrangements.

Requirement to hold employee's role/position for them

An employee on parental leave must return to the same or a similar position to the one occupied before going on parental leave. [Employer name] must, as a first preference, hold the position of an employee going on parental leave open, or fill it temporarily if the work must be done.

In the event that an employee's position becomes affected by change during a period of parental leave, the employee will be notified and consulted in terms of the Managing Change provisions contained in this Agreement.

If an employee on parental leave is made redundant through the Managing Change provisions of this Agreement, then for the purposes of calculating redundancy compensation the salary will be that which applied on the commencement of the taking of parental leave.

Draft as at 29.8.22 HoHR feedback changes are now in this document and work from meetings of 8, 15 and 29 August.

6. Recognition of Service

Previous public service will be recognised for the purpose of calculating employees' entitlement to long service leave.

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

Employment with the following organisations counts towards recognition of service:

- Public Service Departments
- Departmental Agencies
- Interdepartmental Executive Boards
- Crown Agents
- Autonomous Crown Entities (ACEs)
- Independent Crown Entities (ICEs)
- Māori Health Authority.

For the purposes of this clause the following entities are excluded:

- Non-Public Service Departments (executive branch and legislative branch)
- Office of the Clerk
- Parliamentary Service.

In addition, the (employer name) may recognise service in other agencies in the broader public service to count towards service-based leave entitlements for this agency only.

Following implementation of 2022 Common leave clauses any recognition of service by (employer name) that was not previously covered by their recognition of service clause is limited to a maximum of five years' service for long service leave purposes only.

If an employee is absent from the Public Service for:

- less than 15 months - this will interrupt but not break their service and service is considered to be "paused" for the period the employee is away
- longer than 15 months - this will break their service
- 4 years or less due to childcare reasons - this will interrupt (pause) their service.

If an employee has received redundancy compensation from their last employment their continuous service is broken.

(Employer name) may require evidence of employees' prior service.

CONFIDENTIAL

**Common leave - Working documents,
Draft as at 29.8.22 HoHR feedback changes are now in this document and work from
meetings of 8, 15 and 29 August.**

DRAFT

Draft as at 29.8.22 HoHR feedback changes are now in this document and work from meetings of 8, 15 and 29 August.

Annual Leave Explanatory Notes (not part of the common/consistent clause)

Cheryl has feedback as well from PSA legal on the explanatory notes for these clauses. Not included here but will need to consider when we add this back into the document.

1. Context/Intent

Portability of annual leave supports the goal for a unified Public Service.

Expect to include portability of annual leave in time – requires an Order to enact the provision in the Public Service Act.

Emphasis on taking an annual equivalent during the course of a year (ie don't wait until it becomes an "entitlement"). Not a hard and fast rule, but leave planning should be a normal approach across Public Service employers, recognising there may be good reasons to build up some leave and different agencies will have different challenges in terms of leave liabilities.

Part timers are also entitled to the same number of weeks' leave - should not be disadvantaged (or advantaged) by the application.

2. Implementation considerations

Each agency should establish policies that address the following:

- agency-specific policy regarding accumulation of leave and/or management of leave balances
- treatment of closedown if departmental days are incorporated into annual leave balance
- employees may take annual leave in advance of entitlement
- ability to cash up leave and approach to purchasing additional leave
- agencies to have policy for operation of their annual leave
- common approach to providing certificate of service
- agencies can keep departmental days separate to annual leave within the 5 weeks leave total
- agencies may need to add max accrual, pro-rata for part time, anticipation, salary trade for additional leave entitlement, rostering etc.

Draft as at 29.8.22 HoHR feedback changes are now in this document and work from meetings of 8, 15 and 29 August.

Sick/domestic leave

Text below has been added recently

- Reference that flexible working when employees are sick is not meant to mean employees working when they are ill, it covers situations where they may need to work from home as they are not able to go into work, eg when they have a cough or sniffle.
- Reminder to employers of impact on medical community to request medical certificates less often, eg with Covid, employer can request the MoH text confirming the employee's Covid positive test status.
- If time taken for medical appointment is longer than 2 hours the employee needs to account for their time and there is a range of other types of leave/options, eg flexi.
- Note – meetings could be in any format eg virtual/ phone/ culturally sensitive – eg not in the workplace.
- Agencies need to describe what options they have in event employee has no SL balance, eg to anticipate sick leave.

Sick Leave Explanatory Notes (not part of the common/consistent clause) **(Nov 2021)**

1. Context/Intent

- Fixed annual entitlement with accumulation to support significant absence during career. Support for portability of balance (requires confirmation upon leaving employer – certificate of service).
- Discussion of Mason Durie model – influenced definitions of illness, holistic hauora, inclusive of whanau, hapu, iwi etc [Te whare tapa whā and wellbeing | Health Navigator NZ](#)
- Agencies continue to have flexibility regarding discretionary leave.
- Sick leave covers illness or injury.
- Medical appointments – hierarchy of intent (data on current clauses).
- Pandemic has resulted in central guidance regarding treatment for isolating etc. This does not need to be included in common conditions
- The shift from the current 3 working days to 5 working days (7 calendar days) for employers to request a medical certificate reflects current practice. Consecutive calendar days gives more consistency for application across a range of employees' work patterns etc.

2. Implementation considerations

- Public health directives – notifiable illnesses. Consider clause regarding emergency /special leave to cover pandemic, natural disaster, public health directives and directive guidance from the Commission.
- Agencies' flexible working approach may provide options where the individual is not sick but is encouraged not to attend work, (not sick but cannot/should not attend)
- Medical retirement is excluded from this common clause.
- Employers can top up ACC (or other provider) payments including using sick leave entitlements – policy issue for agencies.
- Misuse of sick leave (and how to manage cases) is excluded from this common clause.

CONFIDENTIAL

**Common leave - Working documents,
Draft as at 29.8.22 HoHR feedback changes are now in this document and work from
meetings of 8, 15 and 29 August.**

DRAFT

Draft as at 29.8.22 HoHR feedback changes are now in this document and work from meetings of 8, 15 and 29 August.

LSL Explanatory Notes (not part of the common/consistent clause) (Nov 2021)

1. Context/Intent

Portability – the period of service towards the next entitlement is carried to the new Public Service employer (as defined by “recognition of service” clause). A LSL entitlement must be:

- taken before leaving or, if not possible (due to operational needs),
- can be carried to the new employer (max of 5 days) but only with the agreement of the receiving agency, otherwise
- a payment can be made if remaining in the public service.

Whilst some employers might consider LSL should be taken in a block of days if purpose is for employee “recharging and resting” this needs to be balanced with the employee’s right to take part weeks’ of LSL to suit their individual circumstances balanced against operational needs.

2. Implementation considerations

- Part weeks can include days, but the agency needs to determine how a part week is determined
- Note for organisations to consider how this applies to people who move seasonally between Full-Time and Part-Time (averaging) and flexible working arrangements, especially compressed weeks. Recommend that hours apply as at the week that an employee is working at the time the LSL is taken. Agencies should not pro-rata the week or the number of hours based on what someone may have worked in a previous role. In most cases that information will not be available anyway.
- Agencies could consider the option of allowing employees who have significant leave balances the ability to cash up their Long service leave. This is at the discretion of the agency, if requested by the employee.

Note: Existing grand parenting to continue in organisation’s clause as normal. If your organisation’s clause is better than draft clause, ensure that all is included as a minimum.

Could other conditions apart from what’s in the clause be that:

- the termination must have either occurred after 13 May 2003 without a break in service of more than 15 months (unless for childcare reasons when it can be up to 4 years), or
- occurred prior to 13 May without a break in service of more than 3 months
- Periods of LWOP of more than 30 days break service and are excluded from the calculations.

The new employee is required to provide evidence of the prior service, exit payments, reason for exit, LWOP taken and whether they have taken any long service leave so that they are not double dipping – in most cases a standard certificate of service from payroll/HR is sufficient, some agencies may have their own template for this.

Draft as at 29.8.22 HoHR feedback changes are now in this document and work from meetings of 8, 15 and 29 August.

Information required for recognition of LSL includes:

- Type of service (fixed term / perm / casual. just time in the system.
- Periods of LWOP (other than parental)
- The reason for exiting (child care purposes can be tricky for an employer to validate as it is not necessarily recorded)
- If LSL has been granted by the prior organisation and if so when was it last recognised. This is so that service isn't credited that has already been recognised. E.g. someone with 7 years prior service should only have 2 years' service recognised if there is a max of 5 year recognition rule.
- Statement of service must come from the payroll / HR team.

Having to transition from one approach to another approach part way through a 5 year period could be messy for payroll to calculate and implement.

Implementation challenges for Design Group to think of:

- Would agencies "correct" LSL service dates to only go back 5 years when this is introduced for existing employees? This would change the data LSL falls due for many people
- Where agencies have used previous service dates for Annual and Sick provisions – should they be reverted to the current agency hire date? This could lead to two entitlements in one year.

Draft as at 29.8.22 HoHR feedback changes are now in this document and work from meetings of 8, 15 and 29 August.

Bereavement/Tangihanga Leave Explanatory Notes (not part of the common/consistent clause) (Nov 2021)

1. Context/Intent

Holidays Act review recommendations include bereavement/tangi leave being available from day one of employment and available to cover more family members “to recognise that employees could be equally bereaved by the loss of extended family, and to support cultural practises and varied family arrangements.”

2. Implementation considerations

Education notes to go with implementation

Tikanga considerations

(Describe what it is for and what it does)

Tangihanga is a cultural process in which a person who has passed is acknowledged for their contribution to their whānau, hapu, iwi and hāpori. It is where kinship ties are reaffirmed through the sharing of grief with, and support of, the whānau pani, and to reconnect through whakapapa and shared experiences kānohi ki te kānohi.

(Responsibilities and why)

An employee's need to grieve is essential in maintaining their hauora.

Consideration is also required in regards to the responsibilities of the requester such as; do they have a religious or cultural role, are they representing a whānau, hapu, iwi or hāpori, are they supporting the whānau pani by providing manaaki to guests, or are in charge of managing other key roles i.e., dealing with doctors, undertakers, finances etc.

Kaumatua and Kuia play a fundamental role in representing whānau at tangihanga. If the kaumatua or kuia requires care, or transport then a child or mokopuna may be asked, or volunteer their services. This is considered to be a key role.

(Timeframe considerations)

The most important time to attend a tangihanga is prior to the day of the burial as that is the period where people are formally greeted and identified, a time to grieve with the family and impart their experiences with the deceased. This period leads to the final night and the

Draft as at 29.8.22 HoHR feedback changes are now in this document and work from meetings of 8, 15 and 29 August.

poroporoaki when people gather to reflect, cry, sing and share their final memories and address the person directly before the casket is finally closed at dawn.

Whanau pani would normally be with their relative leading up to, at the time of death and throughout the tangihanga proceedings.

The practice of “Kawe Mate” is also considered to be part of the grieving process, however this ceremony happens after the tangihanga. In a current context, one way this may be observed is by taking a picture of the deceased back to their marae to be placed on the wall among photos of other whanau members who have passed, as a visual representation of whakapapa. This ceremony is normally observed if the person’s tangihanga is not at their marae, or if they are closely affiliated with two, or more marae.

Note: this is a general explanation given to add a basic context to the term kawē mate. It is not given as an explanation of the cultural ceremonial process as this may differ between marae and regions.

Pacific People

Through the bereavement process there are certain cultural requirements of Pacific people depending on such things as title, position in their aiga etc. There is also the concept that aiga is not traditionally in the nuclear sense, that it can and usually means the extension of family.

Pacific aiga also tend to care for their elderly more than non-Pacific. This includes hospital care etc. Our Pacific members were requesting specific cultural leave to be able to carry out their care duties of their aiga.

Draft as at 29.8.22 HoHR feedback changes are now in this document and work from meetings of 8, 15 and 29 August.

Parental leave Explanatory Notes (not part of the common/consistent clause) (Nov 2021)

1. Context/Intent

- The clause is derived from Government's policy objectives for New Zealand's parental leave scheme –adapted to be more gender and culturally inclusive and recognise the range of family structures and relationships.
- Simpler for agencies to administer and implement.
- It addresses the current problem of employees thinking they are eligible for parental leave entitlements in the CA, but find out they're not because they're not eligible under the PLEPA as well.
- Additional payment - The additional payment repurposes the ex gratia payments, which are the most common form of additional support for parental leave currently in CAs. Ex gratia payments were originally developed to encourage the parent to return to work. Now most parents return to work and most stay after receiving the payment.
- Additional payment - The ex-gratia payments reflect the 2008 Common Leave provision: parental leave in accordance with the PLEPA, with an additional lump sum taxable payment equivalent to 30 working days, upon completing six months service since their return to work after parental leave.
- The flexible approach enables employees and employers to use the 6-week payment in a way that best meets their needs/circumstances, consistent with the purposes of parental leave.
- The clause removes the requirement to return to work for 6 months part to access the payment. This may need to be explained to agencies.
- The clause supports the purposes regarding the equitable sharing of unpaid work and is consistent with the Gender Pay Principles, and family/whānau wellbeing/bonding.
- Fathers/spouses/partners – It's hoped that the clause will support and facilitate the ability of fathers/spouses/partners to take parental leave.
- Value of annual leave after parental leave - This clause anticipates the proposed changes to the Holidays Act. It encourages employees to take leave when they need it, as annual leave with zero/little dollar value is unlikely to be used.
- Superannuation contributions whilst on parental leave - Payments after return to work so encourage return to work.

2. Implementation considerations

- Note that the following sentence in the parental leave clause will not take effect until the amendment is enacted.

Annual leave taken on return to work from parental leave will be paid at the pay rate specified in the Holidays Act 2003.

[Holidays Act 2003 No 129 \(as at 12 April 2022\), Public Act 16 Entitlement to annual holidays – New Zealand Legislation](#)

Draft as at 29.8.22 HoHR feedback changes are now in this document and work from meetings of 8, 15 and 29 August.

- Making the additional entitlements available for all employees, regardless of whether they meet the eligibility criteria in the Parental Leave and Employment Protection Act (PLEPA), may result in a small number of employees with less than 6-12 months of service in the Public Service that would be entitled to the additional entitlements, when they're not eligible for statutory parental leave.
- Emphasise to agencies that the clause removes the requirement to return to work for 6 months part to access the payment.
- Value of annual leave after parental leave - Keeping the payment calculation the same for all employees, regardless of whether they've been on parental leave, is administratively simpler than having two calculations.

DRAFT

Draft as at 29.8.22 HoHR feedback changes are now in this document and work from meetings of 8, 15 and 29 August.

Recognition of service Explanatory Notes (not part of the common/consistent clause)

Text below taken from recognition of service initial clauses (Nov 2021)

1. Context/Intent

- Recognition of service is only relevant for LSL.
- Recognition of service reinforces the unified public service. Where service-related benefits increase, continuous service with a specified group of organisations will count towards that entitlement.
- The reason for counting service by going back up to 5 years from implementation is
- **Portability** - If transferring to another public service organisation and employee wishes to have service recognised, they will need to provide any leave accumulation, entitlements, and indicate leave taken for the purpose of calculating leave entitlements.

2. Implementation considerations

- If (employer name) already agreed to recognise service for an entitlement, it continues... but if the employee moves, the recognised service doesn't necessarily move with them.
- Where continuous service was already recognised for a particular entitlement prior to (implementation date) that service will continue to be recognised for that purpose.
- Recognise up to 5 years' previous service (prior to implementation date).

Information currently required for recognition of LSL includes:

- Type of service (fixed term / perm / casual. just time in the system.
- Periods of LWOP (other than parental)
- The reason for exiting (child care purposes can be tricky for an employer to validate as it is not necessarily recorded)
- If LSL has been granted by the prior organisation and if so when was it last recognised. This is so that service isn't credited that has already been recognised. E.g. someone with 7 years prior service should only have 2 years' service recognised if there is a max of 5 year recognition rule.
- Statement of service must come from the payroll / HR team.

Public Service Terms and Conditions

A report on the content of Public Service Collective Agreements

Part 1 – Out of scope leave

Date of data: March 2022

Te Kawa Mataaho Public Service Commission

Alofa Aberdein-Tapuai

Tim Newton-Howes

TOPIC 5: LEAVE	56
LEAVE: SECTION 1	56
5.1 ANNUAL LEAVE (AL)	57
5.2 DEPARTMENTAL DAYS	61
5.3 SICK LEAVE (SL)	63
5.4 DEPENDANTS LEAVE	65
5.5 BEREAVEMENT LEAVE	66
5.6 FAMILY VIOLENCE LEAVE	68
5.7 PARENTAL LEAVE (PL)	69
5.8 RECOGNITION OF PREVIOUS SERVICE FOR LEAVE ENTITLEMENTS	73
LEAVE: SECTION 2	74
5.9 LONG SERVICE LEAVE	74
5.10 RETIREMENT LEAVE	78
5.11 TIME OFF IN LIEU	79
5.12 VOLUNTEERS LEAVE	81
5.13 WELLNESS/WELLBEING LEAVE	83
5.14 JURY SERVICE LEAVE	84
5.15 CULTURAL LEAVE	84
5.16 STUDY LEAVE	85
5.17 CESSATION LEAVE	87
5.18 UNION LEAVE	87
5.19 ADVERSE EVENTS	88

Topic 5: Leave

Leave is paid or unpaid time away during which there is no expectation to perform work. Most legislative forms of leave have been coded, such as annual leave, sick, parental and bereavement leave but other forms of leave that commonly exist have also been coded.

For the purposes of this report, we have divided this section into two parts. The first part covers leave which is provided for via legislation and includes notes on the recognition of service for leave purposes. [Part 2](#) of this section will cover other forms of leave coded that are not present in the first section.

Leave: Section 1

In 2009 Cabinet agreed that maximum leave provisions would apply for Public Service employees. These maxima were:

- Annual Leave: entitlement of 25 days per annum, inclusive of the statutory minimum four weeks annual plus five days of other leave after completing five years of service
 - This leave may include departmental, community, wellness, and any other annual leave
- Sick Leave: the expectation is 10 days sick leave and care for dependants for each of the first two years of service, 15 days per annum thereafter with a maximum accumulation of 260 days
- Long Service Leave: provision of long service leave of two whole weeks after 10 years of employment and one whole week after every five years continuous service thereafter
 - Note, Long Service Leave is not legislative and is reported in Leave: Section 2

Where entitlements exceeded the maxima, there was no obligation to bargain these out to reach a lower entitlement. Some current entitlements which exceed the maxima only do so because they predate this decision.

This report includes discussion on the “common leave maxima”¹ where it applies to specific leave entitlements, but it is worth noting up-front that many Public Service employers provide leave at the maxima.

5.1 Annual Leave (AL)

Legislation provides an entitlement for four weeks of annual holidays per year for all employed staff, provided after every 12 months of continuous service. However, it is common for public servants to be entitled to more annual leave.

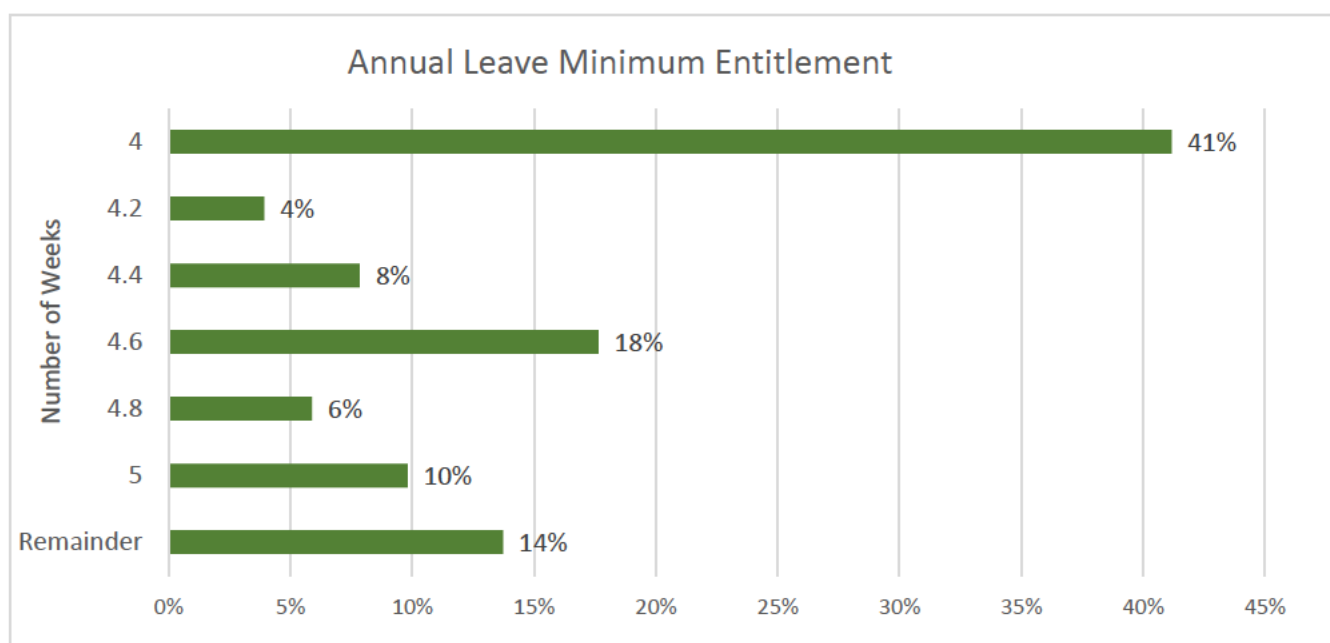
Note, there is a close relationship between annual leave and [departmental days](#), which are coded below.

Annual Leave Minimum Entitlement

Many of the collective agreements coded indicate four weeks as their minimum annual leave entitlement. However, there was quite a spread between other agreements, with all options between 20 and 25 days (four weeks to five weeks) present in at least one agreement.

¹ In 2009 Cabinet approved a maximum to entitlements for annual leave, sick leave, and long service leave (and related leave types) that could apply to employees of Public Service departments. Employment agreements providing entitlements in excess of the maxima at the time were not required to be changed to meet the requirement of the maxima, but this provided a ceiling to leave entitlements in all other agreements. At the time of writing the leave maxima has not been rescinded and remains in place; all collective agreements included in this report are subject to the maxima.

Figure 28: Annual Leave Minimum Entitlement



Public Service minimum annual leave entitlements, by percentage of agreements, is:

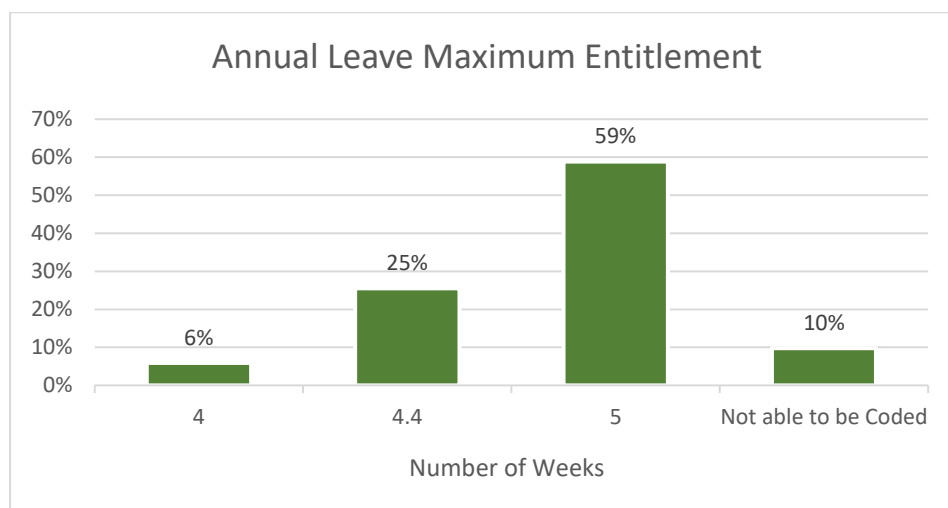
- 41 percent specified a minimum four-weeks AL
- Two agreements specified a minimum AL entitlement of 4.2 weeks (i.e., 21 days)
- 8 percent specified 4.4 weeks as the minimum AL entitlement
- 18 percent specified 4.6 weeks as the minimum AL entitlement
- 6 percent specified 4.8 weeks as the minimum AL entitlement
- 10 percent specified five weeks as the minimum AL entitlement

Most of the remaining 14 percent are agreements where there are different minimum entitlements for different workforces covered by the same agreement. Also included in the remainder is one agreement which is unique in that it is agreed annual leave will be paid as a percentage instead of in weeks due to the nature of the work.

Annual Leave Maximum Entitlement

In comparison to minimum AL entitlement, maximum AL entitlement showed less variation and spread.

Figure 29: Annual Leave Maximum Entitlement



- The majority of agreements (59 percent) provide for five weeks maximum entitlement
- A quarter of agreements provide a maximum entitlement of 4.4 weeks and there were three agreements which stated this as four weeks, not increasing from the minimum
- 10 percent were not able to be coded for similar reasons to those for minimum AL entitlements, including where two agreements provide an additional five-days AL on top of the maximum for some workforces

As noted previously at [shift leave](#) there is some variation in leave entitlements for staff who work shifts, although this is not common.

Time to reach maximum AL entitlement

In most agreements (86 percent) annual leave entitlements increase after some period of service, such as provided for in the leave maxima. Nearly two thirds (63 percent) align with the leave maxima by providing a higher annual leave entitlement after five years' service.

- We found that 8 percent of agreements provide a higher entitlement after service of between one and four-years
- 12 percent of agreements specified this time as six years, although it is possible that this is a technical qualification due to annual leave entitlements becoming effective at the end of each 12-month period of service (i.e., these entitlements may have no practical difference to those which provide maximum entitlements at five years)

- There were two agreements which specified different thresholds for maximum entitlement for different workforces and bands

The remaining 14 percent, as implied above, do not offer an increasing entitlement based on service; the starting entitlement is the ongoing entitlement.

Anticipation

There is currently no legislative entitlement to support staff to take annual leave which they have not yet become entitled to. However, it is common for staff to be allowed to do this, albeit with caveats.

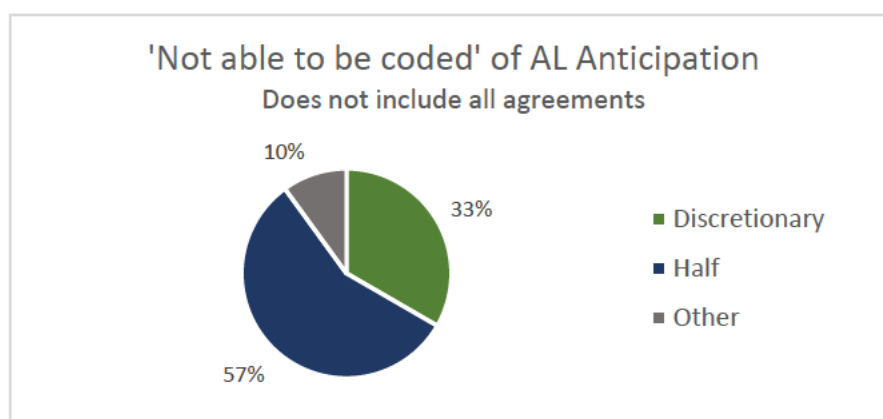
- 25 percent of agreements did not provide for anticipated annual leave
- 10 percent specified that two or more weeks could be anticipated and 6 percent said ‘yes’ there is anticipated annual leave but did not elaborate any further regarding the value; detail may be held in policy

Anticipation of annual leave was one of the areas of the project we found that did not match our expectation. We expected that agreements would specify anticipation of annual leave in weeks, instead most agreements specified that staff could anticipate either “half” of their annual leave entitlement (for example, two weeks initially, increasing to two and a bit weeks after five years’ service) or specifically noted that this was a discretionary entitlement.

Of the 59 percent we could not code numerically, more than half (35 percent of all agreements) provide for anticipation of half an employee’s annual entitlement.

Note: figure 30 below only includes those that were not able to be coded numerically.

Figure 30: 'Not able to be coded' of AL Anticipation



33 percent indicated that anticipation was agreed with management; we have coded this entitlement as “discretionary”.

10 percent of agreements were coded as other, they specified that anticipated annual leave differed for staff according to their length of service.

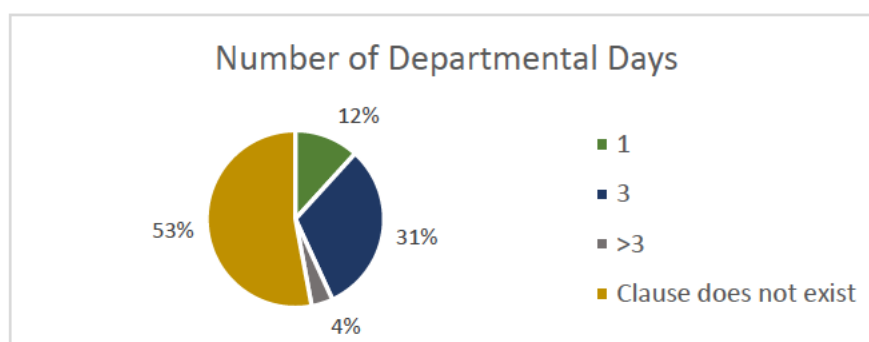
- Example: anticipation of annual leave is by agreement however you can anticipate X weeks for staff with 20 years continuous service

5.2 Departmental Days

Departmental days are additional days of leave provided at times specified by the employer, for example, leave on the non-public holidays between 25 December and 1 January. This is not a legislative leave type but is reported here due to its close link to annual leave. We note the annual leave maxima includes any departmental days provided.

Number of Departmental Days

Figure 31: Number of Departmental Days



Just under half of Public Service agreements provide departmental days.

- 31 percent provide three days
- 12 percent specified the provision of one day
- Two agreements specified the provision of five departmental days

Timing of Departmental Days

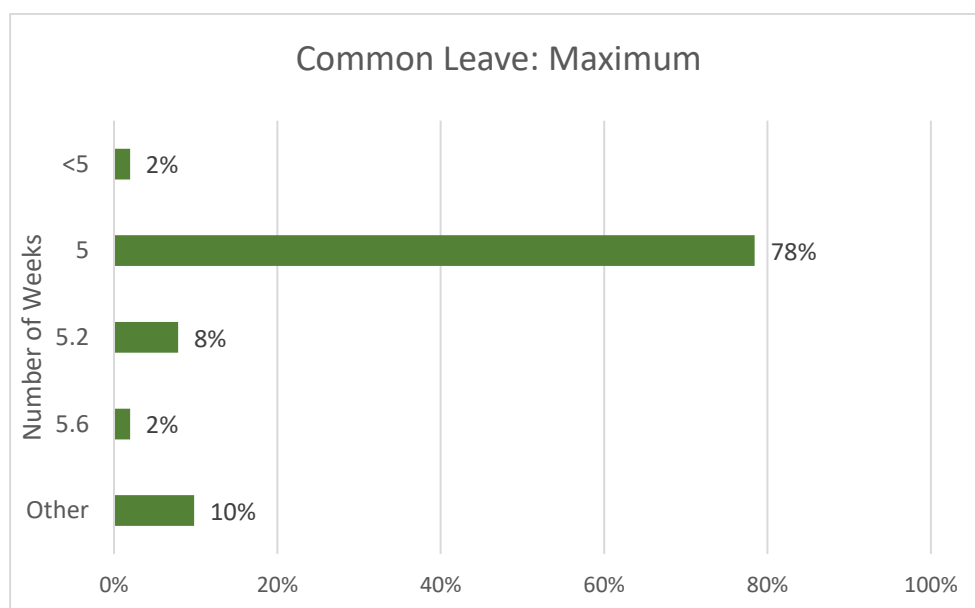
33 percent of all agreements (about two thirds of agreements which include departmental days) have departmental days that occur during the typical December closedown period (27 December to 31 December), while 12 percent specified the timing as being the chief executive’s discretion.

One agreement specified that of its five departmental days provided, three days are to be taken during the December closedown period and the other two “may be taken in reasonable time”.

Leave Maxima (annual leave and departmental leave)

As noted, the 2009 leave maxima for annual leave includes any provision of departmental leave. Thus, both five weeks annual leave, and 4.4 weeks annual leave plus three days departmental leave are at the maximum five weeks entitlement. Using the available data, we combined each agreement’s maximum annual leave entitlement and their number of departmental days to test the effective maxima of agreements against the leave maxima.

Figure 32: Common Leave: Maximum



Most agreements provide a maximum combined annual leave and departmental day entitlement that meets the leave maxima (setting aside other included entitlements such as wellness leave). 10 percent of agreements provide more than this, and one agreement provides less.

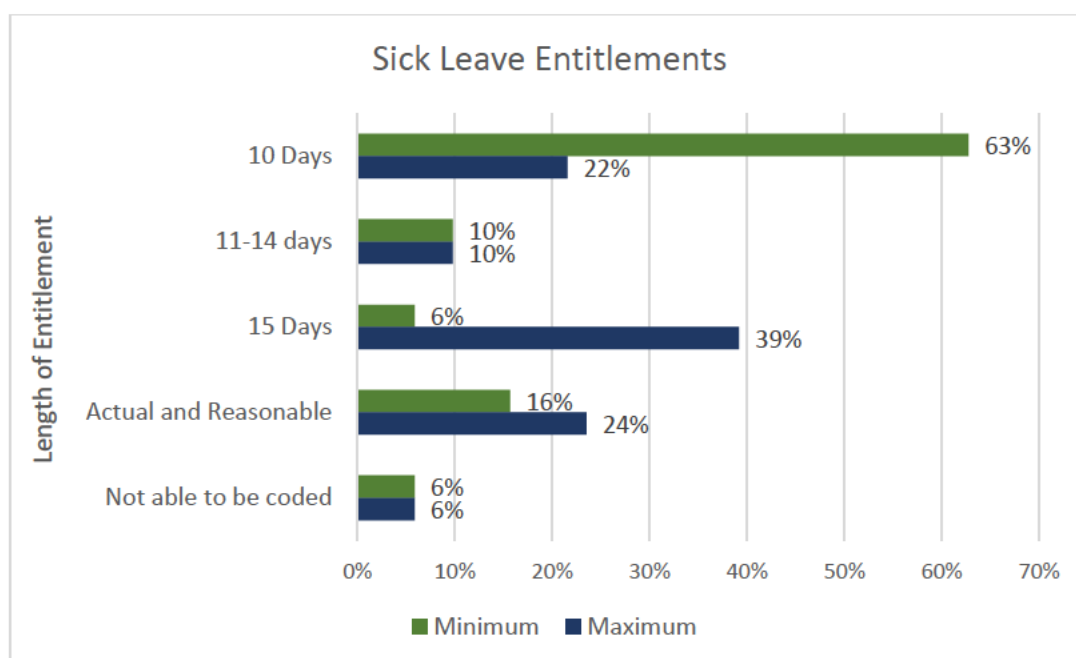
5.3 Sick Leave (SL)

Sick leave is a legislative entitlement. Prior to an amendment to the Holidays Act in 2021 employees were entitled to five days of sick leave per year from six months service. The 2021 amendment increased that entitlement to a minimum of 10 days sick leave for all employees.

Like annual leave, most public servants are entitled to more than the legislative minimum (all receive more than the pre-2021 minimum entitlement) and most receive some additional entitlement after a period of service.

Minimum Entitlement

Figure 33: Sick Leave Entitlements



Most agreements (63 percent) provide a minimum sick leave entitlement of 10 days, the maximum allowable for the first two years under the leave maxima.

- 10 percent provide between 11- and 14-days sick leave
- 6 percent provide exactly 15 days leave

- 16 percent provide sick leave on an “actual and reasonable” basis
- 6 percent were not able to be coded as they operated the old Public Service model or specified differing entitlements for different roles

Note: “actual and reasonable” is not always the language used in agreements. Rather than coding for each of the variations we use this term to group all entitlements which are unlimited, discretionary, “as required”, or “actual and reasonable”.

Maximum Sick Leave Entitlement

Maximum sick leave entitlements vary more widely than minimum sick leave entitlements. The most common entitlement (in 39 percent of agreements) is a maximum entitlement of 15 days, the maximum allowable under the leave maxima after two years’ service.

- 22 percent provide 10 days
- 10 percent provide between 11-14 days
- 24 percent provide sick leave on an actual and reasonable basis. This is higher than for minimum entitlements as a small number of agreements provide a numerical entitlement initially, but then increasing to actual and reasonable after some period of service.

Time to Reach Maximum Sick Leave Entitlement

Public Servants’ sick leave entitlements increase after two years’ service in half (49 percent) of agreements. In nearly as many agreements (43 percent of the total) there was no tenure-based increase to sick leave entitlements.

- One agreement was silent on time to reach maximum sick leave entitlement and there was one example of an agreement that specified this time as three years
- Two agreements were not able to be coded as they operate sick leave via the old Public Service model

Maximum Sick Leave Accumulation

Two thirds of agreements (63 percent) allow untaken sick leave to be accumulated to a maximum of 260 days, the maximum value within the leave maxima (this is one full year of sick leave, not accounting for public holidays).

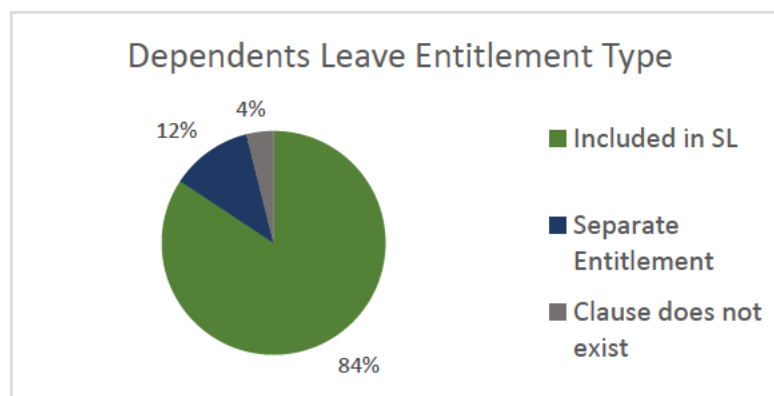
- Two agreements indicated a value between 100-200 and one agreement defined 400 days as their maximum sick leave accumulation
- 25 percent of collective agreements do not have this provision and we found two examples where agreements just stated that unused sick leave is accumulated but did not provide a maximum accumulation

5.4 Dependants Leave

Dependants leave is leave taken when a dependant is unwell, and as a result the staff member is unable to attend work, e.g., when a child is unwell. Dependants leave is mentioned in all-but-two collective agreements.

Entitlement Type

Figure 34: Dependants Leave Entitlement Type



- Most collective agreements (84 percent) allow dependants leave to be taken from an employee's sick leave entitlement
- 12 percent of agreements provided for dependent leave as a separate entitlement from staff sick leave entitlement. In all such cases staff receive a total sick leave entitlement (including dependants leave) above the leave maxima.

Size of Entitlement

While most staff use their sick leave entitlements for dependants leave, it is also common for collective agreements to specify a maximum amount of leave which can be used for dependants leave.

- 86 percent of collective agreements provide at least 10 days dependant leave with the majority providing exactly 10 days
- 8 percent were not able to be coded as they specified that this as operated on an actual and reasonable basis or operated via the old Public Service model
- The remaining 6 percent do not have a clause

Leave Maxima (Sick Leave)

Looking at both the initial and subsequent entitlements for sick leave, the most common pattern identified was the provision of 10 days which increased to 15 days after two years' service, accumulating to a maximum of 260 days as per the maxima. This is the maximum allowed under the 2009 leave maxima.

Currently, we can identify that 29 percent of agreements provide maximum sick leave entitlements in excess of the maxima, whether it is the provision of leave on an actual and reasonable basis or agreements which provide a separate entitlement for dependent leave. This analysis has not considered entitlements which exceed but predate the maxima; at the time the maxima was agreed there was no requirement to "bargain down" to the maxima if the terms which applied at the time were in excess.

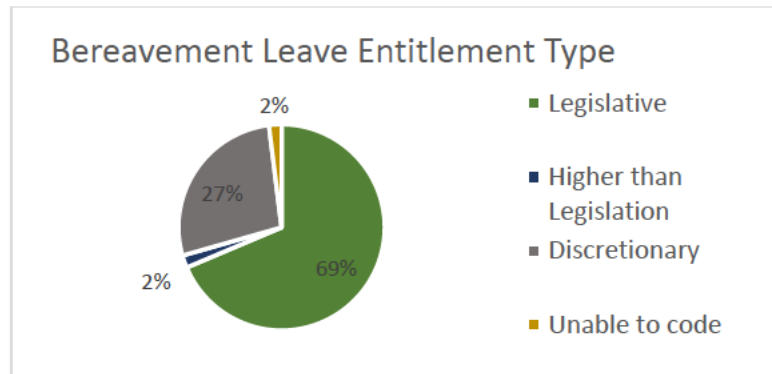
5.5 Bereavement Leave

Bereavement leave is a legislative entitlement of three days leave on the death of an employee's close relative which includes the end of a pregnancy by way of a miscarriage or still birth. The legislation also includes a legislative entitlement of one day leave for the death of any other person (where the employer accepts a bereavement has occurred).

For the purposes of bereavement leave, the employer will consider the closeness of the association between the employee and the deceased and any cultural responsibilities of the employee in relation to the death.

Entitlement Type

Figure 35: Bereavement Leave Entitlement Type



- About two thirds of all agreements (69 percent) provide staff with the legislative entitlement of three days for bereavement
 - While this is the entitlement provided in the agreement, it is worth noting that it is extremely common for agreements to state both the legislative entitlement and note a discretionary element also. For example, an agreement might (in effect) say that the employee is entitled to leave under the Holidays Act, but may be granted additional time off, and encourages the employee to speak with their manager.
- 27 percent of agreements operate bereavement on a purely discretionary basis and do not reference the legislation
- We identified one agreement which provided a bereavement leave entitlement that was higher than the legislation (five days)
- One agreement was unable to be coded as it was too vague to code, not defining any specific entitlement

Cultural Consideration

Almost all collective agreements indicate that cultural consideration will apply when agreeing a duration of bereavement leave. This usually consists of the employer agreeing to discharge its duties in a “culturally sensitive” manner, considering the obligations of the staff member and the time required to discharge their responsibilities.

We identified two agreements where there was no such consideration written into the agreement.

Unveiling Leave

Unveiling leave is time given for staff to attend the unveiling of a headstone and any related ceremonies or events. Generally, this is some time after a bereavement occurs.

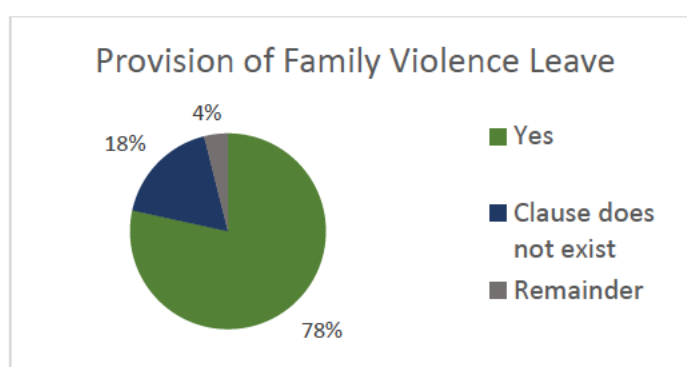
Across agreements, 78 percent explicitly mention providing unveiling or hura kōhatu, leave, usually as one day paid leave in addition to other bereavement leave entitlements. The remaining 22 percent are silent on this provision.

5.6 Family Violence Leave

An employee who has been affected by family violence is legislatively entitled to leave up to 10 days in each 12-month period. Any family violence leave cannot be carried forward and an employer may require proof that an employee is affected by family violence for leave to be taken.

Family Violence Leave Provision

Figure 36: Provision of Family Violence Leave



Three quarters of all agreements (78 percent) specifically provide for family violence leave. 18 percent do not include the provision of family violence leave, and the remainder (4 percent), indicate this provision is held in policy.

Entitlement

Across the coded agreements, 57 percent provide family violence leave according to the legislative amount of three days, and a further 16 percent exercise this provision on a discretionary basis. As with bereavement leave, when the stated entitlement matches the legislation, it is not uncommon for a potential discretionary entitlement to also be provided.

- 6 percent of agreements specify that family violence leave entitlements are held in policy

- 22 percent of agreements were silent on the family violence leave entitlement type

5.7 Parental Leave (PL)

Parental leave, or primary carer leave, is available for employees who will have primary responsibility for the primary care of a child under six years on a permanent basis. A period of up to 26 weeks can be taken and must be continuous.

Collective agreements typically have extensive conditions for parental leave, including setting out what it is, who can take it, when it's taken, how it's notified, how return to work operates, protection of an employee's role while they are on parental leave, and so on.

For the purpose of this report, we have focused on entitlements staff get during and after parental leave, rather than operational clauses.

Ex-Gratia Payment

In the context of parental leave an ex-gratia payment is an additional discretionary payment made to parents who have taken an extended period of parental leave without pay. Traditionally this was seen as a way to encourage staff to return to work after having/adopting children, and it is common in the Public Service.

Provision

Across all the collective agreements in our database, 88 percent include the provision of an ex-gratia payment.

- One agreement indicated that this was held in policy
- 10 percent of agreements did not offer an ex-gratia payment

Value

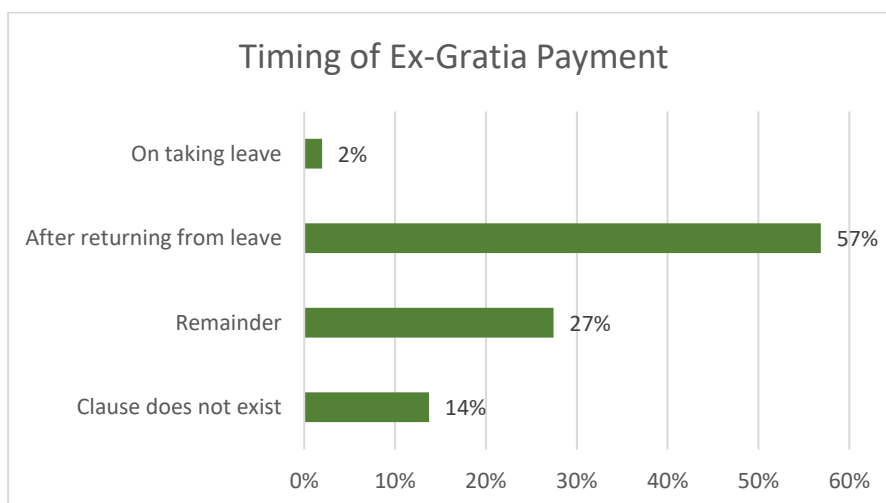
Where an ex-gratia payment is offered it is either at six weeks' pay, or 6.4 weeks' pay.

- 76 percent of agreements (86 percent of agreements which offer ex-gratia payment) provide a payment of six weeks
- 12 percent of agreements (14 percent of agreements which offer ex-gratia payment) provide a payment of 6.4 weeks. It is worth noting that 12 percent of these agreements cover 23 percent of FTE (total). These are relatively high coverage agreements at three agencies.

Timing of Provision

Historically, ex gratia payments were seen as a way to encourage staff back into the office after a period of leave and would be paid after returning to work. This remains common, but some variation is emerging.

Figure 37: Timing of Ex-Gratia Payment



- 57 percent grant an ex-gratia payment only after an employee has returned to work and completed a specified length of service - commonly six months
- A significant proportion of agreements (27 percent) include an ex-gratia payment but did not provide a timing clause. In most cases these agreements provide various options for how staff can receive this payment, including receiving it after returning from leave as a lump sum or opting to receive it in fortnightly increments upon return.
- We found no examples of agreements that specified that the payment is made in full when the employee returns to work
- One agreement specified that the payment is made when the leave is initially taken

Salary Top-up while on Paid Parental Leave

Staff taking unpaid parental leave to care for a child are entitled to parental leave payments from the Government, administered by Inland Revenue. These payments will match employees weekly pay up to a maximum of (at the time of writing) \$661.12 per week. Some employers may choose to “top up” their employees pay between the maximum Government payment and their standard pay.

For example, if a staff member normally received \$800 per week, the value of the top up would be \$178.24 per week.

We found one example of an agreement which provided a top up payment in addition to the statutory paid parental leave payment.

Several agreements allow staff to choose to receive their ex-gratia payment as a top up while they are on parental leave. We do not consider these clauses a true “top up” and have not included them in the analysis because this is not a separate entitlement; the ex-gratia payment would be available at another time if preferred.

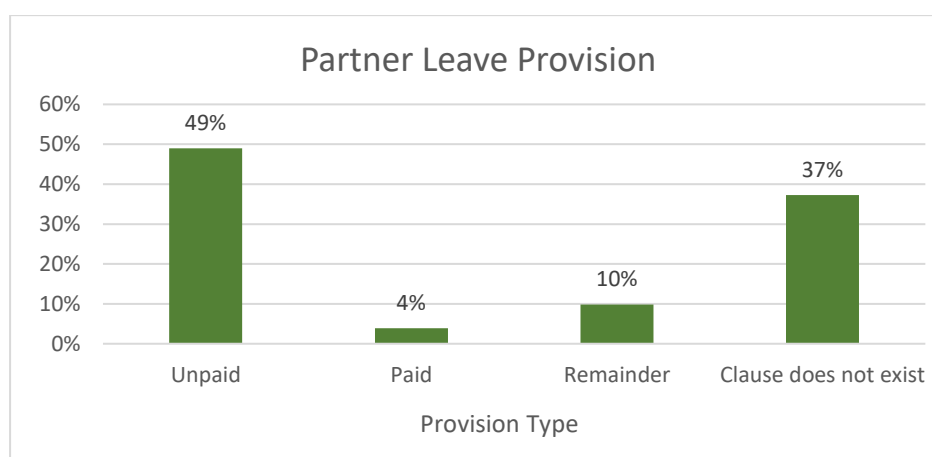
Partner Leave

Partner leave is a legislative entitlement of two weeks unpaid leave where an employee is the spouse or partner of the primary carer of a child, assumes responsibility for the care of that child, and meets the 12-month employment service period.

Provision

Unlike parental leave terms and conditions, which are present in most Public Service collective agreements, terms and conditions relating to partner leave vary greatly; approximately two thirds of agreements (63 percent) include a provision on partner leave.

Figure 38: Partner Leave Provision



- About half (49 percent) of agreements specified that partner leave was unpaid
- We found two agreements which provided for paid partner leave

One further agreement provided a mixed option (one week paid, one week unpaid) and a further 8 percent indicate partner leave entitlements are held in policy.

Flexible Return to Work

We looked for whether agreements provided specific reference or provision for staff to return to work after parental leave on a flexible basis. Most (86 percent) did not. A small number of agreements (6 percent) do provide for this, and the remaining 8 percent explicitly indicated there was an option to return to work flexibly, using the same conditions as their general flexible working clause.

We anticipate that most agreements would extend “normal” flexible working provisions to staff returning to work after parental leave but have not referenced this in the parental leave sections of the agreement.

Progression on Parental Leave

Progression rounds in the Public Service typically occur at a fixed time, usually 1 July annually. There is an open question about whether staff on parental leave receive progression if they are away from work at the time of a progression round.

We are aware that this is referenced in some collective agreements in the wider public sector. However, we found that no Public Service collective agreement referenced how progression is handled for staff on parental leave.

Annual Leave Paid at Ordinary Rates

Employees continue to accrue annual leave while they are on unpaid parental leave. However, while annual leave is typically paid at the higher of ordinary pay or average pay, there is currently a legislative carve-out to this when staff return from parental leave. When staff return, the leave they have accrued is paid at their average rate by default, and typically this is much lower than their ordinary rate after a period of leave without pay.

Many employers choose to pay the higher of average or ordinary wage in this circumstance.

- Half of all collective agreements (51 percent) include an entitlement to annual leave paid at the higher of average or ordinary rates on return from parental leave. All others were silent.

- We found one collective agreement which indicated that annual leave will be paid “as paid leave as per the Holidays Act” on return from parental leave

5.8 Recognition of Previous Service for Leave Entitlements

For the purposes of the report, we were interested in the recognition of previous service for annual, sick, long service and parental leave entitlements. Due to there being too many variables for analysis, for each leave type we coded for specific sectors such as:

- Public Service
- Legacy Agencies
- Education Sector
- Health Sector

We also looked for service recognition from the private sector or overseas (e.g., Public Service in another country), but found no examples where this was written into a collective agreement.

Recognition of service is relevant for leave where leave entitlements include a tenure component, including annual leave, sick leave, long service leave, and parental leave. Non-service leave types, such as bereavement leave, or family violence leave, do not have entitlements that rely on tenure, so would not be expected to reference service recognition.

Recognition of service conditions are generally extremely complex to code, with significant variation across agencies in what is recognised, and how it is recognised. Sometimes service is recognised even though this makes no material difference to entitlements, for example, where there is no tenure-based increase to sick leave, but service is recognised for sick leave.

We have found that where previous service is recognised, it is usually recognised equally for annual, sick, long service, and parental leave within each collective agreement. Sometimes this is determined as recognising service for “leave” generally, rather than detailing each kind of leave.

Given the complexity of the analysis here, we will highlight themes of service recognition rather than detailing each variation that exists.

Across agreements we found that it was common to recognise previous service in full for the Public Service for all leave entitlements:

- 75 percent of agreements for purpose of annual leave
- 61 percent of agreements for purpose of sick leave
- 49 percent of agreements for purpose of parental leave
- 80 percent of agreements for purpose of long service leave

It was also common to see the recognition of previous service with Crown entities excluding the health sector (DHB's) and education sector. It is not uncommon for service at Parliamentary Service to also be recognised here:

- 65 percent of agreements for purpose of annual leave
- 55 percent of agreements for purpose of sick leave
- 51 percent of agreements for purpose of parental leave
- 75 percent of agreements for purpose of long service leave

Across agreements, where it applied, previous service was recognised with legacy agencies.

The only agreements to recognise previous service within the education sector was the Ministry of Education and Education Review Office agreements. For a similar reason (sector relevance), the only agreements which recognised previous service within the health sector were those belonging to the Ministry of Health.

Overall, we found that about half of all agreements (49 percent) recognised previous service in full with both the Public Service and select other public sector agencies. The other half offered some variation on this.

Leave: Section 2

This section covers all other reviewed leave entitlements, such as wellness, study, and cultural leave.

5.9 Long Service Leave

Long service leave is additional paid leave in recognition of long service. Long service leave is provided as an entitlement in weeks of leave, with an initial entitlement after a number of years' service, and subsequent/ongoing entitlements for further service.

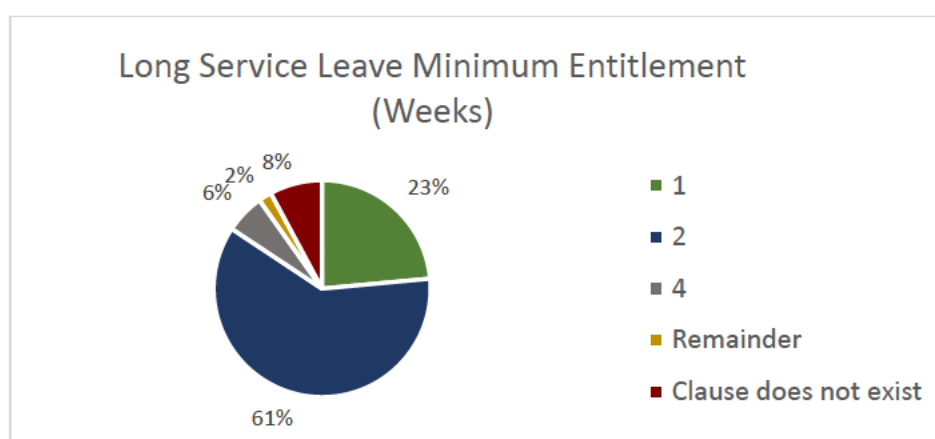
Most Public Service collective agreements (92 percent) include the provision of long service leave.

For recognition of service for long service leave, please see [recognition of service](#).

Minimum Entitlement

The initial, or minimum, entitlement to long service leave minimum entitlements is typically either one or two weeks, with one of these options provided in nearly 85 percent of agreements.

Figure 39: Long Service Leave Minimum Entitlement



- Consistent with the agreed leave maxima, most agreements (61 percent) include a minimum entitlement for long service leave of two weeks
- 23 percent have a minimum entitlement of one week
- 6 percent provide for four weeks minimum long service leave. For these agreements four weeks is a one-time entitlement with no subsequent entitlements.

One further agreement provided long service leave as a percentage payment instead of paid leave.

Years for Minimum Entitlement

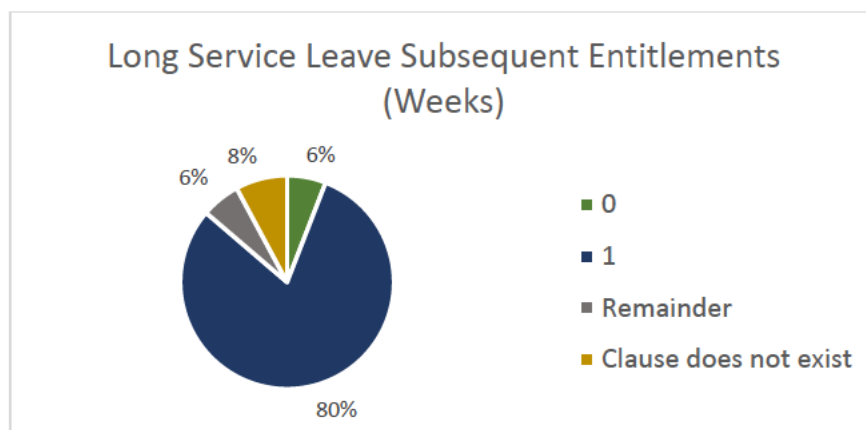
Consistent with the leave maxima, 65 percent of agreements state that employees are eligible to claim their minimum long service leave entitlement after completing at least 10 years of service.

22 percent specify their minimum requirements for long service leave as five years, and a small number of agreements (6 percent overall) don't provide an initial entitlement of long service leave until 20 years' service.

Subsequent Entitlements

As noted, most agencies that offer long service leave provide an initial entitlement (as above) and then additional entitlements based on length of service.

Figure 40: Long Service Leave Subsequent Entitlements



In almost all cases, where subsequent long service leave is provided, the subsequent entitlement is one week. This is the case in 80 percent of agreements overall.

The remaining 20 percent includes:

- 6 percent of agreements where there is only an initial entitlement (no subsequent entitlement)
- 6 percent of agreements could not be coded. This includes where subsequent entitlements only apply to certain bands, and where milestone long service leave is provided on top of “normal” entitlements.
 - Example: Initial entitlement of two weeks after 10 years’ service, and subsequent entitlement of one week for subsequent five years’ service. Additionally, at 20 years’ service an additional one week leave entitlement is provided.

Years for Subsequent Entitlements

Frequency of subsequent entitlements is highly aligned to the leave maxima. 84 percent of agreements provide for additional entitlements after five years’ service.

- In every case where the subsequent entitlement was one week, that week was provided after five years’ further service
- In one agreement, initial long service leave is provided at 10 years’ service, and then further entitlement is provided at 20 years’ service (a gap of 10 years’ service for subsequent entitlement)

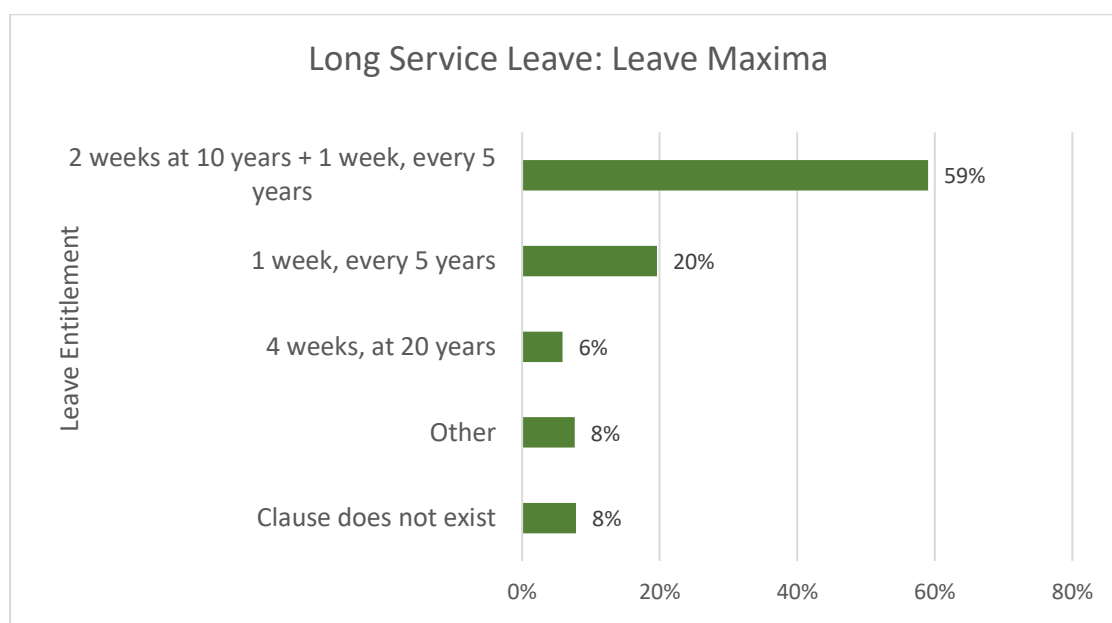
Maximum Entitlement

Most agreements do not limit long service leave, so additional weeks can continue to be earned so long as service remains continuous. 12 percent of agreements provide a maximum entitlement, including the agreements which offer long service leave as a one-off entitlement and others which do not offer any subsequent leave entitlements after a certain length of time has been reached. The maximum entitlement is typically reached at 20 years' service.

Patterns of Long Service Leave

We have been able to assess different patterns of entitlements, identifying common combinations of long service leave conditions.

Figure 41: Long Service Leave: Leave Maxima



By far the most common two combinations accounting for nearly 80 percent of agreements and FTE are:

- Two weeks after 10 years and one week after every five subsequent years, without limit
- One week for every five years' service, without limit

The first of these options matches the cabinet approved leave maxima, while the second provides an equivalent entitlement to leave in the long term, but the timing of the first entitlement is in excess of the maxima.

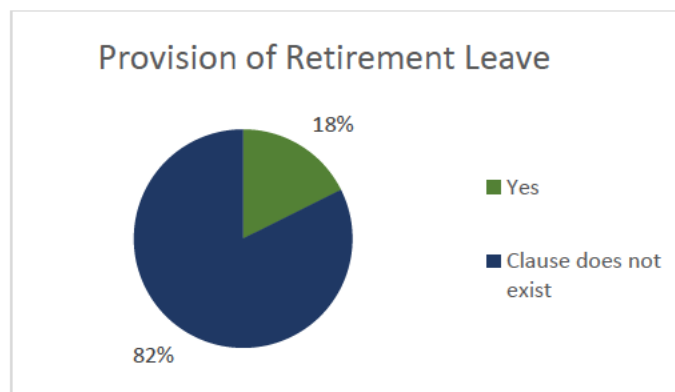
- 6 percent of agreements provide an initial entitlement of four weeks after 20 years' service, and all other agreements offer different variations of patterns/operations of long service leave

5.10 Retirement Leave

Retirement Leave Provision

Retirement leave is paid leave provided in addition to long service, or annual leave, when a staff member retires.

Figure 42: Provision of Retirement Leave



18 percent of agreements provide for retirement leave, noting that a number of others retain this as a legacy clause (only staff employed before a certain time).

Medical Retirement Leave Provision

Medical retirement leave is leave provided to staff when they retire for medical reasons. Just over two thirds of agreements (69 percent) provide for medical retirement leave, which is significantly higher than for general retirement leave above.

- 61 percent of agreements contain a clause providing for medical retirement leave that is separate from standard retirement leave. (That is, a different entitlement, or an entitlement for medical retirement leave when there is no other retirement leave).
- 8 percent provide the same entitlement for retirement leave and medical retirement leave.

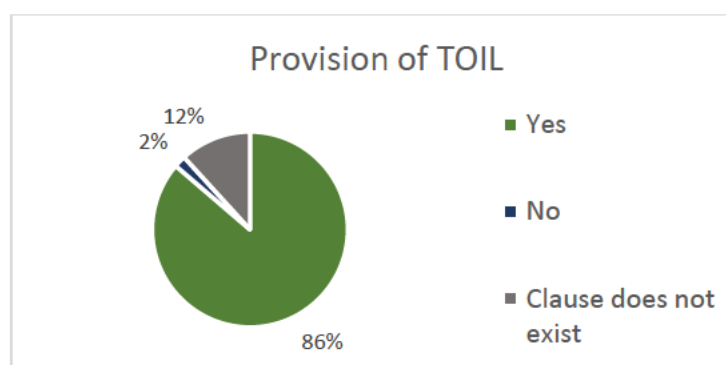
We note that while it was not part of our formal coding, there is commonality in the provision of medical retirement leave. When provided, it is typically provided at 13 weeks' pay (65 days).

5.11 Time off in Lieu

When staff work additional hours, and where this is compensated, that compensation generally takes the form of either overtime or paid time off, TOIL. While we report on TOIL as part of leave, in the sense that it is time away from work, it has tight links to both [hours of work](#) and [overtime](#).

Provision

Figure 43: Provision of TOIL



86 percent of agreements include the provision of TOIL, and one agreement explicitly stated it does not provide for it.

Accrual

Basis for TOIL

The basis for TOIL is the way it is accrued, i.e., after eight hours per day, or 40 hours per week. It is common for the basis for TOIL to be the same as the basis for overtime.

- 39 percent of agreements indicate that the basis for TOIL was the same as overtime
- 12 percent indicate that accrual was on a weekly basis
- 12 percent specify it is ad-hoc, meaning there is no formal accrual basis
- One agreement states that it is accrued daily
- 24 percent did not have a clause on this. This is where the agreement releases TOIL but does not have any further details.

Threshold

The TOIL threshold is how many hours someone works until any additional hours can be accrued as TOIL. The threshold for TOIL varies.

- 14 percent specified this as eight hours

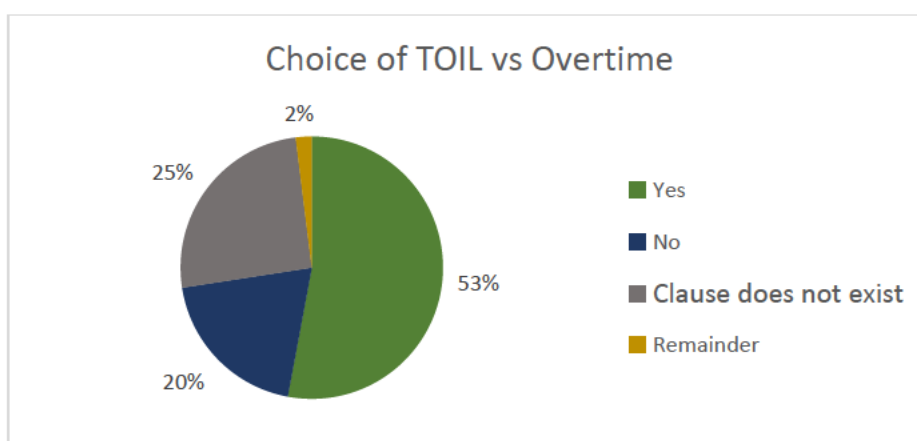
- 20 percent specified this as 40 hours
- 35 percent of agreements were not able to be coded
 - Agreements were not able to be coded for reasons including agreements which specified that the basis for TOIL is the same as overtime, a mixed basis by which the threshold could be either eight hours daily and/or 40 hours weekly
- 4 percent specified that threshold for TOIL was held in policy
- The remaining 27 percent of agreements have no threshold for TOIL stated because the basis for TOIL is ad-hoc, TOIL is not provided in the collective agreement, or for four agreements, there was not enough information for us to determine either the basis or threshold for TOIL, but TOIL was referenced.

Similar to [overtime](#), we are also able to make a comparison between the TOIL threshold and standard [full-time hours](#). It is not uncommon for agreements to have full time hours lower than 40 hours (e.g., 37.5 or 37.92) but have an 8- or 40-hour TOIL threshold.

Choice vs. Overtime

Frequently agencies allow for staff to accrue either TOIL or be paid overtime, however, this is not always the case.

Figure 44: Choice of TOIL vs Overtime



- 53 percent of agreements allow staff to choose between accruing TOIL, instead of receiving paid overtime

- 20 percent of agreements do not provide for choice. This is an outlier result across this project, as most agreements do not explicitly or implicitly provide for an entitlement not applying. In this instance, we find that this occurs when TOIL can apply to some workforces (for example, managers), but paid overtime cannot.

We note that one agreement had a different arrangement in place where overtime is only taken when TOIL cannot be taken.

Coverage Limits

Similar to overtime, TOIL is sometimes only available to particular workforces within an agency.

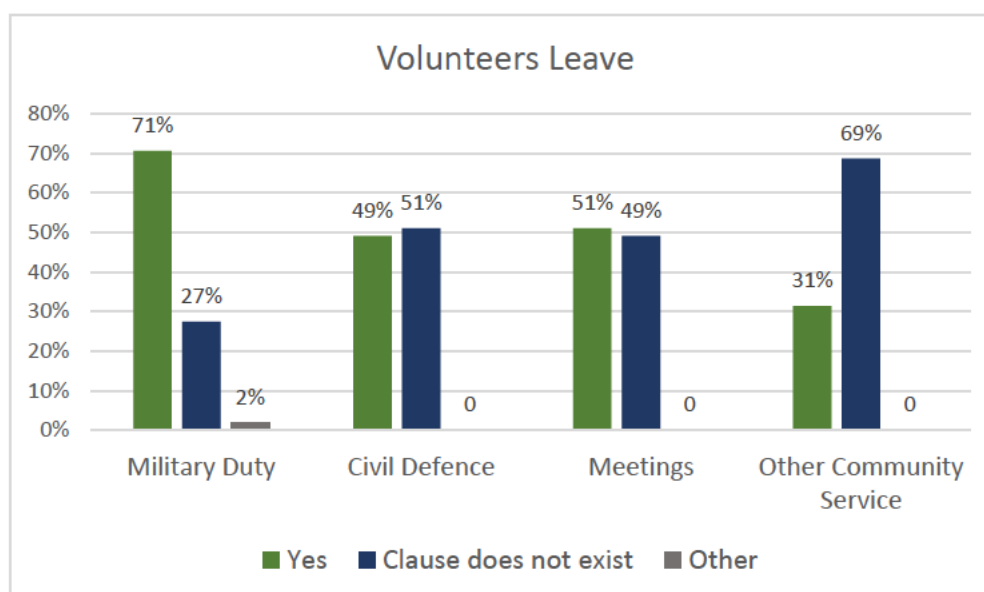
- 22 percent of agreements include coverage limits, for example some agreements specify that only managers or people in leadership positions may take TOIL
- 53 percent include TOIL and do not specify any coverage limits. We understand this means TOIL applies to all covered by these agreements
- 25 percent are silent on TOIL coverage limits

5.12 Volunteers Leave

Many agreements provide for additional paid or unpaid leave so staff can undertake a range of volunteer services. We have looked for the types of volunteers leave typically referenced in agreements, including:

- Military Duty
- Civil Defence
- Meetings (boards, councils or other committees for volunteer purposes)
- Other Community Service

Figure 45: Volunteers Leave



- 71 percent of agreements provide for military duty/service leave, this was by far the most common volunteer leave provision. This is a leave type provided in legislation (Volunteers Employment Protection Act 1973). One agreement has the provision in policy and is coded as other.
- Civil defence volunteer leave was in about half of all agreements (49 percent)
- About half (51 percent) of agreements also provided leave to attend meetings (board meetings, conferences, etc). Note that there is not a perfect overlap between agreements providing meetings leave and civil defence leave.
- Leave for any other volunteer purpose, termed 'other community service' could be seen across about a third of agreements (31 percent)

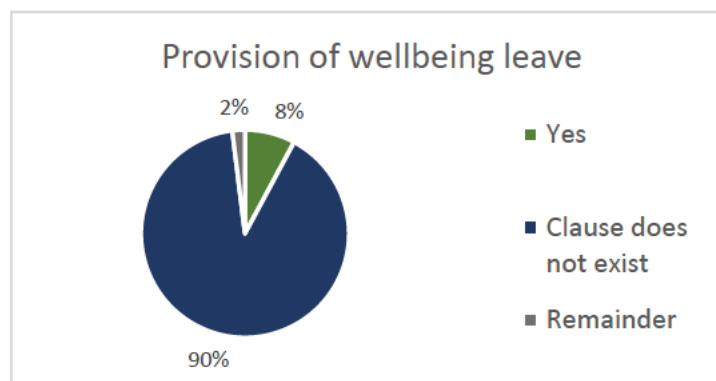
It is worth noting that there may be other forms of leave which could be considered volunteer leave which is not coded here in particular relating to discretionary leave, which is other paid or unpaid leave. Agreements sometimes list reasons why discretionary leave may be considered and this sometimes includes reasons which could be considered volunteering. Due to complexity and vagueness, discretionary leave has not been coded.

5.13 Wellness/Wellbeing Leave

When we reviewed agreements for wellness or wellbeing leave, we used a narrow definition. Wellness/wellbeing leave is additional paid leave for employees to take personal time for various reasons including mental health, fitness, and work/life balance. This is not sick leave, annual leave, or volunteering leave. There are a number of other leave types which may be similar and did not fit elsewhere such as “development days” but fell outside the definition used and were not included.

It is less common for agreements to provide wellbeing leave than a [wellbeing allowance](#).

Figure 46: Provision of wellbeing leave



We found that 8 percent of agreements include a provision of wellness leave. There was one agreement (2 percent) where the wording of the clause was vague, and we could not determine if it was “wellness leave”.

Entitlement

We found two combinations of wellness leave entitlement which is reflective of the small number of agreements which include this leave type:

- Two agreements provide one day of wellness leave each year
- One agreement provides two days of wellness leave per year, but only after five years' service with the agency

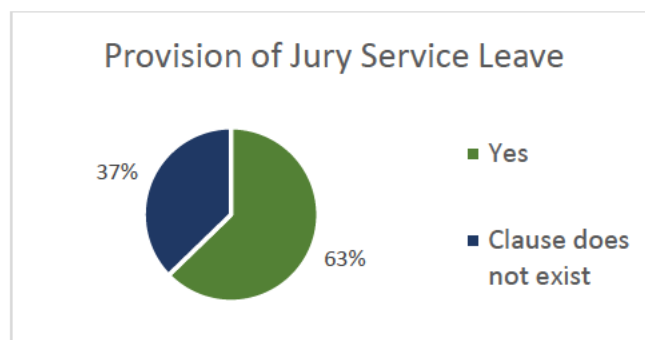
We were not able to determine entitlements for the remaining agreements, other than to know that there was an entitlement to wellness leave.

5.14 Jury Service Leave

Provision

If an employee is required to attend jury service, they may need time off work. While employers are not required to pay their employees during this time many do.

Figure 47: Provision of Jury Service Leave



63 percent of agreements include the provision of jury service leave, and the remaining 37 percent are silent on jury service leave.

Top up to Normal Rates

Jury service is compensated at set rates which are very unlikely to match normal staff salaries. It is common for jury service leave (and witness leave) to be a paid leave entitlement, with a requirement that all fees paid to jurors be paid on to the employer. In effect, the employer is topping up the jury fees to the employee's normal salary rates.

All agreements (except two) that include clauses on jury service leave, provide paid leave.

5.15 Cultural Leave

There are a number of instances where agencies choose to exercise discretion over leave entitlements on the basis of culture. For example, cultural consideration is common in bereavement leave clauses. Those leave types are not "cultural leave".

Our coding of cultural leave is where separate, specific, paid entitlements are provided for staff to undertake activities or otherwise participate in specific cultural events.

- We found one example of an agreement which provides additional leave for staff to meet their cultural obligations

- There was one example that was worded vaguely, and we could not establish if this met the definition we were using

In addition, a small number of agreements provide specifically for “Māori cultural leave”, which provides for attending Māori Land Court, Waitangi Tribunal hearings, and any other claimant issues concerning their iwi land.

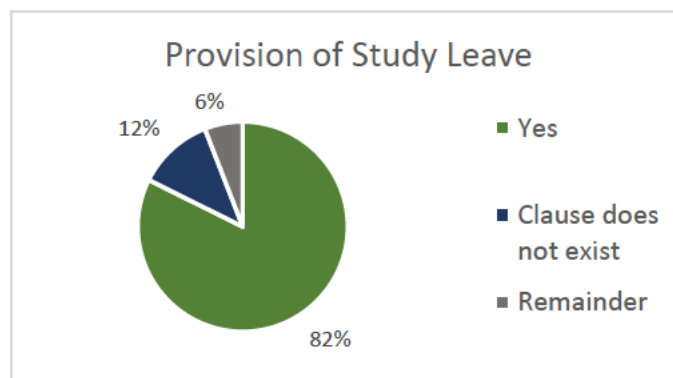
It is worth noting that while it was not considered in our definition due to analytical problems coding potential entitlements, almost all agreements provide discretionary leave that may be considered for cultural reasons.

5.16 Study Leave

Provision

Leave to support staff to undertake study and professional development is common across the Public Service, but the entitlements are not always clear.

Figure 48: Provision of Study Leave



- 82 percent of agreements include entitlements or potential entitlements to leave for study purposes
- 6 percent either indicated it was held in policy or were unspecific and was absent in 12 percent of agreements

Entitlement

Most agreements do not indicate how much study leave staff are able to take. Two thirds of the total agreements (67 percent) provide a discretionary, rather than specific, entitlement. This means that

study leave may be approved, as needed and where appropriate for employer and employee, but staff do not receive a specific “entitlement” to leave.

That said, specific arrangements are provided in a few agreements.

- 8 percent of agreements provide an entitlement of two days
- Two agreements (at a single agency) provide an entitlement of up to ~39 days (six hours per week)
- Two agreements include the provision of study leave but had no indication of the entitlement for staff

Costs

When staff undertake study, the employer sometimes covers the associated costs and we looked for how this was set out in Public Service collective agreements.

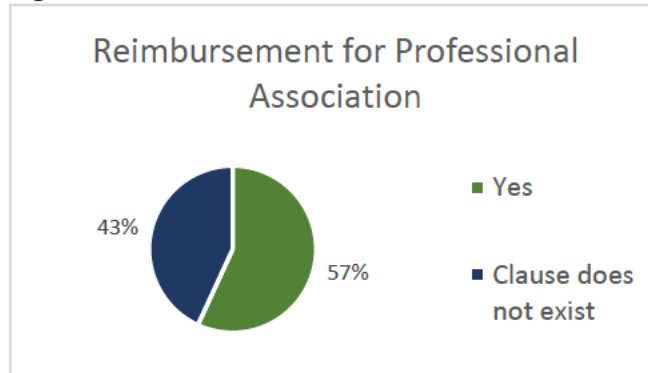
In about half of all agreements (51 percent) covering about 70 percent of FTE, the cost of courses “may” or “could” be paid by the employer – in part or full. We found:

- Two examples of agreements which specified that costs were partially covered or there was a maximum which could be covered
- 12 percent of agreements expressed that costs of study was held in their policy
- 33 percent were silent on costs of study

Reimbursement for Professional Association

Many public servants require membership to a professional association (e.g., legal, medical, or accounting), to be able to adequately perform their role. In such scenarios both parties, (employees and employers) require staff hold the relevant membership or certification for the position they hold.

Figure 49: Reimbursement for Professional Association



- 57 percent of agreements include a provision for reimbursement for membership in a professional association where this is required

Sabbatical

We found that 16 percent of agreements included the provision of sabbatical leave. All others were silent.

5.17 Cessation Leave

Cessation leave is additional leave paid when someone leaves employment for any reason. It is related to retirement leave in that it recognises staff have undertaken service with the employer but are not yet retiring.

- 14 percent of agreements provide for current cessation leave, although as with retirement leave many other agreements offer this as a legacy provision

5.18 Union Leave

Union leave takes two forms:

- Meetings
- Delegate leave, or Employment Relations Education Leave

“Meetings” leave is for members to attend union specific meetings, typically a small number of hours, once or twice per year.

Delegate leave, and Employment Relations Education Leave (EREL) are leave types for delegates (rather than all members) and supports delegates to perform their union duties.

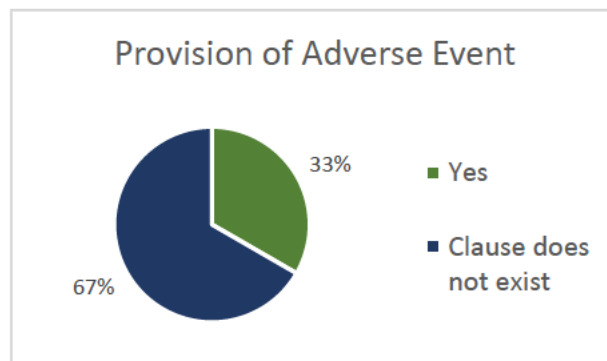
- 86 percent of agreements provide union meetings leave, and 86 percent provide Delegate or EREL leave
 - 80 percent of all agreements, covering 94 percent of FTE provide both union meetings and Delegate or EREL leave
 - We identified three agreements which provide one, but not the other
- 14 percent provide neither meeting, nor delegate, leave

5.19 Adverse Events

An “Adverse Event” is typically a civil emergency, natural disaster, or some other large-scale event (such as a pandemic) which would prevent people from working in their usual place of work (e.g. the office). Some employers may offer Special Paid Leave in some circumstances in an adverse event.

Provision

Figure 50: Provision of Adverse Event



33 percent of agreements as at 31 March 2022 include a provision related to adverse events. Adverse events clauses are absent from all other agreements.

Special Leave Discretion

There are typically two forms of discretion available to agencies when considering an adverse event. The first is discretion over whether an adverse event has occurred, and the second is whether there is discretion about the payment of special leave (i.e., paid leave in addition to other leave entitlements) if it has been determined that an adverse event has occurred.

For this section, we are concerned with the second form of discretion. It is the Commission's current position that agencies should retain discretion over the payment of special paid leave once an adverse event is determined. When an adverse event is determined:

- 12 percent of all agreements (slightly over a third of agencies with adverse events clauses) specify that the employer retains discretion regarding whether special paid leave will be provided or not
- A further 10 percent of all agreements do not have this discretion (in other words, special leave *will* be paid when an adverse event is determined)
- The remaining agreements were not otherwise able to be coded, due to being held in policy or because there were multiple options available depending on specific circumstances, e.g. there is no discretion in the circumstance that the office is closed (special leave is paid), otherwise there is discretion

Employee Expectations

If special paid leave is to be paid on the grounds that staff are willing but not able to work from the office or at home, it is possible for staff to also have an expectation to ensure that they are able to work from home "just in case". For example, by ensuring they take a work laptop home with them.

This expectation was not common, with 6 percent of agreements (about 20 percent of agreements which include an adverse event clause) including an expectation on staff.

Adverse Event clauses over time

Given current events, we have looked at whether the prevalence of adverse event clauses have changed over time.

- On 01/03/2020, 16 percent of agreements included a clause for adverse events
- By 01/03/21, 26 percent of agreements included an adverse events clause, an increase of 10 percentage points, and one potentially influenced by the arrival of COVID-19 in New Zealand in early 2020, and the associated pandemic notice and lockdowns

The proportion of agreements which include an adverse event clause has approximately doubled in the last two years. We will continue to monitor for this trend in the coming years.

Public Service Terms and Conditions

A report on the content of Public Service Collective

Agreements

Te Kawa Mataaho Public Service Commission

Alofa Aberdein-Tapuai

Tim Newton-Howes

Date of data: 31 December 2022

Published: 11 December 2023

TOPIC 8: LEAVE	88
THE PUBLIC SERVICE LEAVE MAXIMA	88
8.1 ANNUAL LEAVE (AL)	89
8.2 DEPARTMENTAL DAYS	92
8.3 SICK LEAVE (SL)	94
8.4 BEREAVEMENT LEAVE	98
8.5 FAMILY VIOLENCE LEAVE	100
8.6 PARENTAL LEAVE (PL)	101
8.7 LONG SERVICE LEAVE	106
8.8 RECOGNITION OF PREVIOUS SERVICE FOR LEAVE ENTITLEMENTS	110
8.9 RETIREMENT LEAVE	114
8.10 VOLUNTEERS LEAVE	115
8.11 WELLNESS/WELLBEING LEAVE	117
8.12 JURY SERVICE LEAVE	118
8.13 CULTURAL LEAVE	118
8.14 STUDY LEAVE	119
8.15 UNION LEAVE	121
8.16 ADVERSE EVENTS	122

Topic 8: Leave

Leave is paid, or unpaid, time away from work and during which there is no expectation to perform work. Most legislative forms of leave have been coded, such as annual leave, sick, parental and bereavement leave but other forms of leave that commonly exist have also been coded.

Leave types coded in this report are:

- I. [Annual leave](#)
- II. [Departmental leave](#)
- III. [Sick leave](#)
- IV. [Bereavement leave](#)
- V. [Family violence leave](#)
- VI. [Parental leave](#)
- VII. [Long service leave](#)
- VIII. [Retirement leave](#)
- IX. [Cessation leave](#)
- X. [Volunteers leave](#)
- XI. [Wellness/wellbeing leave](#)
- XII. [Jury service leave](#)
- XIII. [Cultural leave](#)
- XIV. [Study leave](#)
- XV. [Union leave](#)
- XVI. [Adverse events](#)

The Public Service leave maxima

In 2009 Cabinet agreed that maximum leave provisions would apply for Public Service employees. These maxima were:

- Annual leave: entitlement of 25 days per annum, inclusive of the statutory minimum four weeks annual plus five days of other leave after completing five years of service.

- This leave may include departmental, community, wellness, and any other annual leave.
- Sick leave: entitlement of 10 days sick leave, including care for dependents, for each of the first two years of service, 15 days per annum thereafter with a maximum accumulation of 260 days.
- Long service leave: entitlement of two whole weeks after 10 years of employment and one whole week after every five years continuous service thereafter.

Where entitlements exceeded the maxima, there was no obligation to bargain these out to reach a lower entitlement. Some current entitlements which exceed the maxima only do so because they predate this decision.

This report includes discussion on the “common leave maxima” where it applies to specific leave entitlements, but it is worth noting that many Public Service employers provide leave matching the maxima.

8.1 Annual leave (AL)

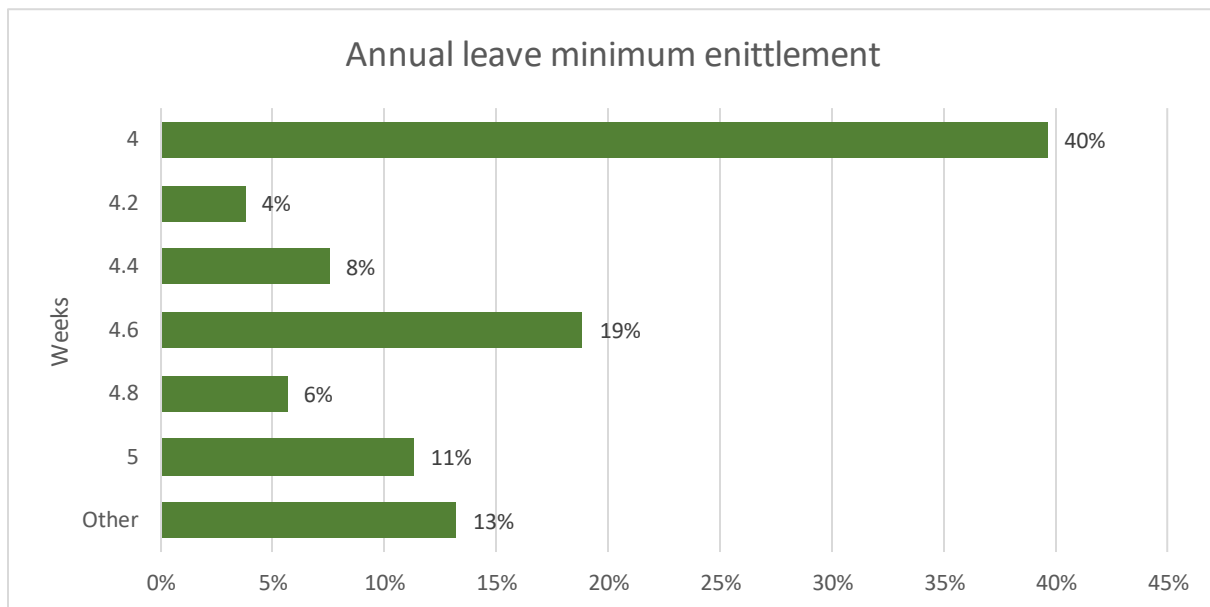
Legislation provides an entitlement for four weeks of annual holidays per year for all employed staff, provided after every 12 months of continuous service. However, it is common for public servants to be entitled to more annual leave.

Note, there is a close relationship between annual leave and [departmental days](#) (below), but for this section our analysis only looks at annual leave entitlements as written in agreements.

Annual leave minimum entitlement

Many of the coded collective agreements indicate four weeks as their minimum annual leave entitlement. However, there was quite a spread across collective agreements, with each whole-day option from 20 to 25 days (four weeks to five weeks) present in at least one agreement.

Figure 44: Annual leave minimum entitlement



Public Service minimum annual leave entitlements, by percentage of agreements, is:

- forty percent specified a minimum four-weeks AL
- two agreements specified a minimum AL entitlement of 4.2 weeks (i.e., 21 days)
- eight percent specified 4.4 weeks as the minimum AL entitlement
- nineteen percent specified 4.6 weeks as the minimum AL entitlement
- six percent specified 4.8 weeks as the minimum AL entitlement
- eleven percent specified five weeks as the minimum AL entitlement.

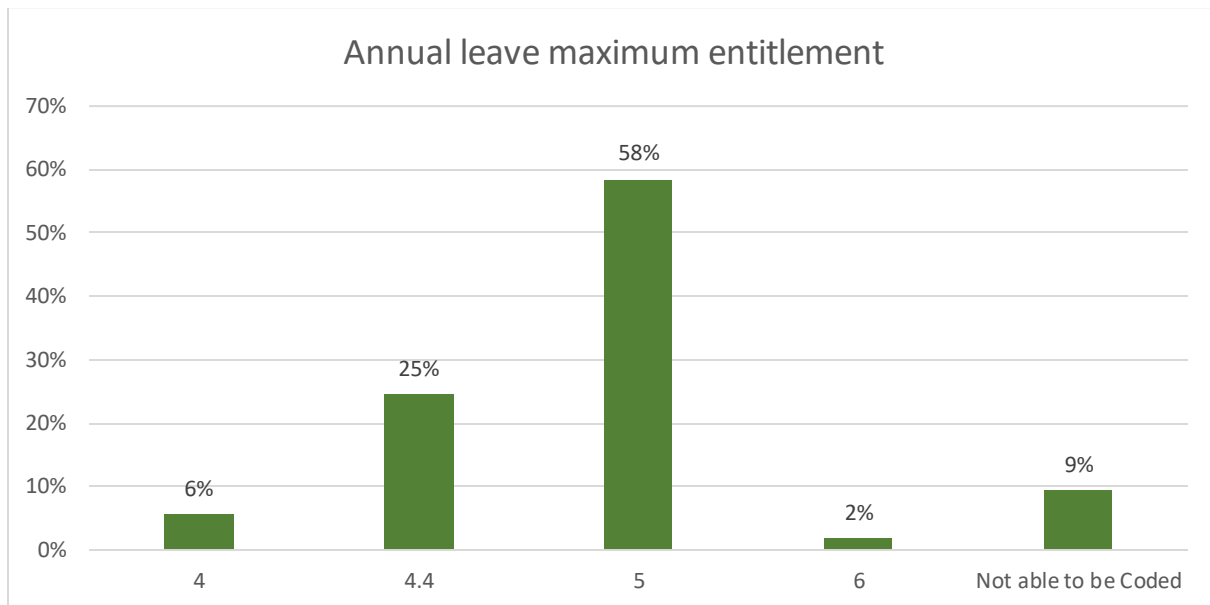
Most of the remaining 13 percent are agreements where there are different minimum entitlements for different workforces covered by the same agreement. Also included in the remainder is one agreement which is unique in that it is agreed annual leave will be paid as a percentage instead of in weeks due to the nature of the work.

No agreements provide a minimum annual leave entitlement above 25 days / five weeks.

Annual leave maximum entitlement

Maximum AL entitlements are more consistent than minimum AL entitlements.

Figure 45: Annual leave maximum entitlement



- Six percent of agreements which stated this as four weeks, not increasing from the minimum.
- A quarter of agreements provide a maximum entitlement of 4.4 weeks.
- The majority of agreements (58 percent) provide for five weeks maximum entitlement.
- One agreement provides six weeks.
- Nine percent were not able to be coded for similar reasons to those for minimum AL entitlements, including where two agreements provide an additional five-days AL on top of the maximum for some workforces.

As noted elsewhere (see [shift leave](#)) there is some variation in annual leave entitlements for staff who work shifts, although this is not common.

Time to reach maximum annual leave entitlement

In most agreements (87 percent) annual leave entitlements increase after some period of service, such as provided for in the leave maxima. Nearly two thirds (62 percent) align with the leave maxima by providing a higher annual leave entitlement after five years' service.

- We found that nine percent of agreements provide a higher entitlement after service of between one and four-years.
- Eleven percent of agreements specified this time as six years, although it is possible that this is a technical qualification due to annual leave entitlements becoming effective at the end of each 12-month period of service (i.e., these entitlements may have no practical difference to those which provide maximum entitlements at five years).
- There were two agreements which specified different thresholds for maximum entitlement for different workforces and bands.

Thirteen percent do not offer an increasing entitlement based on service; the starting entitlement is the ongoing entitlement.

Anticipation

There is currently no legislative entitlement to allow staff to take annual leave which they have not yet become entitled to.

Most agreements (60 percent of agreements, 74 percent of FTE) specify that staff can anticipate either “half” of their annual leave entitlement (for example, two weeks initially, increasing to just over two weeks after five years’ service) or specifically noted that this was a discretionary entitlement. We intend to expand our coding in coming surveys to account for this.

Across other agreements:

- nine percent specified that two or more weeks could be anticipated
- six percent allow anticipation of annual leave but did not elaborate any further regarding the entitlement; detail may be held in policy
- twenty-five percent of agreements did not provide for anticipated annual leave.

No agreements stated that staff could not anticipate annual leave.

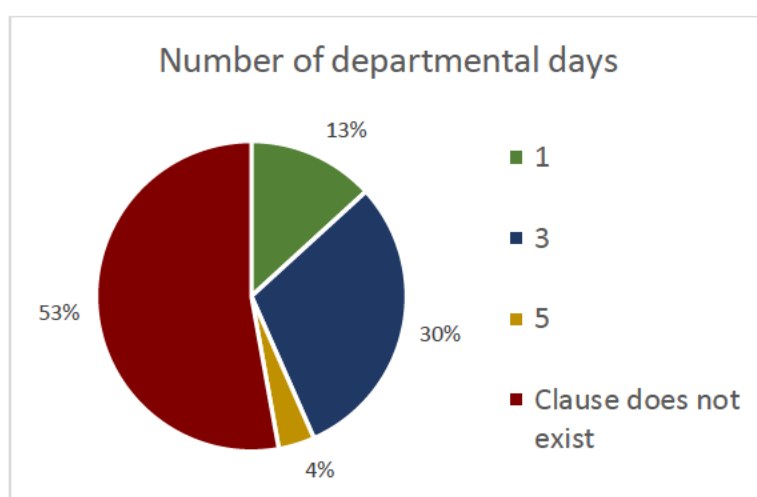
8.2 Departmental days

Departmental days are additional days of leave provided at times specified by the employer, for example, leave on the non-public holidays between 25 December and 1 January. This is not a

legislative leave type but is reported here due to its close link to annual leave. The leave maxima for annual leave includes any departmental days provided.

Number of departmental days

Figure 46: Number of departmental days



Just under half of Public Service agreements (47 percent) provide departmental days.

- Thirteen percent specified the provision of one day.
- Thirty percent provide three days.
- Two agreements specified the provision of five departmental days.

Timing of departmental days

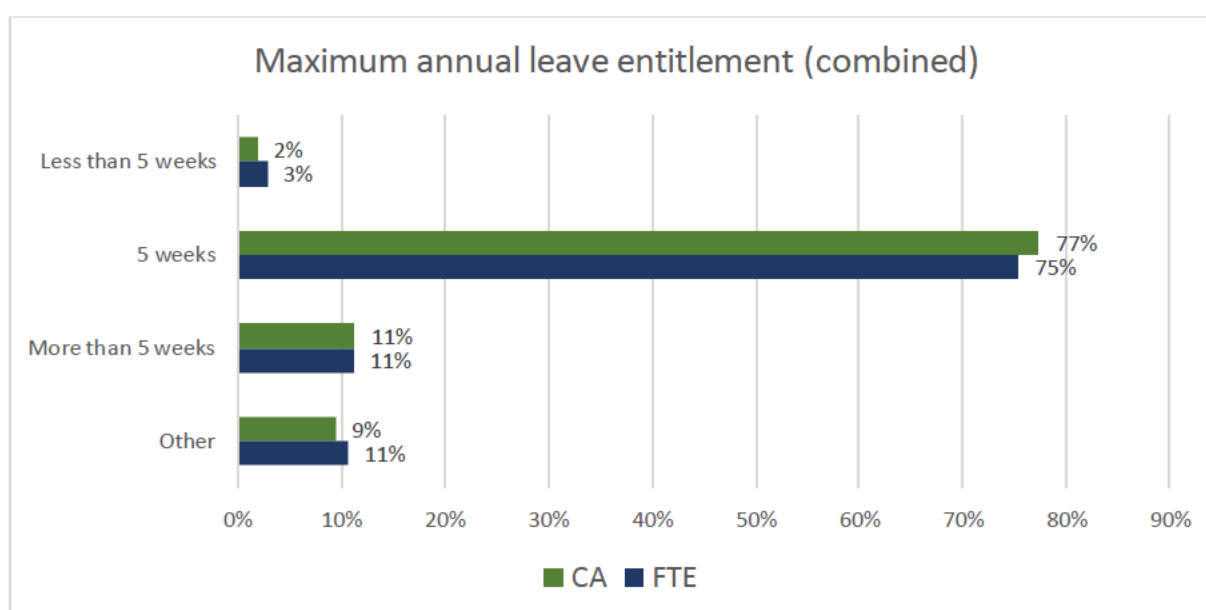
Thirty-six percent of all agreements (about two thirds of agreements which include departmental days) have departmental days that occur during the typical December closedown period (27 December to 31 December), while nine percent specified the timing as being at the chief executive's discretion.

One agreement specified that of its five departmental days provided, three days are to be taken during the December closedown period and the other two “may be taken in reasonable time.”

Leave maxima (annual leave and departmental leave)

As noted, the 2009 leave maxima for annual leave includes any provision of departmental leave. Thus, both five weeks annual leave, and 4.4 weeks annual leave plus three days departmental leave are at the maximum five weeks entitlement. We have assessed each agreement's maximum annual leave entitlement and their number of departmental days against the leave maxima.

Figure 47: Maximum annual leave entitlement (combined)



Most agreements provide a maximum combined annual leave and departmental day entitlement that meets the leave maxima (setting aside other entitlements such as wellness leave if they exist). Eleven percent of agreements provide more than this, and one agreement provides less.

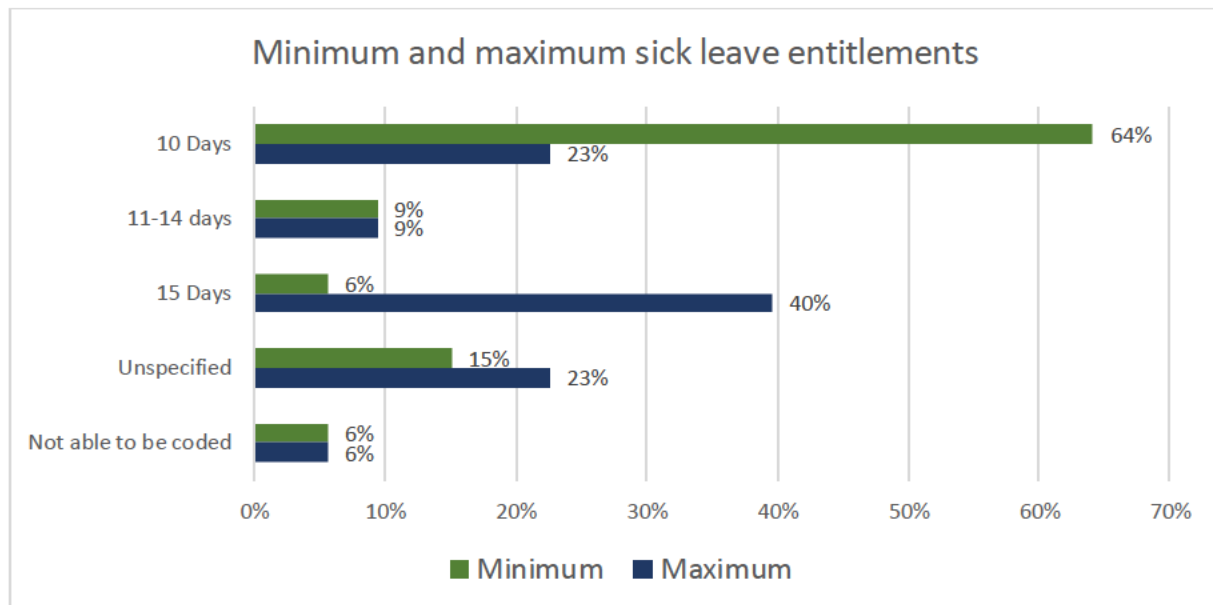
8.3 Sick leave (SL)

Sick leave is a legislative entitlement. Prior to an amendment to the Holidays Act in 2021 employees were entitled to five days of sick leave per year from six months service. The 2021 amendment increased that entitlement to a minimum of 10 days sick leave for all employees.

Like annual leave, most public servants are entitled to more than the legislative minimum, if not from day one of employment, then after some period of service.

Minimum entitlement

Figure 48: Minimum and maximum sick leave entitlements



Most agreements (64 percent) provide a minimum sick leave entitlement of 10 days, the maximum allowable for the first two years under the leave maxima.

- Nine percent provide between 11- and 14-days sick leave.
- Six percent provide exactly 15 days leave.
- Fifteen percent provide unspecified⁸ entitlements to sick leave.
- Six percent of agreements were not able to be coded as they operated the old Public Service model or specified differing entitlements for different roles.

⁸ Note that “unspecified” is not always the language used in agreements. Rather than coding for each of the variations, we use “unspecified” as a term to group all sick leave entitlements which are “unlimited,” “discretionary,” “as required,” “actual and reasonable,” or “unspecified.”

Maximum sick leave entitlement

Maximum sick leave entitlements vary more widely than minimum sick leave entitlements. The most common entitlement (in 40 percent of agreements) is a maximum entitlement of 15 days.

- Twenty-three percent provide 10 days.
- Nine percent provide between 11-14 days.
- Twenty-three percent provide sick leave on an unspecified basis. This is higher than for minimum entitlements as a small number of agreements provide a numerical entitlement initially, but then increasing to unspecified after some period of service.
- Again, six percent of agreements had maximum sick leave entitlements which could not be coded.

Time to reach maximum sick leave entitlement

Public servants' sick leave entitlements increase after two years' service in half (49 percent) of agreements. In nearly as many agreements (42 percent of the total) there was no tenure-based increase to sick leave entitlements, including agreements providing unspecified sick leave from year one. Additionally, four agreements were coded differently to zero or two weeks, one each for:

- maximum entitlement provided after one year of service
- maximum entitlement provided after three years' of service
- maximum entitlement provided after 30 years' of service (under the old Public Service model)
- silent on the time to reach maximum entitlement.

Maximum sick leave accumulation

About three quarters of all agreements include entitlements relating to sick leave accumulation. Most of these (64 percent overall, or 85 percent of agreements with accumulation) allow sick leave to be accumulated to a maximum of 260 days, the maximum value within the leave maxima (this is approximately one full year of sick leave).

- Two agreements indicated a value between 100-200 and one agreement allows more than 260 days accumulation.

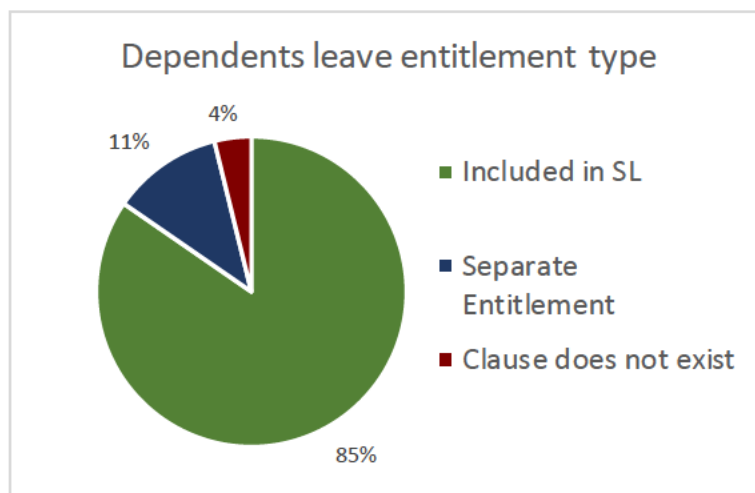
- We found two examples where agreements just stated that unused sick leave is accumulated but did not provide a maximum accumulation.
- One agreement was not able to be coded due to operating via the old Public Service model.

Sick leave for dependents

Dependents leave is leave taken when a dependent is unwell, and as a result the staff member is unable to attend work, e.g., when a child is unwell. Dependent leave is mentioned in all-but-two collective agreements.

Entitlement type

Figure 49: Dependents leave entitlement type



- Most collective agreements (85 percent) allow dependents leave to be taken from an employee's sick leave entitlement.
- Eleven percent of agreements provided for dependent leave as a separate entitlement from staff sick leave entitlement. In all such cases staff receive a total sick leave entitlement (including dependents leave) above the leave maxima.

Size of entitlement

While most staff use their sick leave entitlements for dependents leave, it is also common for collective agreements to specify a maximum amount of leave which can be used for dependents leave.

- Eighty-seven percent of collective agreements provide at least 10 days dependent leave with the majority providing exactly 10 days.
- Eight percent were not able to be coded as they specified that this as operated on an actual and reasonable basis or operated via the old Public Service model.

The remaining six percent did not reference dependents or family sick leave. It is likely that other agencies will operate sick leave policies to support staff taking sick leave to care for dependents, even if this is not explicit in the collective agreement.

Leave maxima (sick leave)

Assessing both the initial and subsequent entitlements for sick leave, the most common pattern identified was the provision of 10 days which increased to 15 days after two years' service, accumulating to a maximum of 260 days as per the maxima. This is the maximum allowed under the 2009 leave maxima.

We can identify that 28 percent of agreements provide maximum sick leave entitlements in excess of the maxima, whether it is the provision of leave on an actual and reasonable basis or agreements which provide a separate entitlement for dependent leave. This analysis has not considered entitlements which exceed but predate the maxima; at the time the maxima was agreed there was no requirement to "bargain down" to the maxima if the terms which applied at the time were in excess.

8.4 Bereavement leave

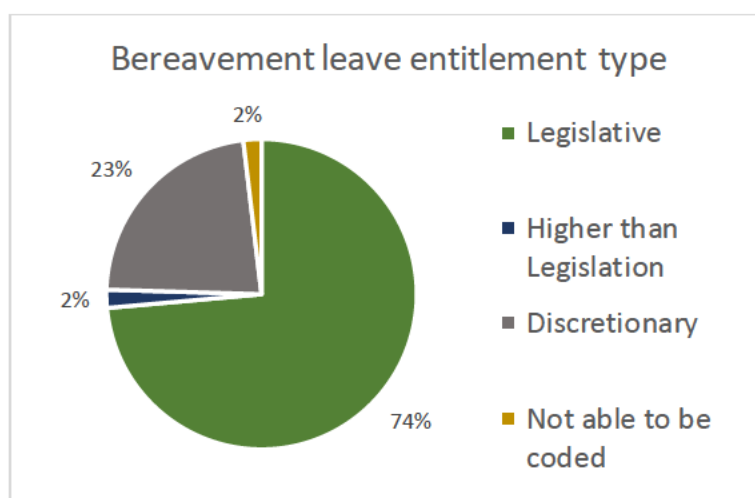
Bereavement leave is a legislative entitlement of three days leave on the death of an employee's close relative which includes the end of a pregnancy by way of a miscarriage or still birth. The legislation also includes a legislative entitlement of one day leave for the death of any other person (where the employer accepts a bereavement has occurred).

For the purposes of bereavement leave, the employer will consider the closeness of the association between the employee and the deceased and any cultural responsibilities of the employee in relation to the death.

All agreements surveyed include bereavement leave clauses.

Entitlement type

Figure 50: Bereavement leave entitlement type



- About three quarters of all agreements (74 percent) provide staff with the legislative entitlement of three days for bereavement.
 - While this is the entitlement provided in the agreement, it is worth noting that it is extremely common for agreements to state both the legislative entitlement and note a discretionary element also. For example, an agreement might state that the employee is entitled to leave under the Holidays Act, but may be granted additional time off, and encourages the employee to speak with their manager.
- Twenty-three percent of agreements specify bereavement leave on a purely discretionary basis without referencing the legislation.
- We identified one agreement which provided a bereavement leave entitlement that was higher than the legislation (five days), and one further simply stated that bereavement leave was available but not what the entitlement was.

Cultural consideration

Almost all collective agreements indicate that cultural consideration will apply when agreeing a duration of bereavement leave. This usually consists of the employer agreeing to discharge its duties in a “culturally sensitive” manner, considering the obligations of the staff member and the time required to discharge their responsibilities.

We identified two agreements where there was no such consideration written into the agreement.

Unveiling leave

Unveiling leave is time given for staff to attend the unveiling of a headstone and any related ceremonies or events. Generally, this is some time after a bereavement occurs.

Across agreements, 83 percent explicitly mention providing unveiling or hura kōhatu, leave, usually as one day paid leave in addition to other bereavement leave entitlements.

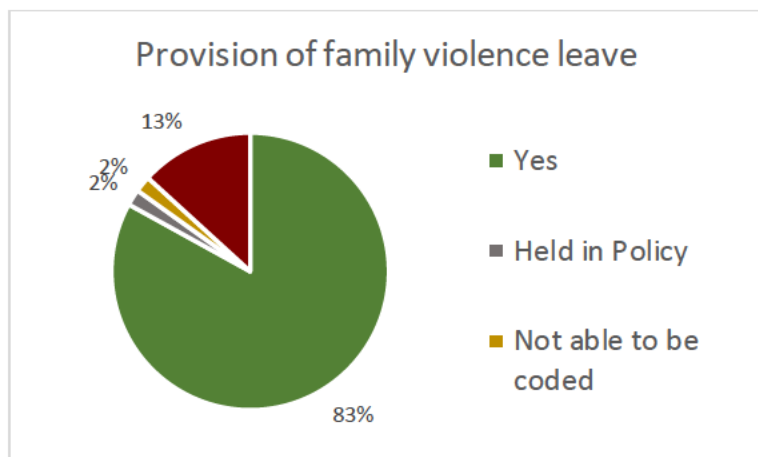
The remaining 17 percent are silent on whether bereavement leave can be used for an unveiling or not.

8.5 Family violence leave

An employee who has been affected by family violence is legislatively entitled to leave up to 10 days in each 12-month period. Any family violence leave cannot be carried forward and an employer may require proof that an employee is affected by family violence for leave to be taken.

Family violence leave provision

Figure 51: Provision of family violence leave



Three quarters of all agreements (83 percent) specifically provide for family violence leave. Thirteen percent do not include the provision of family violence leave, and the remaining two agreements either indicated this entitlement was held in policy, or was not able to be coded.

Entitlement

Across the coded agreements, 60 percent provide family violence leave according to the legislative amount of 10 days, and a further 15 percent exercise this provision on a discretionary basis. As with bereavement leave, when the stated entitlement matches the legislation, it is not uncommon for a potential discretionary entitlement to also be provided.

- Eight percent of agreements specify that family violence leave entitlements are held in policy.
- Seventeen percent of agreements were silent on the family violence leave entitlement type.

8.6 Parental leave (PL)

Parental leave, or primary carer leave, is available for employees who will have primary responsibility for the primary care of a child under six years on a permanent basis. A period of up to 26 weeks can be taken and must be continuous.

Collective agreements typically have extensive conditions for parental leave, including setting out what it is, who can take it, when it's taken, how it's notified, how return to work operates, protection of an employee's role while they are on parental leave, and so on.

For the purpose of this report, we have focused on staff entitlements during and after parental leave, rather than operational clauses.

Ex-gratia payment

It is common for a payment made to parents who have taken an extended period of parental leave without pay. These are commonly called “ex-gratia” payments. Traditionally this was seen as a way to encourage staff to return to work after having/adopting children, and it is common in the Public Service.

Provision

Across all the collective agreements in our database, 85 percent include the provision of an ex-gratia payment.

- A further six percent of agreements indicated that this was held in policy.
- Nine percent of agreements did not offer an ex-gratia payment.

Value

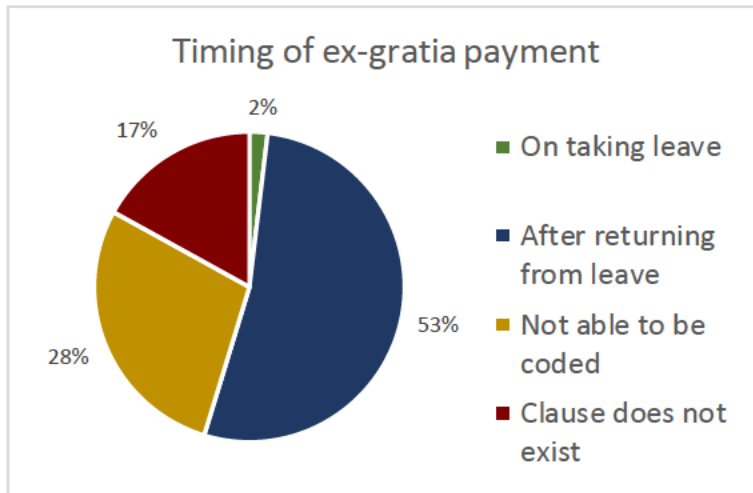
Where an ex-gratia payment is offered it is either at six weeks' pay, or 6.4 weeks' pay.

- Seventy-four percent of agreements (87 percent of agreements which offer ex-gratia payment) provide a payment of six weeks.
- Eleven percent of agreements (13 percent of agreements which offer ex-gratia payment) provide a payment of 6.4 weeks. It is worth noting that these 11 percent of agreements cover 23 percent of FTE (total).

Timing of provision

Historically, ex-gratia payments were seen as a way to encourage staff back into the office after a period of leave and would be paid after returning to work. This remains common, but some variation is emerging.

Figure 52: Timing of ex-gratia payment



- Fifty-three percent grant an ex-gratia payment only after an employee has returned to work and completed a specified length of service - commonly six months.
- Twenty-eight percent of agreements (covering 41 percent of FTE) include an ex-gratia payment and provide various options for how staff can receive this payment, including receiving it after returning from leave as a lump sum or opting to receive it in fortnightly increments upon return.
- We found no examples of agreements that specified that the payment is made in full when the employee returns to work.
- One agreement specified that the payment is made when the leave is initially taken.
- Seventeen percent of agreements do not include a timing clause.

Salary top-up while on paid parental leave

Staff taking unpaid parental leave to care for a child are entitled to parental leave payments from the Government, administered by Inland Revenue. These payments will match employees weekly pay up to a maximum of (at the time of writing) \$712.17 per week. Employers could choose to “top up” their employee’s pay between the maximum Government payment and their standard pay. For example, if a staff member normally received \$800 per week, the value of the top up would be \$82.83 per week.

We found one example of an agreement which provided a top up payment in addition to the statutory paid parental leave payment.

Several agreements allow staff to choose to receive their ex-gratia payment via a top up while they are on parental leave. We do not consider these clauses a true “top up” and have not included them in this analysis because it is not a separate entitlement; the ex-gratia payment is available at another time if preferred.

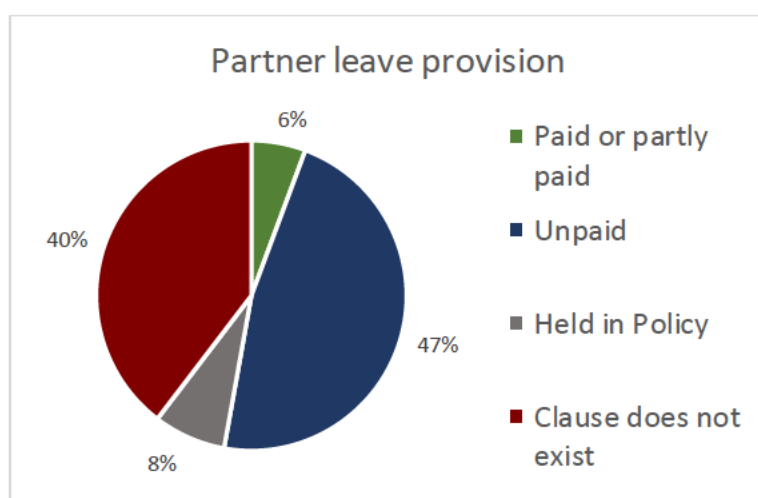
Partner leave

Partner leave is a legislative entitlement of two weeks unpaid leave where an employee is the spouse or partner of the primary carer of a child, assumes responsibility for the care of that child, and meets the 12-month employment service period.

Provision

Unlike parental leave terms and conditions, which are present in most Public Service collective agreements, terms and conditions relating to partner leave are varied. Approximately two thirds of agreements (60 percent) include a provision on partner leave.

Figure 53: Partner leave provision



- About half (47 percent) of agreements specified that partner leave was unpaid.

- Three agreements provide for at least some paid partner leave, with one of these providing mixed option (one week paid, one week unpaid), and the other two providing full payment for two weeks.
- A further eight percent indicate partner leave entitlements are held in policy.

Flexible return to work

We looked for whether agreements provided specific reference or provision for staff to return to work after parental leave on a flexible basis. Most (87 percent) did not. A small number of agreements (six percent) do provide for this, and the remaining eight percent explicitly indicated there was an option to return to work flexibly, using the same conditions as their general flexible working clause.

We anticipate that most agreements would extend “normal” flexible working provisions to staff returning to work after parental leave but have not referenced this in the parental leave sections of the agreement.

Pay progression on parental leave

Progression rounds in the Public Service typically occur at a fixed time, usually 1 July annually. There is an open question about whether staff on parental leave receive progression if they are away from work at the time of a progression round.

We are aware that this is referenced in some collective agreements in the wider public sector. However, we found that no Public Service collective agreement referenced how progression is handled for staff on parental leave.

Annual leave paid at ordinary rates

Employees continue to accrue annual leave while they are on unpaid parental leave. However, while annual leave is typically paid at the higher of ordinary pay or average pay, there is currently a legislative “override” to this when staff return from parental leave. When staff return, the leave they have accrued is paid at their average rate by default, and typically this is much lower than their ordinary rate after a period of leave without pay.

Despite the legislative override, many employers choose to pay the higher of average or ordinary wage in this circumstance.

- Half of all collective agreements (49 percent) include an entitlement to annual leave paid at the higher of average or ordinary rates on return from parental leave.
- Additionally, one collective agreement stated that annual leave will be paid “as paid leave as per the Holidays Act” on return from parental leave, which we interpret to mean as the **lower** of average or ordinary wages.

All other agreements were silent on how annual leave would be paid after return from parental leave. We note that there is ongoing policy work in this space. If [recommendations](#) are introduced then the override would be removed from legislation.

8.7 Long service leave

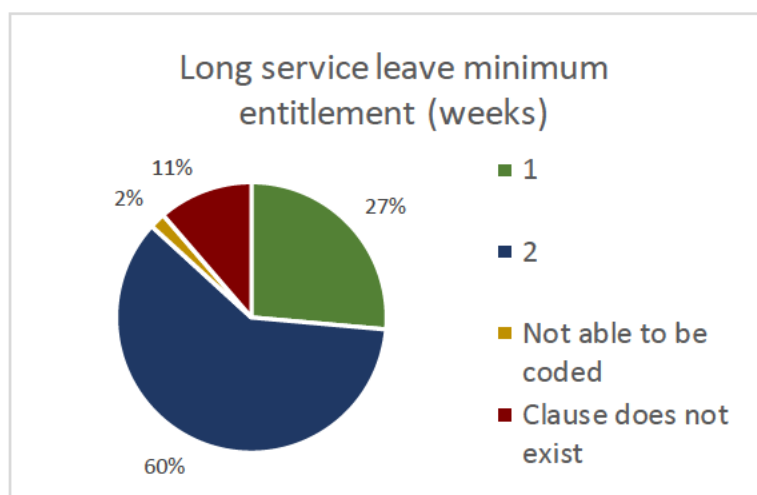
Long service leave is additional paid leave in recognition of long service. Long service leave is provided as an entitlement in weeks of leave, with an initial entitlement after a number of years’ service, and subsequent/ongoing entitlements for further service.

Most Public Service collective agreements (89 percent) include the provision of long service leave, a slight reduction from 92 percent when we last reported.

Minimum entitlement

The initial, or minimum, entitlement to long service leave minimum entitlements is typically either one or two weeks.

Figure 54: Long service leave minimum entitlement



Consistent with the agreed leave maxima, most agreements (60 percent) provide two weeks long service leave as an initial entitlement.

- Twenty-seven percent have a minimum entitlement of one week.
- One agreement provided long service leave as a percentage payment instead of paid leave.

Previously there had been a small number of agreements which provided an initial entitlement of four weeks. These clauses no longer appear in our coding as minimum entitlements have been reduced and brought forward.

Years for minimum entitlement

Consistent with the leave maxima, 66 percent of agreements state that employees are eligible to receive their first long service leave entitlement after completing at least 10 years of service.

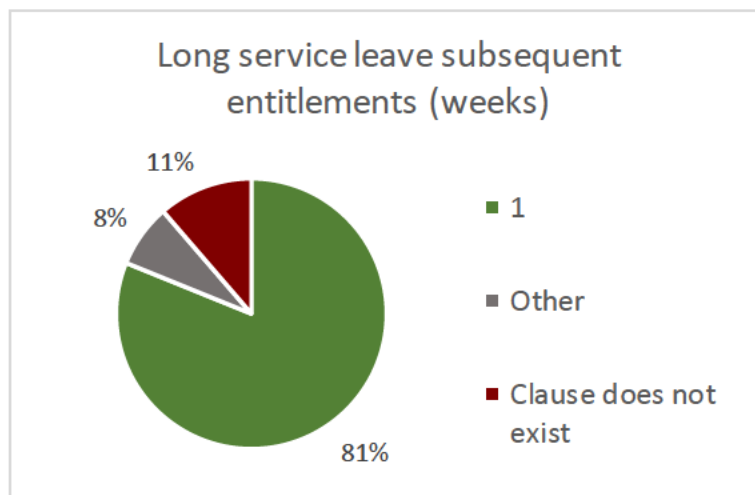
- Twenty-three percent of agreements provide for the first long service entitlement after five years.

Previously there had been a small number of agreements which provided an initial entitlement after 20 years of service. These clauses no longer appear in our coding.

Subsequent entitlements

As noted, most agencies that offer long service leave provide an initial entitlement (as above) and then additional entitlements based on a further length of service.

Figure 55: Long service leave subsequent entitlements (weeks)



All agreements which have a long service provision have a subsequent entitlement and for most of these agreements, the subsequent entitlement is one week. This is the case in 81 percent of agreements overall.

The remaining 19 percent includes:

- Eight percent of agreements which could not be coded. This includes where subsequent entitlements only apply to certain bands, and where milestone long service leave is provided on top of “normal” entitlements. For example, initial entitlement of two weeks after 10 years’ service, and subsequent entitlement of one week for subsequent five years’ service. Additionally, at 20 years’ service an additional one week leave entitlement is provided.
- Eleven percent of agreements which do not have a long service provision.

Years for subsequent entitlements

Frequency of subsequent entitlements is highly aligned to the leave maxima. Eighty-seven percent of agreements provide for additional entitlements after a further five years' service (since receiving the previous entitlement).

- In every case where the subsequent entitlement was one week, that week was provided after five years' further service.
- In one agreement, two weeks initial long service leave is provided at 10 years' service, and then further entitlement of two weeks is provided at 20 years' service (a gap of 10 years' service for subsequent entitlement), followed by one week for every five years' service.

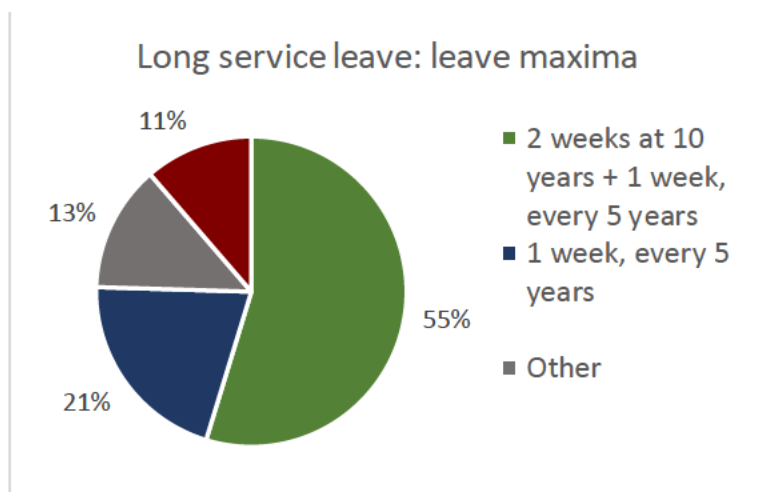
Maximum entitlement

Most agreements do not limit long service leave, so additional weeks can continue to be earned so long as service remains continuous. Eight percent of agreements provide a maximum entitlement, including agreements in which long service leave is a one-off entitlement and others which do not offer any subsequent leave entitlements after a certain length of time has been reached. The maximum entitlement is typically reached at 20 years' service.

Patterns of long service leave

We have been able to assess different patterns of entitlements, identifying common combinations of long service leave conditions.

Figure 56: Long service leave: leave maxima



By far the most common two combinations, accounting for approximately 76 percent of agreements, are:

- two weeks after 10 years and one week after every five subsequent years, without limit
- one week for every five years' service, without limit.

The first of these options matches the cabinet approved leave maxima, while the second provides an equivalent entitlement to leave in the long term, but the timing of the first entitlement is exceeding the maxima.

- All other agreements offer different variations of patterns/operations of long service leave (for example, two weeks after 10 years, one week after five years, but with a limit at 20 years total), or do not provide it at all.

8.8 Recognition of previous service for leave entitlements

We have also looked at how, and under what conditions, previous work is recognised for service calculations. This applies to leave entitlements with a service element; annual, sick, long service and parental leave entitlements.

We have simplified our analysis to look at recognition for the following specific sectors:

- Public Service, including legacy agencies

- Education sector
- Health sector
- Wider public sector

Recognition of service entitlements are generally extremely complex to code, with significant variation across agencies in what is recognised, and how it is recognised between agreements.

We have found that where previous service is recognised, it is usually recognised equally for annual sick, long service, and parental leave within each collective agreement. Sometimes this is written as recognising service for “leave” generally, rather than detailing each kind of leave.

Given the complexity of the analysis here, we will highlight themes of service recognition rather than detailing each variation that exists.

Across agreements we found that it was common to recognise previous service in the Public Service for the following leave entitlements:

- seventy-two percent of agreements for purpose of annual leave
- sixty percent of agreements for purpose of sick leave
- forty-seven percent of agreements for purpose of parental leave
- seventy-five percent of agreements for purpose of long service leave.

It was also common to see the recognition of previous service with agencies in other parts of the public service. Most commonly this is Crown entities, excluding the health sector (DHB’s) and education sector. We also found that service at Parliamentary Service is often recognised:

- sixty-two percent of agreements for purpose of annual leave
- fifty-three percent of agreements for purpose of sick leave
- forty-seven percent of agreements for purpose of parental leave
- sixty-eight percent of agreements for purpose of long service leave.

Service at legacy agencies is usually explicitly recognised, where relevant.

The only agreements to recognise previous service within the education sector was the Ministry of Education and Education Review Office agreements. For a similar reason (sector relevance), the Public Service Collective Agreement Terms and Conditions (December 2022)

only agreements which recognised previous service within the health sector were those at the Ministry of Health.

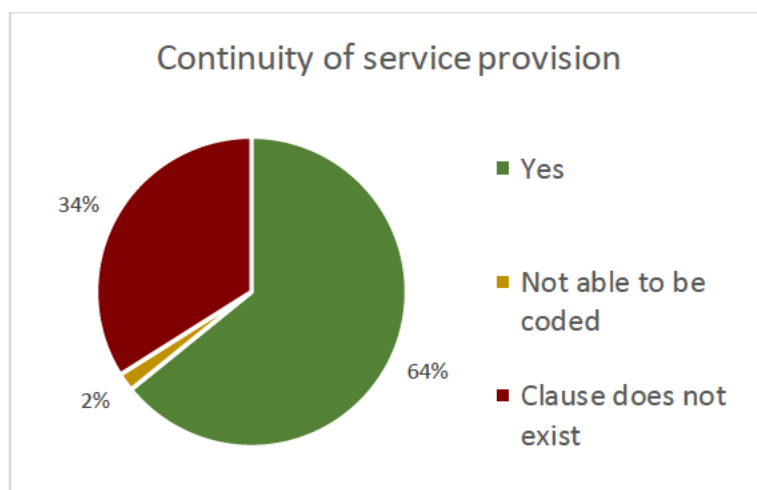
Overall, we found that about half of all agreements (49 percent) recognised previous service in full with both the Public Service and select other public sector agencies. The other half offered some variation on this.

Continuity of service

Recognition of service, above, relates to the agencies at which service will be recognised. By comparison, continuity of service refers to whether service before a break (e.g., leave or other employment) is considered “continuous” with current employment, or not. There are two matters to set out initially:

- We found genuine discrepancies in how continuous service is used in the public service, particularly regarding how it differs from interrupted and the recognition of service. This has made coding continuity challenging.
- There is a separate question about whether service needs to be continuous to be recognised, and this was beyond the scope of this project.

Figure 57: Continuity of service provision



Sixty-four percent of agreements provide a continuous service clause and one agreement was not able to be coded as we could not reconcile the definition used in that agreement with that used in other agreements. All other agreements have no clause regarding this.

Maximum break

This is the maximum break an employee can take before their service is no longer considered ‘continuous,’ and therefore service is broken.

We found that, for service to be considered continuous:

- Twenty-eight percent of agreements (16 percent of FTE) allow a break of no more than one month.
- Nine percent of agreements allow a break of no more than three months.
- Nineteen percent of agreements allow a break of no more than 15 months. It is possible that, in practice, a break of this long is considered an interruption of service, rather than continuous service, but the language of the collective agreement is unclear on this point.
- Nine percent of agreements specify allowing breaks of other lengths, e.g., four weeks, or were not able to be coded as the maximum break varied within the agreement for different workforces.

The remaining 34 percent did not include continuous service clauses.

Parental leave exception

When parental leave has been taken, it does not break service but may interrupt it. This allows for staff to take a break from employment for a number of years for the purpose of parenting without the period of total service resetting.

Forty percent of agreements specify that parental leave does not represent a break in service.

All other agreements did not reference this (or had no continuous service clause).

Recognition of service prior to redundancy

Where an employee’s service has ended in redundancy, that service will not be counted for continuous service provisions.

- Forty-two percent of agreements explicitly reference that any service ended in redundancy will not be counted.
- One agreement specified that they will count previous service that ended in redundancy.

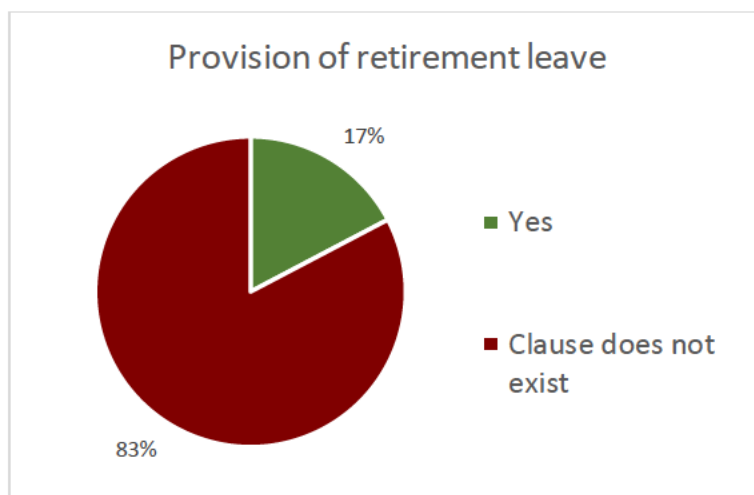
All other agreement did not reference this (or had no continuous service clause).

8.9 Retirement leave

Retirement leave provision

Retirement leave is paid leave provided in addition to long service, or annual leave, when a staff member retires.

Figure 58: Provision of retirement leave



Seventeen percent of agreements provide for retirement leave, for current staff. Retirement leave is less common than it was historically, and we see some evidence this in [legacy provisions](#).

Medical retirement leave provision

Medical retirement leave is leave provided to staff when they retire for medical reasons. Just over two thirds of agreements (68 percent) provide for medical retirement leave, which is significantly higher than for general retirement leave above.

- Sixty percent of agreements contain a clause providing for medical retirement leave that is separate from standard retirement leave. (That is, a different entitlement, or an entitlement for medical retirement leave when there is no other retirement leave).
- Eight percent provide the same entitlement for retirement leave and medical retirement leave.

We note that while it was not part of our formal coding, there is commonality in the provision of medical retirement leave. When provided, it is typically provided at 13 weeks' pay (65 days).

Cessation leave

Cessation leave is additional leave paid when someone leaves employment for any reason. It is related to retirement leave in that it recognises staff have undertaken service with the employer but are not yet retiring.

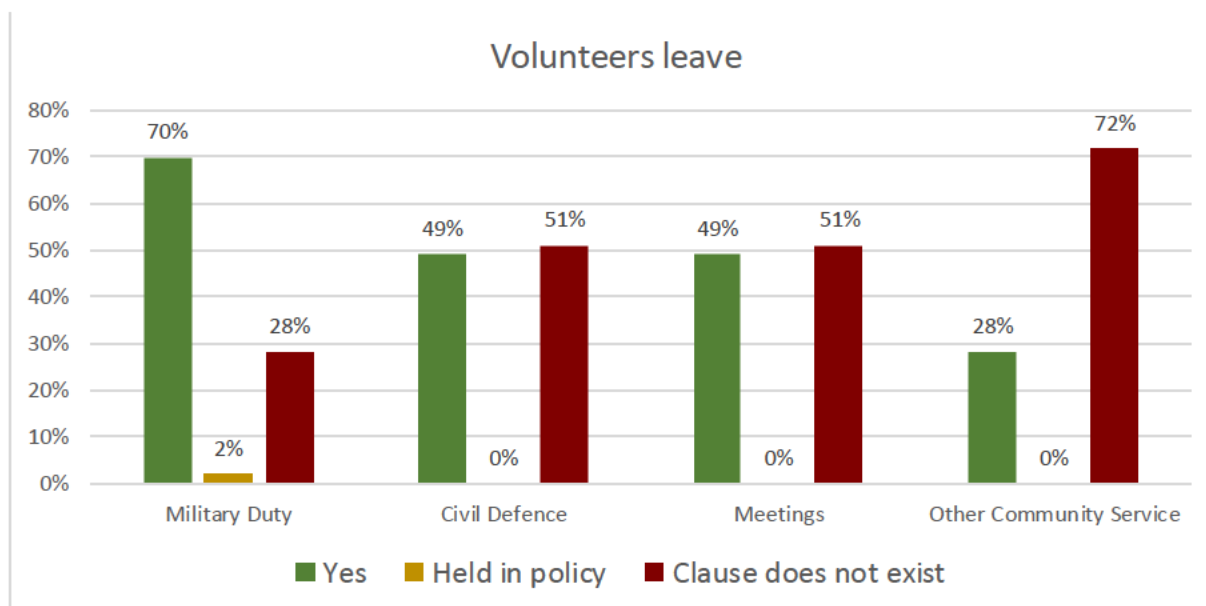
Thirteen percent of agreements provide for current cessation leave, although as with retirement leave many other agreements offer this as a legacy provision.

8.10 Volunteers leave

Many agreements provide for additional paid or unpaid leave so staff can undertake a range of volunteer services. We have looked for the types of volunteers leave typically referenced in agreements, including:

- Military duty
- Civil defence
- Meetings (boards, councils, or other committees for volunteer purposes)
- Other community service

Figure 59: Volunteers leave



- Seventy percent of agreements provide for military duty/service leave, this was by far the most common volunteer leave provision. This is a leave type provided in legislation (Volunteers Employment Protection Act 1973). One agreement has the provision in policy.
- Civil defence volunteer leave was in about half (49 percent) of all agreements.
- About half (49 percent) of agreements also provided leave to attend meetings (board meetings, conferences, etc). Note, while the proportions of the agreements providing meetings volunteer leave is the same as for civil defence volunteer leave, this is coincidental; there is not a perfect overlap with agreements providing either both or neither.
- Leave for any other volunteer purpose, termed ‘other community service’ could be seen across just under a third of agreements (28 percent).

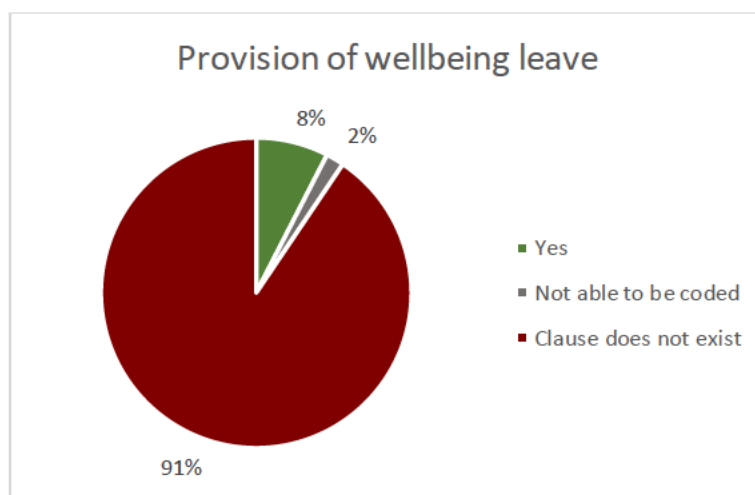
It is worth noting that there may be other forms of leave which could be considered volunteer leave which is not coded here in particular relating to discretionary leave, which is other paid or unpaid leave. Agreements sometimes list reasons why discretionary leave may be considered and this sometimes includes reasons which could be considered volunteering. Due to complexity and vagueness, discretionary, or “special”, leave has not been coded.

8.11 Wellness/wellbeing leave

When we reviewed agreements for wellness or wellbeing leave, we used a narrow definition. Wellness/wellbeing leave is additional paid leave for employees to take personal time for various reasons including mental health, fitness, and work/life balance. This is not sick leave, annual leave, or volunteering leave. There are a number of other leave types which may be similar and did not fit elsewhere such as “development days” but fell outside the definition used and were not included.

It is less common for agreements to provide wellbeing leave than a [wellbeing allowance](#).

Figure 60: Provision of wellbeing leave



We found that eight percent of agreements include a provision of wellness leave. Even noting our reasonably tight definition, there was one agreement where the wording of the clause was vague, and we could not determine if it was “wellness leave.”

Entitlement

We found two combinations of wellness leave entitlement which is reflective of the small number of agreements which include this leave type:

- two agreements provide one day of wellness leave each year
- one agreement provides two days of wellness leave per year, after a period of service.

We were not able to determine entitlements for the remaining agreements, other than to know that there was an entitlement to wellness leave.

8.12 Jury service leave

If an employee is required to attend jury service, they may need time off work. While employers are not required to pay their employees during this time many do.

Sixty-two percent of agreements include a jury service leave provision.

Top up to normal rates

Jury service is compensated at set rates which are very unlikely to match normal staff salaries. It is common for jury service leave (and witness leave) to be a paid leave entitlement, with a requirement that all fees paid to jurors be paid on to the employer. In effect, the employer is topping up the jury fees to the employee's normal salary rates.

Nearly all agreements that include clauses on jury service leave, provide paid leave. We found two agreements which did not provide a top up.

8.13 Cultural leave

There are a number of instances where agencies choose to exercise discretion over leave entitlements on the basis of culture. For example, cultural consideration is common in bereavement leave clauses, and may be given when deciding whether special or discretionary leave should be granted. For our purpose here we do not consider these leave types as "cultural leave."

Our coding of cultural leave is where separate, specific, entitlements are provided for staff to undertake activities or otherwise participate in specific cultural events.

- We found one example of an agreement which provides additional leave for staff to meet their cultural obligations and one example which could not be coded as leave approval, and whether it would be paid or not, was discretionary.

- We also found two agreements which provide specifically for “Māori cultural leave”, which provides for attending Māori Land Court, Waitangi Tribunal hearings, and any other claimant issues concerning iwi land.

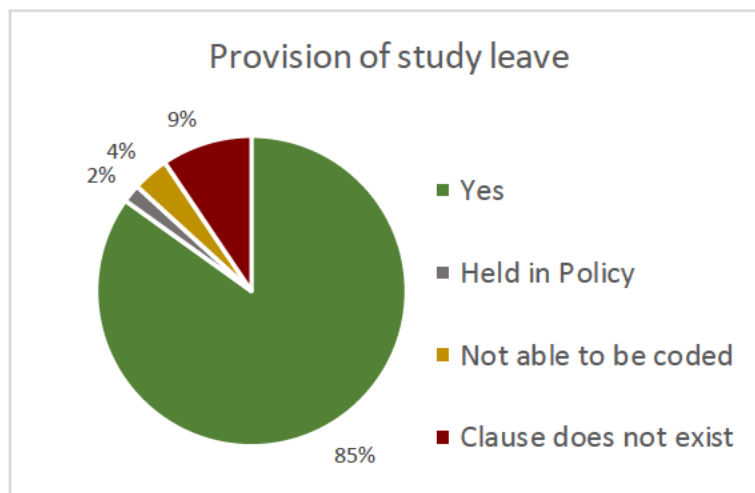
It is worth noting that while it was not considered in our definition due to analytical problems coding potential entitlements, almost all agreements provide discretionary leave that may be considered for cultural reasons.

8.14 Study leave

Provision

Leave to support staff to undertake study and professional development is common across the Public Service, but exact entitlements are not always clear. It is true to say that most FTE (96 percent) **may** be entitled to study leave due to terms in their employment agreement.

Figure 61: Provision of study leave



- Eighty-five percent of agreements include entitlements or potential entitlements to leave for study purposes.
- One agreement was held in policy and two other agreements were not able to be coded due to lack of clarity, e.g., referenced briefly.

Study leave clauses were not present in the remaining nine percent of agreements (four percent of FTE).

Entitlement

Most agreements do not indicate how much study leave staff are able to take. Two thirds of the total agreements (62 percent) provide a discretionary, rather than specific, entitlement. This means that study leave may be approved, as needed and where appropriate for employer and employee, but staff do not receive a specific “entitlement” (e.g., five days per annum) to study leave.

That said, specific arrangements are provided in a few agreements.

- Eight percent of agreements provide an entitlement of two days.
- Two agreements (at a single agency) provide an entitlement of up to 39 days (approximately six hours per week).
- Eleven percent of agreements include the provision of study leave but the entitlement was either provided in policy or were not able to be coded.

Costs

When staff undertake study, the employer sometimes covers the associated costs and we looked for how this was set out in Public Service collective agreements.

In about half of all agreements (53 percent) covering about 71 percent of FTE, the cost of courses “may” or “could” be paid by the employer – in part or full. We found:

- One example of an agreement which stated costs were covered.
- Two examples of agreements which specified that costs were partially covered or there was a maximum which could be covered.
- Eight percent of agreements expressed that entitlements to claim costs for study were held in their policy.

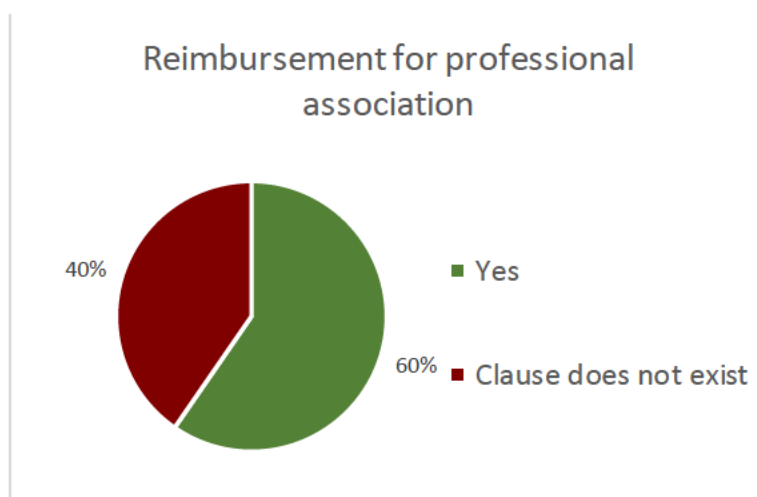
The remaining 34 percent were silent on entitlement to claim study costs.

Reimbursement for professional association

Many public servants require membership to a professional association (e.g., legal, medical, or accounting), to be able to adequately perform their role. In such scenarios both parties,

(employees and employers) require staff hold the relevant membership or certification for the position they hold.

Figure 62: Reimbursement for professional association



- Sixty percent of agreements include a provision for reimbursement for membership in a professional association where this is required. While these agreements cover 72 percent of FTE, it is likely that only a small proportion of these staff would be eligible to claim this benefit due to occupation criteria.

Sabbatical

We found that 11 percent of agreements included the provision of sabbatical leave. All others were silent.

8.15 Union leave

In addition to the relationship and delegate entitlements often set out in collective agreements usually provide for a selection of “union leave.” Union leave takes two forms:

- meetings
- delegate leave, or Employment Relations Education Leave.

“Meetings” leave is for members to attend union specific meetings, typically a small number of hours, once or twice per year.

Employment Relations Education Leave (EREL) is a legislative leave type set out in the Education Relations Act. It provides paid leave to members to increase their knowledge about employment relations.

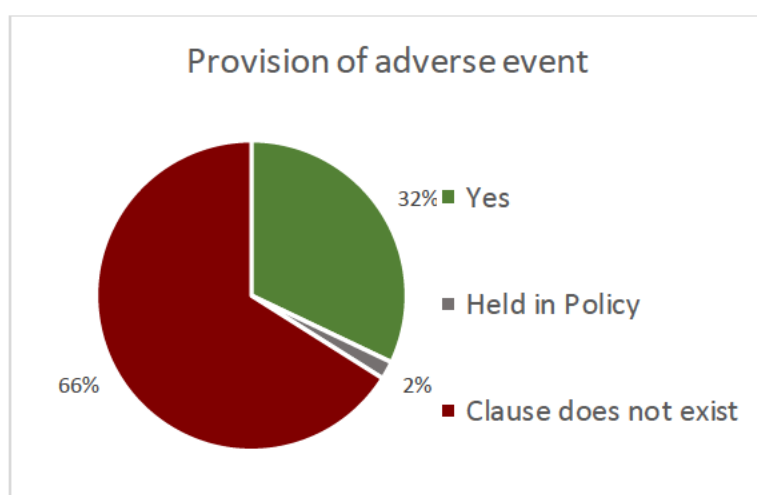
- Eighty-seven percent of agreements provide union meetings leave, and 87 percent provide delegate or EREL leave.
 - Eighty-one percent of all agreements, covering 94 percent of FTE provide both union meetings and delegate/EREL leave.
 - We identified six agreements which provide one, but not the other.
- Eight percent provide neither meeting, nor delegate, leave.

8.16 Adverse events

An “adverse event” is a civil emergency, natural disaster, or some other large-scale event (such as a pandemic) which would prevent people from working in their usual place of work (e.g. the office). Some employers may offer special paid leave in some circumstances in an adverse event.

Provision

Figure 63: Provision of adverse event



Thirty-two percent of agreements include a provision related to adverse events. Adverse events clauses are absent from all other agreements.

Special leave discretion

There are typically two forms of discretion available to agencies when considering an adverse event. The first is discretion over whether an adverse event has occurred, and the second is whether there is discretion about the payment of special leave (i.e., paid leave in addition to other leave entitlements) if it has been determined that an adverse event has occurred.

For this section, we are concerned with the second form of discretion. When an adverse event is determined:

- Twelve percent of all agreements (slightly over a third of agencies with adverse events clauses) specify that the employer retains discretion regarding whether special paid leave will be provided or not.
- Nine percent of all agreements do not have this discretion (in other words, special leave *will* be paid when an adverse event is determined).
- The remaining 11 percent were not able to be coded, due to being held in policy or because there were multiple options available depending on specific circumstances, e.g., there is no discretion in the circumstance that the office is closed (special leave is paid), otherwise there is discretion.

Employee expectations

If special paid leave is to be paid on the grounds that staff are willing but not able to work from the office or alternative location/home, there may be an expectation for employees to ensure that they are able to work remotely “just in case.” For example, by ensuring they take a work laptop home with them.

This expectation was not common, with six percent of agreements (about 20 percent of agreements which include an adverse event clause) including an expectation on staff.