

# **COLLECTIVE EMPLOYMENT AGREEMENT**

**between  
the**

**EDUCATION REVIEW OFFICE  
(ERO)**

**and  
the**

**PUBLIC SERVICE ASSOCIATION  
(PSA)**

**2023-2024**

<b>1.0</b>	<b>Agreement Formalities</b>	
1.1	Preamble	5
1.2	Parties	5
1.3	Savings	5
1.4	Delegation	5
1.5	Term	5
1.6	Coverage	6
<b>2.0</b>	<b>Definitions</b>	7
<b>3.0</b>	<b>Terms of Employment</b>	
3.1	Terms of Employment	8
3.2	Part Time Employment	8
3.3	Fixed Term Employment	8
3.4	Notice of Termination	8
3.5	Retirement	9
3.6	Medical Retirement Grant	9
3.7	Grant on Death of an employee	9
3.8	Dealing with Unsatisfactory Conduct	9
<b>4.0</b>	<b>Framework for Relationship</b>	
4.1	PSA/ERO Working Relationship Agreement	11
4.2	Te Tiriti o Waitangi	11
4.3	Protocol for Employee Representation and Facilities	11
4.4	Diversity and Inclusion	13
4.5	Gender Pay principles	13
4.6	Te Rūnanga o Ngā Toa Āwhina Ngā Kaupapa principles	13
<b>5.0</b>	<b>Hours of Work</b>	
	Preamble	15
5.1	Hours of Work	15
5.2	Adverse events	15
5.3	Flexible Working arrangements	16
5.4	Variation to Hours of Work	16
5.5	Morning and Afternoon Tea Breaks	17
5.6	Time Off for Working on a Statutory Holiday	17
5.7	Overtime	17
5.8	Call Back	17
5.9	Time Off in Lieu (TOIL)	17
<b>6.0</b>	<b>Remuneration</b>	
6.1	Preamble	18
6.2	Business Enablement (Review and Improvement Services Support)	18
6.3	Review and Improvement Services	19
6.4	Te Ihuwaka Evaluation and Policy	20
6.5	Corporate Services and Evaluation Support	21
6.6	Advisory/Specialist staff positions (including Executive Assistants)	22
6.7	Calculation of salary for part time employees	22
6.8	Minimum Adult Rate	22
6.9	Payment of Wages/Salaries	22
6.10	Deductions from Salary and Wages	22

	<b>Page Number</b>	
<b>7.0</b>	<b>Holiday and Leave Provisions</b>	
7.1	Preamble	23
7.2	Public Holidays	23
7.3	Christmas/New Year period requirement to take leave	23
7.4	Service Recognition for Leave	23
7.5	Annual Leave	24
7.6	Special Leave on Pay	25
7.7	Public Holidays Falling During Leave	25
7.8	Long Service Leave	26
7.9	Parental Leave	27
7.10	Discretionary Leave without pay	29
7.11	Review Officers' Special Leave (ROSL)	30
7.12	Sick and Care for Dependents Leave	31
7.13	Bereavement/Tangihanga Leave	32
7.14	Study Leave	33
7.15	Accident Leave	33
7.16	Transfer Leave	33
7.17	Jury Service and Witness Leave	33
7.18	Leave for Other Purposes	34
<b>8.0</b>	<b>Reimbursement of Expenses and Payment for Additional Duties or Specific Skills</b>	
8.1	Reimbursement of Expenses	35
8.2	Recognition for Additional Duties by Additional Duties Units (ADU)	38
8.3	Payment for Specific Skills	39
<b>9.0</b>	<b>Restructuring and Surplus Staffing Provisions</b>	
9.1	Consultation	40
9.2	Employee Protection Provision	40
9.3	Application of Provisions	41
9.4	Staff Surplus Situation	41
9.5	Reconfirmation and Reassignment	41
9.6	Notification of Surplus	44
9.7	Options available to employees deemed surplus	44
9.8	Other Issues Relating to Severance	46
<b>10.0</b>	<b>General Terms</b>	
10.1	Health and Safety /Wellness	47
10.2	Wellness Allowance	47
10.3	Certificate of Service	48
10.4	Annual Practising Fees	48
10.5	Employee Assistance	48
10.6	Bullying	48
10.7	Harassment	48
10.8	Employment Relationship Problems	48

<b>11</b>	<b>Superannuation</b>	
11.1	Preamble	49
11.2	ERO supported Superannuation Schemes	49
11.3	Support for new staff	49
11.4	Superannuation Policy	49
<b>12</b>	<b>Expectations of ERO Employees</b>	
12.1	Codes of Conduct	50
12.2	Requirement to Abide by Office Policies and Procedures	50
12.3	Conflict of Interest	50
12.4	Confidentiality	50
12.5	Intellectual Property	50
12.6	Records and Property	50
<b>13</b>	<b>Grandparented Conditions</b>	
13.1	Long Service Leave	51
13.2	Retiring Leave	52
13.3	Recognition of Previous Service for Long Service Leave, Retiring Leave	53
	<b>Signatories</b>	54
	<b>Appendix I - Resolution of Employment Relationship Problems</b>	55
	<b>Appendix II - Fixed Term Employee Terms and Conditions</b>	56

## **1.0 AGREEMENT FORMALITIES**

### **1.1 Preamble**

This Agreement -

- is made pursuant to the provisions of the Employment Relations Act 2000;
- is known as the Education Review Office (ERO) Collective Employment Agreement;
- recognises the commitment of the parties to the principles of equality of employment opportunity, diversity and inclusiveness, agrees the terms and conditions of employment are to be implemented on that basis, affirms the parties' intention to identify and eliminate all impediments to the implementation of those principles, and acknowledges the requirements of sections 73 and 74 of the Public Service Act 2022.

### **1.2 Parties**

The parties to this Collective Employment Agreement are the Education Review Office (the "employer", the "ERO", or the "Office") and the Public Service Association (the "union") whose members come within clause 1.6 (coverage) of this Agreement.

### **1.3 Savings**

Except as specifically varied by this Agreement, nothing in this Agreement shall operate so to reduce the wages and conditions of employment applying to any Employee at the date of this Agreement coming into force.

### **1.4 Delegation**

The Chief Executive may delegate authority to approve any of the provisions contained within this Agreement.

### **1.5 Term**

This Agreement shall commence 4 May 2023 and shall expire on 30 November 2024.

Prior to the expiry date the parties to this Agreement may, by agreement in writing, vary any or all of its provisions, including the expiry date.

## 1.6 Coverage

This Agreement shall apply to those permanent employees (and some sections of the CEA as outlined in Appendix II shall apply to fixed term employees) of the Education Review Office (ERO) who are members of the Public Service Association (PSA), other than those in the roles below.

- All members of the Executive Leadership Team
- All members of the senior leadership teams for the various units/groups within ERO
- The Chief Advisor to the Chief Executive/ Chief Of Staff
- All members of the HR unit
- Those senior advisory staff in the Corporate Services unit, as well as the Office Solicitor and the Senior Finance Advisor.
- Members of Aroturuki Tamariki the Independent Childrens Monitor

Where a new position is established, this will not automatically be covered by this agreement. ERO will contact the PSA to advise of the new role and discuss coverage.

## 2.0 DEFINITIONS

Definitions that apply for this Collective Agreement

### General

**Employee** means a person employed in either a fixed term or permanent capacity on a full-time or part-time basis.

**Manager** means Manager unless stated otherwise.  
The exceptions to this will be:

- where a specific position title is referred to;
- when it states “Director Review and Improvement Services/DRIS” or “Deputy Chief Executive/DCE”.

**Designated staff** means those staff who are designated as a Review Officer by the Chief Executive, and authorised to exercise the powers of entry and inspection as specified in Part 28 of the Education Act 1989

**Non-designated staff** means those staff not designated as Review Officers, which is all support staff as well as specialist and advisory staff in National Office

### Hours of Work

**Day** means the period from midnight to the next succeeding midnight.

**Week** means the seven days commencing midnight Sunday/Monday.

### Leave Purposes

**Day** means the number of hours an Employee normally works each day.

**Last Day of Duty** means the last day actually worked before an Employee proceeds on leave, resigns, retires, etc. That is, the day the employee ceases being at work.

**Last Day of Pay** means the last day that the Employee was or will be paid to, ie: did not or may not actually work on that day but is entitled to be paid for on account of leave owing.

**Week** means:

- (a) five working days in the case of an Employee who usually works five days in each week; or
- (b) the number of actual days/hours usually worked per week in the case of an Employee who works less than full-time hours.

## **3.0 TERMS OF EMPLOYMENT**

### **3.1 Terms of Employment**

All Employees covered by this Agreement will be engaged as permanent or fixed term employees (whether full or part time) subject to the provisions of the Employment Relations Act.

### **3.2 Part Time Employment**

The Chief Executive may engage part-time Employees where the work is on-going, of a type which would be performed by Employees if it were full time, involves a regular pattern, and is capable of being performed efficiently on a part-time basis.

### **3.3 Fixed Term Employment**

The Chief Executive may engage Fixed term (temporary) employees where the work is for a defined task, or is a project of a temporary nature, or where the Employee is acting in a relieving capacity. (Employment is for a fixed term or limited period, usually of no more than twelve months duration).

Fixed term Employees will be advised in writing of the work to be undertaken, the genuine reason for the work being temporary and the duration of the period of employment. If relieving for an Employee on parental leave the Fixed term Employee will be advised of that fact, and that the period of employment is dependent on notification of the date of return of the Employee, as the employee might return from parental leave early.

Fixed term Employees are only covered by some clauses in this Agreement. The Terms and Conditions as contained in the Collective Employment Agreement that may apply to those fixed term employees who are members of the PSA are listed in Appendix II to this agreement.

### **3.4 Notice of Termination**

Except in the case of a surplus staffing situation when the provisions of clause 9.5.1(iv) will apply, notice of termination shall be as follows:

- (a) One month's notice of termination of employment should be given by either party except as provided below but this may be varied by mutual agreement. This may be a lesser period for some fixed term employment agreements if agreed.
- (b) Notwithstanding any of the above, in the case of serious misconduct the Chief Executive may dismiss any Employee with a lesser period of notice than specified above, or without notice.

Note: Unless the Employee's DCE requires the employee not to work out their notice (in which case the employee will receive pay in lieu of notice), notice must be worked out. The DCE and HR may agree that a portion of notice being worked out can be annual leave.

The last day of duty must be worked.



### **3.5 Retirement**

Retirement is a decision by the Employee to cease on-going paid employment with the Education Review Office with intent to end permanent employment and draw on available superannuation funds.

An Employee may retire voluntarily, or on medical grounds with the agreement of the Chief Executive.

If the Employee is eligible for retiring leave, the Chief Executive must be satisfied that the Employee is retiring rather than resigning before approving retiring leave.

### **3.6 Medical Retirement Grant**

The Chief Executive may approve a special grant in the event of the Employee ceasing permanent employment, on establishing to their satisfaction that the Employee is medically unfit to continue any employment with ERO.

The grant will be the greater of 65 days salary or payment of the Employee's retiring leave entitlement.

Refer to the Wellness Policy on Te Tūi.

### **3.7 Grant on death of an employee**

The Chief Executive may approve a special grant on the death of a permanent employee. The grant, which will be the greater of \$4,500 (net) or payment of the Employee's retiring leave entitlement, will be paid to:

- the surviving partner; or
- dependent children; or
- the employee's next of kin (if there is no surviving partner or dependent child); or
- the estate of the deceased employee.

The payment is made via Finance and is not considered part of an employee's earnings.

### **3.8 Dealing with Unsatisfactory Conduct**

The following principles are to be followed when dealing with unsatisfactory conduct.

- (a) The Employee must be advised of their right to request union assistance and/or representation at any stage.
- (b) The Employee must be advised of the specific matter(s) causing concern and a reasonable opportunity provided for the Employee to state any reasons or explanations.

- (c) Except in cases where the Employee is dismissed following a disciplinary investigation, the Employee must be advised of the corrective action required to amend their conduct and, where appropriate to the nature of the concern, given a reasonable opportunity to do so.
- (d) Before any substantive disciplinary action is taken, an appropriate investigation should be undertaken by management.
- (e) Depending upon the seriousness of the misconduct an oral warning may precede a written warning. Refer ERO's Unsatisfactory Conduct policy on Te Tūi for further guidance.
- (f) The process and results of any disciplinary action are to be recorded in writing, sighted by the Employee (and given an opportunity to sign) and placed on their personal file.
- (g) If the alleged offence is sufficiently serious an Employee may be placed on suspension on full pay pending an investigation under (d). Refer ERO policy on te tui for further guidance.
- (h) An Employee aggrieved by the action taken by an employer should be advised of their right to pursue a grievance in terms of the procedures set out in section 9 of the Employment Relations Act 2000.

## **4.0 FRAMEWORK FOR RELATIONSHIP**

### **4.1 PSA/ERO Working Relationship Agreement**

This Working Relationship Agreement (WRA) contains the principles which will underpin the relationship between the parties and the implementation of this Collective Agreement. The WRA also includes the framework for the operation of the relationship between the parties. Both parties are committed to making the relationship work.

### **4.2 Te Tiriti o Waitangi**

A key principle for a quality working relationship between PSA/ERO is working within the principles of Te Tiriti o Waitangi.

The parties affirm Te Tiriti o Waitangi as the constitutional basis of partnership between Māori and the Crown, and the unique status of Māori as tāngata whenua of Aotearoa/New Zealand.

We are committed to developing processes which incorporate partnership principles. Our aspiration is to be able to work proficiently across Te Ao Māori and Te Ao Hurihuri in all aspects of our work.

ERO is committed to building its capability through increased use and knowledge of Te Reo Māori, Tikanga Māori, and the practical application of Te Tiriti o Waitangi and its principles.

ERO and PSA support and encourage the use of Te Reo Māori and Tikanga Māori in our everyday work practices.

### **4.3 Protocol for Employee Representation and Facilities**

1. The Education Review Office (ERO) recognises the right of Employees to join a union and be represented by the authorised Employee representative of their choice.
2. ERO recognises that the PSA is an authorised Employee representative representing the Employees covered by this Agreement and as such has certain statutory rights derived from the Employment Relations Act 2000.
3. The PSA as the authorised Employee representative recognises the right of the management of ERO to plan, manage, organise and finally to decide on the operations and policies of the Office.
4. The employer and the PSA recognise the mutual interest that the ERO and the Employees of the Office have in maintaining productivity and efficiency within the organisation and the contribution that the PSA can make to ensuring this. It is recognised that an effective communication structure contributes to this end.
5. There will be regular meetings between the Chief Executive (CE) and PSA representatives during the term of this Agreement to facilitate positive, constructive and pro-active consultation. At such regular meetings, the CE

may, if appropriate, discuss any matters relating to specialist and manager positions that may be covered by separate employment agreements.

6. The employer allows PSA representatives reasonable access to the workplace at times to be agreed in advance with the appropriate manager in accordance with sections 20, 20A and 21 of the Employment Relations Act 2000. In addition, where the employee consents, an employee may be interviewed within the first month of their employment, for the purposes of recruitment by the PSA Representatives. All interviews conducted in terms of this protocol shall be conducted in such a way that the normal business of the employer is not unduly interfered with.
7. The employer recognises that the PSA may wish to elect Employees as delegates from time to time to represent the interests of other staff or the PSA in the workplace. Subject to any agreement between the Chief Executive and the PSA about the numbers of such delegates who will be recognised and the proper authorisation of delegates the following facilities will be made available to delegates.
  - a. Each delegate will be entitled to sufficient paid work time to perform their delegate duties provided they notify their manager in advance of taking that time.
  - b. Approval will not be unreasonably withheld.
  - c. In addition, delegates will be entitled to use ERO telephones, photocopiers, faxes and the e-mail system providing the use is reasonable and not excessive.
  - d. Management will raise any difficulties with these arrangements with the delegate concerned and the PSA if necessary.
8. In terms of section 55 of the Employment Relations Act 2000, the employer will, with the consent of the Employee who is a union member, deduct any membership fees due to the PSA and will remit them to the authorised Employee representative fortnightly.
9. The employer will provide on request from the PSA and at intervals not more frequent than 6 months, a list of Employees for whom the employer is making deductions in terms of Clause 8 of this protocol. The list will, in addition to the Employee's name, show where the Employee works and what their designation is. ERO can request from the PSA a list of those ERO staff it considers are members.
10. The PSA may request permission to hold meetings, in work time and on the employer's premises, of Employees who are members to discuss matters pertaining to the negotiation or enforcement of employment agreements affecting the Education Review Office. Permission will not be unreasonably withheld.
11. The PSA may delegate their rights and entitlements under this protocol to any properly authorised staff member acting as a delegate.
12. Eligible Employees under section 71 of the Employment Relations Act 2000 shall be granted leave to attend approved educational courses in accordance with sections 72-74 of the Employment Relations Act 2000. Such leave may include participation in delegate education courses, subject to the PSA giving

the employer not less than three weeks' notice, and providing that taking the leave will not unduly disrupt operational requirements. The employer shall advise the PSA no less than two weeks prior to the requested leave whether the leave has been granted. Leave approved in accordance with this clause shall be paid at the ordinary rate of pay.

#### **4.4 Diversity and Inclusion**

ERO and the PSA seek to achieve working environments where all employees are able to achieve their full potential, irrespective of gender, ethnicity, disability, sexual orientation or other forms of diversity.

This includes freedom from discrimination or harassment which will not be tolerated within ERO. If an employee feels that they are being subjected to discrimination in their employment at ERO they should refer to the clauses under Section 10 of this agreement relating to Bullying, Harassment and employment relationship problems and use the processes set out in the Bullying, Harassment and Discrimination Policy on Te Tui.

ERO undertakes to ensure its policies and procedures are consistent with its obligation to achieve a diverse and inclusive working environment along with other Public Service and legislative requirements.

#### **4.5 Gender Pay Principles**

ERO and the PSA are committed to the aim of creating working environments free from gender, ethnicity or other inequitable remuneration practises or outcomes.

To achieve this, ERO will regularly review employment and pay practises to remove the effects of bias and assumptions based on irrelevant factors, use transparent approaches to employment and pay practises making information accessible and understandable.

ERO and the PSA are committed to Kia Toipoto (Public Service Pay Gaps Action Plan) and the Gender Pay Principles and will work together to give effect to these, including the development of a Gender Pay Action Plan.

#### **4.6 Te Rūnanga o Ngā Toa Āwhina Ngā Kaupapa principles**

Te Rūnanga o Ngā Toa Āwhina (Te Rūnanga) represents and promotes the interests of Māori PSA members in keeping with Te Tiriti o Waitangi. To support this work Te Rūnanga have introduced eight Kaupapa (collectively Ngā Kaupapa) principles which give cultural insight and effect to Te Ao Māori in the workplace. ERO acknowledges these principles in working the PSA.

The Te Rūnanga principles are:

<b>Kotahitanga</b>	Building solidarity and unity to enable all workers to share and participate confidently in the Māori realm.
<b>Rangatiratanga</b>	Empowering members and delegates to be leaders.
<b>Kaitiakitanga</b>	Promoting guardianship of all things Māori that hold spiritual and cultural significance in our tikanga practices including te reo Māori. Protecting fair working conditions.
<b>Manaakitanga</b>	Encouraging health, wellbeing and positive behaviours in the workplace.
<b>Whakahiato Umanga</b>	Providing opportunities for career development and on-going learning.
<b>Wairuatanga</b>	Acknowledging cultural awareness and normalising cultural practices through recognition of te reo Māori, tikanga and kawa. Māori reflect on the past, the obligations our Tipuna have passed on to us and how we reflect this in our conduct in the workplace.
<b>Whanaungatanga</b>	Embracing whakapapa with a focus on building strong workplace relationships that supports connections to whānau, marae, hapū and iwi.

## 5.0 HOURS OF WORK

### Preamble

In discussing the hours of work ERO/PSA acknowledged the importance of wellbeing to ERO's staff. The demands of work mean that at times some days are long because of travel or school/service demands. We expect that managers/staff will work collectively and collaboratively to manage these times through allowing reasonable flexibility, providing opportunity to refresh and managing time to allow the use of leave and reflecting on practice to our work.

### 5.1 Hours of Work

5.1.1 Designated Employees shall work such hours as may reasonably be required having regard to the responsibilities and duties of the position.

In general, reasonable requirements would mean:

- a) 40 hours a week or 80 hours a fortnight
- b) Worked between 7am and 6pm daily
- c) Flexibility of work pattern if balancing is required over the course of a week/fortnight
- d) Weekends off (unless by agreement)

Flexible hours to be agreed with Managers in advance.

For permanent full time non-designated staff normal hours of work shall be regarded as 75 hours each fortnight and normal hours of work will be between 8.00am and 5.00pm Monday to Friday.

Fixed Term Employees will work hours as agreed in their letter of appointments, with standard fulltime hours being 40 hours per week.

### 5.2 Adverse Events

5.2.1 For the purposes of this clause, adverse events mean emergency situations including (but not limited to) pandemics, civil defence, or severe weather events.

5.2.2 In the event an adverse event has the impact on an employee that:

- a. they are unable to safely or reasonably travel to their normal place of business, or
- b. their personal circumstances are significantly impacted affecting their ability to work

then it is expected that where possible they continue to work remotely as best as they can in the circumstances. To support their being able to continue to work, wherever possible, employees will take their work phones and laptops home with them each day.

5.2.3 Where it is not possible for the employee to continue to work due to an adverse event, then a period of special leave of up to a maximum of 7 days may be granted by the DCE depending on the circumstances; particularly if the circumstances are outside the control of the employee.

5.2.4 If the disruption continues beyond the initial period of special leave approved then further discussions should be held between the employee (and their

support person), their manager and HR to determine the suitable response in each situation appropriate to the individual.

- 5.2.5 The use of existing leave entitlements where they are available are an appropriate option to cover either situation: where the employee could otherwise go into the workplace but has elected not to do so, or any additional periods in addition to the initial 7 days provided for above.

### **5.3 Flexible Working Arrangements**

- 5.3.1 ERO is flexible-by-default. ERO promotes, actively supports and encourages flexible working arrangements for employees as long as operational needs are met and the wellbeing, health and safety of the employee is not adversely impacted.
- 5.3.2 The parties recognise the importance of flexible work arrangements and family friendly work practices in maintaining a diverse, adaptive and high performing workforce. The success of flexible working arrangements requires co-operation, trust, good faith, communication, ‘give and take’ and a shared responsibility between the employee and the employee’s people leader to make the arrangement work.
- 5.3.3 There are many types of flexible working and both parties recognise that not all flexible working options are achievable for all roles.
- 5.3.4 Overtime rates as outlined in Clause 5.6 of this Agreement do not apply to hours that fall within the employee’s agreed hours of work, that are worked as a result of a flexible working arrangement (eg: the employee elects to work some of their hours after normal business hours).
- 5.3.5 For more formal and ongoing arrangements (eg: a variation to hours of work) these should be applied for in writing as per the policy and approved by the manager. More information about flexible working arrangements can be found in ERO’s Flexible Working Policy on Te Tui.

### **5.4 Variation to Hours of Work**

- 5.4.1 Employees and their manager will, at the initiative of either party, be able to vary the normal working hours and/or days of work to suit or to meet the operational requirements of the Office or the wishes of the Employee. The manager will respect the right of those Employees who do not wish to vary their hours of work. Employees may negotiate variations to hours of work either individually or in groups. Employees are entitled to be represented by their employee representative. Every such variation shall be by agreement and will be recorded in writing by exchange of letters.
- 5.4.2 Employees should wherever practicable be granted the opportunity of flexible working hours.
- 5.4.3 ERO will not agree to any working arrangement that will make it unreasonably costly or difficult to meet their legal obligations.



## **5.5 Morning and Afternoon Tea Breaks**

- 5.5.1 Employees are entitled to paid morning and afternoon tea breaks of ten minutes and an unpaid lunch break of up to one hour.

## **5.6 Time off for Working on a Statutory Holiday**

- 5.6.1 Staff will not normally be required to work on statutory holidays, but in the event that they are, then the provisions of the Holidays Act 2003 will apply.
- 5.6.2 Those employees required by their DCE to work on a statutory holiday and entitled to the payment of overtime as per clause 5.7 of this Agreement shall be compensated at the overtime rates as specified there, where this payment is greater than that provided by the Act.

## **5.7 Overtime**

- 5.7.1 Where any Employee who is entitled to overtime is requested by their manager in writing to work outside normal hours on Monday to Friday, overtime shall be paid after completing 8 hours that day.

On Saturdays or Sundays all time required by managers to be worked qualifies for overtime compensation.

Designated review staff do not qualify for payment of overtime.

### **5.7.2 Overtime Rates**

For the calculation of overtime, salary or wages are deemed to include any additional duties allowances (ADUs).

Subject to clause 5.5.1 overtime shall be paid at the rate of time and one half (T1½) for the first three hours and double time (T2) thereafter, except that double time (T2) shall be paid for all overtime worked as follows:

- (a) between 10.00pm and 6.00am;
- (b) between midday Saturday and 6.00am Monday.
- (c) on statutory holidays.

Where an Employee works overtime at the request of their manager, other than as an extension of duty, on Saturday, Sunday or statutory holiday shall be paid a minimum payment equal to three hours at the appropriate rate.

- 5.7.3 Employees shall wherever practicable be allowed a minimum break of ten consecutive hours between spells of duty.

## **5.8 Call Back**

An Employee shall be paid for a minimum of three hours at the appropriate rate when they are called back by their manager.

## **5.9 Time Off in Lieu (TOIL)**

Where an employee is required by their manager to work additional hours, then equivalent time off shall be granted on the basis of one hour off for one hour worked, by mutual agreement between the manager and the Employee. Approval must be sought and gained prior to working the additional hours.

## **6.0 REMUNERATION**

### **6.1 Preamble**

The following section sets out the approach to remuneration for the employees covered by this agreement. This will consist of a set of basic elements that apply to all of the occupational groups, as well as a detailed description of the arrangements that apply specifically to each employee group.

While there are no performance criteria attached to progression through the ranges, it is expected that staff will actively engage with ERO's individual development processes as a requirement for movement.

The starting/appointment rate for each range is set out under each range. Where there is discretion then that discretion will be operated in a manner to preserve /enhance the like for like gender pay gaps. This will be measured on 31 March each year using the accepted PSC approach and reported to the PSA.

#### The Public Service Pay Adjustment (PSPA)

The Public Service Pay Adjustment (PSPA) agreed between the PSA and Te Kawa Mataaho (PSC) provides for the following for the term of this agreement:

At 1 December 2022:

- a \$4,000 (1.0 FTE) base salary increase.
- a lump sum payment of \$750 (pro-rated for part time employees).

At 1 December 2023:

- the greater of \$2,000 or 3% of 1.0 FTE base salary.
- a \$500 lump sum (pro-rated for part time employees).

#### Progression

At 1 July each year employees with at least 6 months service in their current role will move up one step on their salary scale, where a step is available.

If the employee is on the top step of the range, they remain on that step (but will still receive the PSPA increase that applies at 1 December each year).

There is no accelerated movement – which means that for each year of this Collective Agreement an employee can move one step only, unless on the top step, where they will just have the PSPA adjustment.

### **6.2 Business Enablement (Review and Improvement Services Support)**

- 6.2.1** This group covers the Administration Officers and Business Support Managers who are part of the Business Enablement Group and provide administrative support to Review and Improvement Services in the Regions.

### 6.2.2 Administration Officers Salary Scale

Salary Step	1 December 2022	1 December 2023
6	63099	65099
5	61862	63862
4	60354	62354
3	58882	60882
2	57477	59477
1	56072	58072

Appointments can be made up to step 4 in the range for those who have the requisite knowledge and experience.

### 6.2.3 Business Support Managers Salary Scale

Salary Step	1 December 2022	1 December 2023
8	79690	82081
7	78389	80741
6	77089	79402
5	75788	78062
4	74488	76723
3	73187	75383
2	71887	74044
1	70586	72704

Appointments can be made at any point in the range.

## 6.3 Review and Improvement Services

### 6.3.1 Review Officer Salary Scale

Salary Step	1 December 2022	1 December 2023
7	104275	107403
6	103157	106252
5	102040	105101
4	100921	103949
3	99245	102222
2	97569	100496
1	95891	98768

Appointments can be made up to step 4 in the range.

## 6.4 Te Ihuwaka - Evaluation and Policy

### 6.4.1 Assistant Analyst Salary Scale

Salary Step	1 December 2022	1 December 2023
7	65514	67514
6	64307	66307
5	63125	65125
4	61965	63965
3	60829	62829
2	59714	61714
1	58621	60621

Appointments can be made at any step in the range.

### 6.4.2. Analyst Salary Scale

Salary Step	1 December 2022	1 December 2023
7	76073	78355
6	74659	76899
5	73274	75472
4	71915	74072
3	70583	72700
2	69277	71355
1	67998	70038

Appointments can be made at any step in the range.

### 6.4.3 Evaluator Salary Scale

Salary Step	1 December 2022	1 December 2023
6	95600	98468
5	94099	96922
4	92538	95314
3	90978	93707
2	89417	92100
1	87857	90493

Appointments can be made at any step in the range.

#### 6.4.4 Senior Evaluator Salary Scale

Step	1 December 2022	1 December 2023
15	121089	124722
14	119589	123177
13	118089	121632
12	116589	120087
11	115089	118542
10	113589	116997
9	112089	115452
8	110589	113907
7	109184	112460
6	107780	111013
5	106375	109566
4	104971	108120
3	103567	106674
2	102162	105227
1	100758	103781

Appointments can be made at any step in the range.

#### 6.5 Corporate Services and Evaluation Support

- 6.5.1 The positions in this group have a salary range of 7 steps. The range will fit within a broad \$55,000 - \$85,000.
- 6.5.2 As some of the positions in this group only have one employee in the role, the scales are not included in the CEA but are the steps as agreed with the PSA under the previous CEA and with the PSPA adjustments applied.
- 6.5.3 Each individual staff member covered in this group will be given a letter setting out their range and the movement as per the PSPA, and a copy of this range will be sent to the PSA.
- 6.5.4 The top of the range will be an absolute (i.e. there will be no payment above the top of the range).
- 6.5.5 Appointment can be made at any step in the range except for Helpdesk and Finance Administrator roles in which case it is up to step 5 of the range.
- 6.5.6 Helpdesk (I and II) and Finance Administrator

Step	1 December 2022	1 December 2023
5	74841	77086
4	73447	75650
3	72042	74203
2	70638	72757
1	69233	71310

## **6.6 Advisory/Specialist Staff positions (including Executive Assistants)**

- 6.6.1 The positions in this group have a salary range of 7 steps. The broad range for these roles will be \$82,000 - \$105,000.
- 6.6.2 As some of the positions in this group only have one employee in the role, the scales are not included in the CEA but are the steps as agreed with the PSA under the previous CEA and with the PSPA adjustments applied.
- 6.6.3 Each individual staff member covered in this group will be given a letter setting out their range and the movement as per the PSPA, and a copy of this range will be sent to the PSA.
- 6.6.4 The top of the range will be an absolute (i.e. there will be no payment above the top of the range).
- 6.6.5 Appointment can be made at any step in the range.

## **6.7 Calculation of salary for part time employees**

Wages/salaries and allowances will be paid to part-time Employees on a pro-rata basis on the following formula:

$$\frac{\text{Hours worked per week} \times 100}{40 \text{ hours}} = \% \text{ of salary payable}$$

Note: Employees who are part time because they do not work every week will not be paid for the weeks they do not work. Calculations of payment of salary for part-time employees will comply with legislation.

## **6.8 Minimum Adult Rate**

For Employees aged 16 years and above, the Education Review Office will pay a full-time salary of no less than the minimum wage.

## **6.9 Payment of Wages/Salaries**

Salaries and wages shall be paid fortnightly by direct credit to a bank account on receipt of the appropriate written authority from an Employee. In the event of a direct credit not being able to be actioned, the employee will be advised and the amount due to the Employee shall be paid as soon as practicable.

## **6.10 Deductions from Salary and Wages**

The Chief Executive shall be entitled to make deductions from the salary or wages of any Employee -

- (a) pursuant to the Wages Protection Act 1983 with the required notice being given to the Employee; or
- (b) at the Employee's written request.
- (c) with the employee's agreement, following consultation.

## **7.0 HOLIDAY AND LEAVE PROVISIONS**

### **7.1 Preamble:**

Nothing in these provisions limits rights or obligations under the Holidays Act 2003.

The Policy on Leave Management in ERO is on Te Tūi.

For the purposes of clarity, please note:

- that where the term ‘annual leave’ is used in this agreement and in the Leave Management policy, this refers to, and is inclusive of, the leave type termed ‘annual holidays’ in the Holidays Act.
- staff who are part time will have their leave entitlement and/or payment pro-rata based on their normal working pattern/hours worked.

### **7.2 Public Holidays**

Employees will be entitled to Public Holidays as per the Holidays Act. Refer to MBIE website for the dates that Public Holidays are observed each year.

### **7.3 Christmas/New Year period - requirement to take leave.**

The Office will close for a period over the Christmas and New Year period each year, and employees will be required to take annual leave (or other entitled leave) to cover this period. This includes the days between the Christmas and New Year Public Holidays and following the New Year Public holidays for a minimum of seven working days for those staff designated as review officers (and who have accrued ROSL), and a minimum of five working days for non-designated employees. These days will be debited against the Employee’s annual leave (or Review Officers Special leave, where applicable) entitlement. Part-time staff will need to take sufficient leave to cover the days they would have worked over the period (their normal working days/hours). For those employees with insufficient annual holidays or other entitled leave to cover the period they can elect to either anticipate annual holidays or take unpaid leave.

Note: The days between Christmas and New Year Statutory holidays (that were formerly Office Holidays) are unable to be converted to sick leave.

### **7.4 Service Recognition for Leave**

- 7.4.1** ERO will recognise prior service (although not service before 13 May 2003) with other departments of the Public Service (as specified in the Public Service Act 2020), and with any Crown Entity (excluding District Health Boards and the Education Service as defined in the Public Sector Act 2020 e.g. School Boards of Trustees and Tertiary Education Institutions), for the purpose of calculating continuous service for leave entitlements.

- 7.4.2** Leave types for which continuous service is recognised are long service leave, sick/care of dependents leave and parental leave.
- 7.4.3** Where continuous service was already recognised for a particular entitlement prior to the introduction of the public service common leave provisions that service will continue to be recognised for that purpose (refer Clause 13.3.1 of this Collective).
- 7.4.4** Continuous service after 13 May 2003 will be deemed to be broken after 15 months' break in service (the break in service could be as a result of extended leave without pay). Otherwise continuous service will be deemed interrupted but not broken. Continuous service after 13 May 2003 will be deemed to be broken where redundancy has been paid out for a prior service. Continuous service after 13 May 2003 will be interrupted but not broken if the break in service was for childcare, so long as that break in service was not more than four years.
- 7.4.5** For the purposes of recognising previous service the Employee will be required to provide evidence of prior service and leave entitlements from their previous employer. ERO will maintain a record of this prior service for the purposes of calculating leave entitlements.

## **7.5 Annual leave**

- 7.5.1** All Permanent Employees covered by this Agreement will be entitled to five weeks' annual leave each year.
- 7.5.2** Fixed term employees will be entitled to four weeks' annual leave/holidays. As per the Holidays Act, based on their length of service or work pattern they may be paid holiday pay at the rate of not less than 8% of their gross earnings with their regular pay, or paid as a lump sum on total gross earnings on expiry or earlier termination of employment, instead of being provided with 4 weeks' annual holidays each year. This will be agreed on appointment.
- 7.5.3** Part-time Employees will be entitled to annual leave based on their usual working week. For example: an Employee who works three days per week will be entitled to five weeks leave based on a three day working week. An Employee who works five days a week but works 4 hours per day will be entitled to five weeks based on this (eg: a day of leave for this Employee would be 4 hours).
- 7.5.4** For those Employees who have an irregular work pattern, in accordance with the Holidays Act, agreement must be reached as to how their annual leave/holidays will be allocated (and what is considered a usual week) prior to the approval to work part time being given. The approval of leave allocation must be by both the manager and HR. This agreement must be placed on the personal file.



**7.5.5** Except as specifically provided by the Chief Executive, an Employee who takes discretionary leave without pay (under 7.10) in excess of 25 working days in one or more periods in any leave year will cease to accrue annual leave for any period of leave without pay in excess of the initial 25 days. In the case of parental leave without pay, payment of annual leave/holiday pay will be no less than that calculated in accordance with the Parental Leave Act 1987.

**7.5.6.** Leave should be taken within the year that it falls due (leave becomes an entitlement on the Employee's anniversary date each year). The Manager's approval is required for more than five days leave entitlement to be carried over into the next leave year.

**7.5.7** An Employee with over 20 year's continuous service may anticipate up to one years' annual leave entitlement for the purpose of taking an overseas trip.

**7.5.8** An Employee may be able to anticipate annual leave by mutual agreement with their manager, to be refunded if necessary on resignation.

**7.5.9** The Manager may direct an Employee to take annual leave, but as far as practicable the Employee's wishes in the matter are to be considered.

**7.5.10** Salary trade for leave

ERO will provide a facility that allows staff to trade salary for additional leave and to bank that leave for future use. This will be available to staff only by agreement with the DCE and subject to the policy agreed between ERO and the PSA.

**7.6 Special Leave on Pay**

**7.6.1** From time to time at the Chief Executive's discretion, an Employee may be granted special leave on pay.

**7.6.2** In the event of ERO-based work, which requires the Employee to work away from home for a significant period, special leave on pay may be negotiated between the Employee and the responsible manager prior to the commencement of the assignment.

**7.7 Public Holidays Falling During Leave**

**7.7.1** Public Holidays falling during Leave on Pay

Where a public holiday falls during a period of annual leave, sick leave on pay or special leave on pay, an Employee is entitled to that holiday which is not to be debited against such leave. This provision does not apply to a holiday falling during any leave being paid out after the Employee has ceased work prior to leaving the Education Review Office, with the exception of untaken annual leave entitlement being paid out on cessation.

### **7.7.2 Public Holidays falling during Leave without Pay**

An Employee shall not be entitled to payment for a public holiday falling during a period of leave without pay, unless the Employee has worked at any time during the fortnight ending on the day the holiday is observed.

However if the public holiday falls during the Office Christmas Closedown, and the employee is on leave without pay because he or she has insufficient annual leave to cover the closedown and does not wish to anticipate annual leave, the employee will still be paid for the public holiday.

### **7.7.3 Public Holidays falling during Leave on Reduced Pay**

Where a holiday falls during a period of leave on reduced pay the Employee shall be paid at a rate in accordance with the reduced rate of pay.

## **7.8 Long Service Leave**

**7.8.1** All permanent Employees covered by this Agreement will be entitled to Long service leave, with two whole weeks long service leave after ten years continuous service (refer clauses 7.8.2 and 7.8.3), taken in one period, with a further week of long service leave entitlement due after every five years subsequent continuous service. This is to a maximum of five weeks.

**7.8.2** Previous continuous service within the Public Service (not teaching service) after 13 May 2003 may be credited towards service for long service leave, up to a maximum of five years of service. Only service after 13 May 2003 (with ERO or other qualifying service) will be counted towards Long Service Leave.

**7.8.3** Long service leave entitlement must be taken in one block. Long service leave will not accumulate from one qualifying period to another, but must be taken before the next entitlement falls due or it will be forfeited.

**7.8.4** Long service leave will be paid at ordinary rates of pay.

**7.8.5** For those Employees who already have an entitlement to Long Service Leave as a result of previous collective employment agreements (refer Clause 13 grand-parented conditions) this provision will not reduce that entitlement, and neither will this provision act to allow for the double up of entitlements (e.g. periods of service may not be counted twice for long service leave provided under different provisions).

**7.8.6** Long service leave not taken at cessation of service will be forfeited (ie: long service leave is not paid out on cessation) unless there is a justifiable reason for the leave not having been able to be taken and the leave has only become an entitlement within the previous 12 months. Approval is at DCE level.

## 7.9 Parental Leave

**7.9.1** Parental leave is leave without pay from ERO. Employees are eligible for parental leave as per the Parental Leave and Employment Protection Act 1987.

### 7.9.2 Job Protection

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

- at the equivalent salary and category; and
- in the same location or other location in reasonable commuting distance; and
- involving responsibilities broadly comparable to those exercised in their previous position.

When an Employee goes on parental leave ERO must as first preference hold the Employee's position open and fill it temporarily.

If ERO is unable to keep the Employee's position open because a temporary replacement is not reasonably practicable due to the key position occupied within ERO by the Employee, then, at the time the Employee indicates their intention to return to duty, ERO shall provide a written offer of one of the following (in order of priority):

- i The same position if it is vacant at that time or a similar position to the one they occupied before commencing parental leave; or
- ii If this is not possible the Chief Executive may approve one of the following options:
  - (1) an extension of parental leave up to 12 months until the Employee's previous position or a similar position becomes available; or
  - (2) an offer to the Employee of a similar position in another location if one is available with transfer assistance applying; if the offer is refused the Employee continues on extended leave as provided in (1) for up to 12 months; or
  - (3) the appointment of the Employee to a different position in the same location (a position of a lower grading or one involving different duties, ie: not a similar position as defined above): if the appointment is not acceptable to the Employee the Employee continues on extended parental leave as provided in (1) for up to 12 months: or
  - (4) where extended parental leave as provided in (1) expires and no position is available for the Employee, the Employee continues on leave without pay and ERO may terminate employment with three months' notice providing that an Employee whose services are terminated under this provision shall be entitled to be paid the parental leave payment equivalent to 30 working days leave that they could have earned if they had had the opportunity to return to work after parental leave (Clause 7.9.4 refers), provided this payment has not already been made.

Note: For the purposes of clause 7.9.2. a 'key position' is one defined as per section 41 (2) of the Parental Leave and Employment Protection Act 1987.

### **7.9.3 Surplus Staffing Situation**

When a staffing surplus is declared involving a position that is usually occupied by an Employee who is on parental leave, then the same Surplus Staffing Provisions that would apply to other staff members who are part of the same surplus will apply.

Any Employee on parental leave must be notified if their position is to be disestablished as a result of a staffing surplus.

Employees returning from parental leave who seek to work reduced hours should be advised of their rights under the restructuring provision before commencing those hours of work.

### **7.9.4. ERO Parental Leave Payment**

An Employee who is entitled to up to twelve months parental leave will be eligible for a payment equivalent to 6 weeks salary, provided that:

- the amount will be calculated based on the normal rate of salary applicable to the 6 week period prior to the commencement of parental leave.
- the payment will be pro-rated where an Employee takes parental leave of less than 6 weeks.
- if both parents are employed in the Public Service and are eligible for the payment, then they are entitled to only one payment, and they may choose who will receive it.
- the Employee completes a declaration that this money will be repaid should they not complete six months service following their return from parental leave.

The Employee may elect to receive their payment in one of the following ways:

- (a) a lump sum payment on completion of six months' service from the date of their return to work; or
- (b) continue to be paid normal salary during parental leave, to the equivalent value of the lump sum parental leave payment, or
- (c) if they return to work on a part time basis, as a fortnightly allowance paid for up to 30 weeks, whilst on those reduced hours.

Once an election is made the Employee cannot change that election.

It is the Employee's responsibility to organise any paid parental leave they may be entitled to from the Inland Revenue Department, and payment of this leave will not commence until all payment from ERO has ceased (including payment under this clause if Option b above is elected).

Please refer to ERO's Leave Policy - Parental provision for full details around this provision.

## **7.9.5 Re-Entry after absence due to childcare**

**7.9.5.1** An Employee who resigned from ERO to care for pre-school children may apply to re-enter ERO under preferential provisions provided that:

- (a) The absence does not exceed four years from the date of resignation or, five years from the date of cessation of duties to take up parental leave.
- (b) The applicant must:
  - produce a birth certificate for the pre-school child;
  - sign a declaration to the effect that absence has been due to the care of a pre-school child and paid employment has not been entered into for more than 15 hours per week during the absence.
- (c) An applicant seeking to return to ERO should give at least 3 months' notice and renew that notice at least one month before the date they wish to return to work or one month before the expiry of the period in (a) whichever is the earlier.

**7.9.5.2** Where the applicant meets all the provisions of clause 7.9.5.1 and, at the time of application:

- (a) has the necessary skills to fill competently a vacancy which is available in ERO; and
- (b) the position is substantially the same in character and at the same or lower salary as the position previously held, then the applicant under these provisions is to be appointed in preference to any other applicant for the position.

**7.9.5.3** Absence for childcare reasons will interrupt service but not break it. The period of absence will not count as service for the purposes of sick leave or annual leave or any other leave entitlement. This provision applies equally to all staff regardless of when the absence for childcare occurred.

**7.9.5.4** There shall be no right of review against the appointment of an applicant under these provisions.

**7.9.5.5** If an applicant under these provisions is not appointed to any position within three months after the expiry of the period in Clause 7.9.5.1 (a) the benefits of these provisions will lapse.

## **7.10 Discretionary leave without pay**

Note: Leave without pay refers to unpaid periods of leave, taken either because the employee has no entitlement to paid leave or to enable them to take up sabbaticals or other opportunities. This does not cover those periods of the year where an employee has elected not to be paid so as to work part time over the year, which are referred to as 'non-working periods'.

**7.10.1** From time to time at the Chief Executive's discretion, an Employee may be granted up to three months discretionary leave without pay.

**7.10.2** An Employee may apply for longer periods of discretionary leave without pay and ERO will make reasonable efforts to accommodate such requests. Each application will be considered according to its merits with a decision made taking account of the circumstances of the individual and the operational needs of the Office.

**7.10.3** Leave without pay for periods in excess of one month will be regarded as 'extended' discretionary leave.

**7.10.3.1** For extended discretionary leave without pay of more than one month and up to three months, the position will be held open and service will be interrupted but not broken.

**7.10.3.2** For extended discretionary leave without pay of more than three months the Employee is not guaranteed placement in either the same job or a new job at the end of the period of leave.

**7.10.3.3** If the Employee cannot be placed in employment before the end of the 15 month period allowed for in section 7.4.4, the Employee will be given one month's notice in writing that employment is to be terminated. The last day of service will be recognised as the original date that the extended leave commenced.

**7.10.3.4** If a suitable position is found, their service will then be treated as interrupted but not broken (refer 7.4.4).

**7.10.3.5** All annual leave must be taken prior to the commencement of extended discretionary leave without pay.

**7.10.4** For any period of leave without pay in excess of 25 working days, clause 7.5.5 will apply.

## **7.11 Review Officers' Special Leave (ROSL)**

**7.11.1** A manager and his or her staff may negotiate either collectively or individually Review Officers' Special Leave on pay (ROSL) for those permanent employees who are designated as a review officer and who are required by the manager to spend periods away from home, for the purpose of carrying out reviews or review related work (eg: collecting of information from schools or centres by E&P staff) in centres or schools or homeschoolers. This should be managed to ensure that, where possible, nights away are minimised.

**7.11.2** ROSL may be accumulated when Review Officers are carrying out project work. However, eligibility for accumulating Review Officers' special leave must be negotiated between the project manager and the staff member prior to the commencement of the project.

**7.11.3** ROSL will be granted at the rate of one day for the every ten nights spent away from home, for the first 60 nights away in any one year.

**7.11.4** After the first 60 nights away in a year, ROSL will be granted at the rate of one day for the every five nights spent away from home, from 65 nights. It is the expectation that managers and staff will work to limit overnight stays qualifying

for ROSL, and that these will not exceed 80 nights away in any year. Manager approval is required for nights away on review to exceed this level and there must be a valid reason for this to occur.

**7.11.5** The leave year for Review Officers' special leave is from 1 January to 31 December.

**7.11.6** Review Officers' special leave must be taken within two months following the end of the year in which it is granted (ie: by 28 February).

**7.11.7** Review Officers' special leave is not paid out on cessation.

## **7.12 Sick and care for dependents Leave**

### **7.12.1 Sick leave Entitlement**

Permanent Employees are entitled to sick leave on pay as set out below.

**7.12.1.1** Sick leave entitlement shall be 10 working days on full pay each leave year, from the date of the Employee's appointment.

**7.12.1.2** After a two year qualifying period, Employees will be entitled to 15 days in each year thereafter.

**7.12.1.3** Sick leave may be accumulated up to a maximum of 260 days. This maximum entitlement includes any entitlement to sick leave granted for previous service under the Public Service Common Leave Provisions, under ERO's Sick Leave Policy (current or previous – known as 'Frozen'), or under provisions in previous collective employment agreements. Under the Sick Leave policy, where Employees come from the Teaching Sector, ERO will credit up to a maximum of 50 days sick leave based on the Employee providing proof of previous entitlement. Other Employees can apply to have their previous service credited for sick leave if they qualify under clause 7.4.

**7.12.1.4** The DCE may decide that sick leave on pay in excess of the entitlement set out above may be granted to an Employee.

### **7.12.2 Sick leave for Part timers**

Sick leave entitlements will be pro-rated for part time Employees, with a minimum entitlement of 5 days sick leave per year.

### **7.12.3 Sick leave for Fixed Term Employees**

Sick leave for Fixed Term Employees will be 5 days per each six month period of employment.

### **7.12.4 Medical certificates**

A medical certificate may be required by the DCE:

- a) after 5 working days absence; or
- b) where the Employer suspects the Employee of being absent from duty without sufficient cause; or

- c) when an Employee is electing to change annual or ROSL leave to sick leave during the Office Closedown period; or
- d) where there is an on-going medical issue affecting performance at work (in which case this will be at the Employer's expense); or
- e) within 3 consecutive calendar days (in accordance with the Holidays Act) if the Employer:
  - informs the Employee as early as possible that the proof is required and
  - agrees to meet the Employee's reasonable costs in obtaining the proof.

#### **7.12.5 Sickness occurring during annual or long service leave.**

Where sickness occurs during annual or long service leave, the employer may permit the period of sickness to be debited against sick leave entitlement, except where the sickness occurs during leave paid out following termination of employment, or during the period of Office closedown that occurs between the Christmas and New Year Statutory holidays. A medical certificate is required when an employee requests to change more than 3 days leave to sick leave.

#### **7.12.6 Anticipating Sick Leave entitlement**

The employer will permit Employees to anticipate 5 days sick leave from their next year's entitlement, provided that the necessary adjustment will be made to final pay should an Employee resign before the next entitlement falls due.

#### **7.12.7 Sickness at Home (Domestic/Dependents leave)**

An employee is able to utilise their sick leave entitlement when the Employee is absent from work to care for, or attend to the needs of, another person who is dependent on the Employee, or who becomes dependent on the Employee, as a result of illness or incapacity.

#### **7.12.8 Sick leave without pay**

Sick leave without pay may be granted at the discretion of the Employer on the production of a medical certificate.

### **7.13 Bereavement/Tangihanga Leave**

**7.13.1** Employees are eligible for paid Bereavement/Tangihanga leave on ordinary daily pay to discharge their obligations and/or to pay their respects to a deceased person with whom they have had a close association. Such obligations may exist because of blood or family ties, or because of particular cultural requirements. The period of leave will be agreed between the Employee and the Employer and taking into account the particular obligations of the Employee.

**7.13.2** Employees will be entitled to a minimum of three days paid Bereavement/Tangihanga leave on the death of a close relative (see definition in the Holiday Act 2003), a minimum of one days paid leave will be provided on the death of any other person if the Employee's manager accepts that the



Employee has suffered a bereavement and Employees will be entitled to a minimum of one day's paid leave to attend an unveiling.

- 7.13.3** A period of leave in excess of that specified above may be granted by the manager, after taking into account the amount of time, including travel time, required to properly discharge any responsibilities or obligations, such as attendance at a Tangihanga or its equivalent, and/or the closeness of the association with the deceased.
- 7.13.4** Where an employee on ROSL or annual leave suffers a bereavement they can apply to change some or all of this leave to paid Bereavement/Tangihanga leave subject to the provisions above.
- 7.13.5** Where Bereavement/Tangihanga leave is not appropriate as the relationship or obligation does not qualify the Employee for this provision as above, Employees can be granted time off as necessary to attend a funeral or service as a mark of respect to a friend or colleague at ERO's discretion.
- 7.13.6** Where paid Bereavement/Tangihanga leave is not appropriate, Employees may be granted annual leave, leave without pay or ROSL (if they have an entitlement).

#### **7.14 Study Leave**

- 7.14.1** The Chief Executive may approve study leave to enable Employees to undertake a course of study to complete qualifications, to attend courses and seminars and to undertake research on projects which are relevant to the work of ERO and which facilitate their professional learning and development. Refer to policy on Te Tui.

#### **7.15 Accident Leave**

- 7.15.1** Accident leave is granted pursuant to the Accident Compensation Act 2001.
- 7.15.2** If an Employee is injured at work ERO will implement programmes to contribute to the Employee's successful rehabilitation as soon as possible. In accepting this Agreement, Employees are required to participate in approved rehabilitation programmes as directed.

#### **7.16 Transfer Leave**

- 7.16.1** An Employee who transfers from one office to another at the Employer's request may be granted up to a maximum of five days special leave on pay to visit family in the Employee's former location or to cover transfer of family or effects.

#### **7.17 Jury Service and Witness Leave**

- 7.17.1** Jury Service  
An Employee will be granted paid leave for jury service. Expenses may be retained by the Employee, but all jurors' fees are to be paid to ERO, unless an Employee elects to take annual leave or leave without pay in which case the fees may be retained.

### **7.17.2 Witness Leave**

- i. Where an Employee is called as a witness in a private capacity for a Criminal or Traffic case up to three days paid leave may be granted. The Employee is to recover fees and expenses from the party calling the witness, and repay the fees to ERO.
- ii. Where an Employee is called as a witness in a private capacity for other than a Criminal or Traffic case, annual leave or leave without pay may be granted. The Employee is to pay any expenses incurred and may retain such fees and expenses as may be awarded by the Court.

## **7.18 Leave for Other Purposes**

**7.18.1** The Chief Executive shall approve up to six days paid leave in any 12-month period for attendance at Meetings of Boards, Councils and Committees where the Employee has been appointed by Ministerial appointment, the Employee can be released from their duties, and there is no conflict of interest. Any remuneration received should be refunded to ERO.

**7.18.2** The Chief Executive may approve paid leave for attendance by Employees at the following:

- (a) Conferences and conventions of benefit to both ERO and the Employee, provided attendance is at the convenience of ERO and has been approved in advance.
- (b) Outward Bound courses.
- (c) Courses or conferences sponsored or supported by the Ministry of Civil Defence at the convenience of ERO.
- (d) Civil defence, search and rescue operations and firefighting emergencies.
- (e) First Aid Training Courses.
- (f) appointments as a result of a cultural obligation.

### **7.18.3 Volunteer service in the Armed Forces**

Volunteer Service with the Armed Forces shall be allowed in accordance with the Volunteers Employment Protection Act 1973 (including any amendments or replacement).

- (a) An Employee shall be entitled to paid time of up to twelve weeks for initial training and up to four weeks each year thereafter will be provided.
- (b) An Employee will refund the lesser amount of either salary or military pay.
- (c) Additional leave without pay of up to twelve months will be made available to Employees undertaking peacekeeping duties.

## **8.0 REIMBURSEMENT OF EXPENSES AND PAYMENT FOR ADDITIONAL DUTIES OR SPECIFIC SKILLS**

### **8.1 Reimbursement of Expenses**

#### **8.1.1 Preamble**

ERO reimburses expenses so that no Employee is ‘out of pocket’ as a result of carrying out their duties. This includes expenses incurred when having to travel for work related purposes. In general this means that ERO will reimburse any actual and reasonable expense incurred by an Employee in carrying out their duties. This is usually upon the production of receipts.

In some cases this reimbursement is paid as an allowance for ease of administration and for the convenience of both the Employee and ERO. When an allowance is agreed as the appropriate form of payment the amount should be set at rates approximating the actual cost to the Employee. That is, allowances are not a form of benefit but rather a convenient way of paying an actual and reasonable cost.

If an Employee feels that the allowance payment provided in a circumstance does not adequately reimburse them for costs incurred then a claim of the actual and reasonable cost supported by evidence of payment is available.

ERO recognises that there are some exceptional circumstances where it is inappropriate or impracticable for an employee to get a receipt. In these cases ERO will accept a claim without receipts upon certification by the Employee that the costs were incurred.

When submitting or approving a claim for actual and reasonable reimbursement of expenses the following should be considered:

- a) The degree to which the expense was incurred as a result of personal choice rather than as a work-related need;
- b) The appropriateness of the expenditure in the context of the public service environment;
- c) What other allowance or reimbursement the employee may be claiming.

#### **8.1.2 Reimbursement for expenses whilst travelling and staying away overnight on Review**

- 8.1.2.1** An Employee required to travel within New Zealand as part of a review team will be reimbursed expenses by way of an allowance of up to \$70.00 for each 24-hour period, and \$22.50 for any additional period of less than twenty-four hours. This payment is to cover all meal and incidental expenses. These rates will be reimbursed without receipts.

If an Employee feels that the allowance payment provided in a circumstance does not adequately reimburse them for costs incurred, then a claim of the actual cost supported by evidence of payment is available. Employees cannot move between A&R and allowances for a single review – they elect one or the other.

**8.1.2.2** Employees who stay privately while on review may also claim the rates specified in 8.1.2.1. This payment is to cover both accommodation and meal expenses and is paid without the production of receipts.

**8.1.3** Reimbursement for Expenses whilst travelling and staying away overnight on business other than review

**8.1.3.1** An Employee required to travel within New Zealand on official business other than for review will, on production of receipts in accordance with Office policy, be reimbursed actual and reasonable accommodation and meal costs.

**8.1.3.2** Where an employee travelling on business stays privately they are entitled to reimbursement of actual and reasonable expenses including acknowledging the hospitality received. It is understood that receipts may not be always be available for this expenditure so certification on the appropriate finance form will be accepted as evidence.

**8.1.3.3** When an Employee leaves and returns to their headquarters on the same day the Chief Executive may approve reimbursement of actual and reasonable expenses above the normal day-to-day work related expenses. Travelling Allowance as per 8.1.2 is not payable.

**8.1.3.4** ERO will reimburse the costs of travel and accommodation when studying an approved course on an actual and reasonable basis only.

**8.1.3.5** The Chief Executive may approve the reimbursement of expenses without a receipt provided that the Chief Executive is satisfied that the expenditure was necessary, reasonable and actually incurred.

**8.1.4** Reimbursement for costs incurred in other situations (not covered by 8.1.2 or 8.1.3)

**8.1.4.1** Where an employee incurs a cost as a result of carrying out their duties that is not covered by 8.1.2 or 8.1.3, they are able to claim an actual and reasonable reimbursement.

**8.1.4.2** Unless otherwise provided, an Employee who is entitled to payment of overtime and who has been directed to work not less than two hour's overtime after a break of at least half an hour, and who has had to buy a meal which would not otherwise have been bought, shall be reimbursed the actual and reasonable cost of the meal or is able to claim that reimbursement as an allowance at a rate of \$15.00.

**8.1.4.3** Where it is impracticable for members of a review team to carry out the full work requirements on site, then they are able to claim for reimbursement of the actual and reasonable expenses incurred, unless this is otherwise covered by the reimbursed expenses by way of an allowance. For example, the only practical site to hold a review synthesis discussion is in a café and the team purchases food and/or drink as a requirement for using such premises.

**8.1.4.4** Where an Employee, who is absent from their usual work place and it is impractical to have lunch on the premises or to return to their usual work place, has had to buy a lunch which would not otherwise have been bought, they are able to claim reimbursement for the actual and reasonable cost of the lunch or to claim that reimbursement as an allowance at a rate of \$10.00.

**8.1.4.5** Where the return of an Employee to their workplace is unduly delayed as a result of official duties, and who has had to buy an evening meal that would not otherwise have been bought, they are able to be reimbursed the actual and reasonable cost of the meal or to claim that reimbursement as an allowance at a rate of \$20.00.

#### **8.1.5 Reimbursement for private use of Motor Vehicle**

Where the use of a private vehicle for official business has been approved, the Employee shall be able to claim reimbursement for the cost of using the vehicle at the rate set out in the Finance manual.

#### **8.1.6 Reimbursement when required to work away from usual workplace**

**8.1.6.1** Where an Employee is required to work at a place other than the usual place of employment the Chief Executive may - for a period of up to three months - approve the reimbursement of any additional fares required in travelling to work. This provision applies only in the case where the Employee is able to return home each night.

**8.1.6.2** The Chief Executive will consider and may approve payment for any additional travelling time involved where hours worked plus the additional travelling time exceed eight for the day.

#### **8.1.7 Reimbursement of expenses incurred in caring for dependants**

When an Employee attends a course or is travelling on official business or is required to work out of normal hours, the Chief Executive has the discretion to approve the reimbursement of the actual and reasonable expenses incurred by Employees in caring for a person who is dependent upon them, where the situation is such that an Employee cannot make alternative arrangements for the care of their dependants without incurring extra expenses.

#### **8.1.8 Transfer Expenses**

**8.1.8.1** The Chief Executive may agree to pay transfer costs of Employees who move to a different office, where that transfer is at the request of ERO. The amount of transfer costs to be paid will be negotiated between the Chief Executive and the Employee.

**8.1.8.2** In the event that the transfer arises as a result of a restructuring in ERO, the provisions of Section 9 (Restructuring and Surplus Staffing Provisions) will apply.

### **8.1.9 Working from Home**

- 8.1.9.1 Where an employee is required by the employer to work from home either on either a permanent basis or an extended period (exceeding 3 months), ERO will:
- a) Assess the requirement for a health and safety workplace assessment and provide such equipment as is reasonable, and
  - b) Assess (with the employee) if there are any additional costs (overall) resulting from working from home and, if so, organise for reimbursement or an allowance to cover those costs.

## **8.2 Recognition for Additional Duties by Additional Duties Units (ADUs)**

### **Preamble**

The process for recognising additional duties required of employees by payment of Additional Duties Units (ADU) is intended to support succession planning and leadership development within the organisation.

ADUs are also intended to provide clarity and transparency around the duties (additional tasks and responsibilities) that additional payment will be made for and the amounts that will be paid. The aim is also to provide consistency and to acknowledge the additional duties that staff covered by this agreement might undertake and ensure that employees who are required by their manager to take on added duties can be compensated accordingly. Payment of ADU reduces administration costs because the units are issued for periods of a year or more.

The additional tasks and responsibilities that the employee may be required to carry out during the period for payment of ADU will be agreed, and these will be covered by the one allowance. Employees receiving the ADU will be responsible for taking on the additional duties.

It is not intended to pay ADU's for staff carrying out the reasonable expectations of their role (eg: supporting new employees as part of a review team) and must be supported by documentation making the additional duties explicit.

There is a policy around the process for the allocation and approval of ADU on Te Tūi.

### **8.2.1 Additional Duties Allowances**

The parties have agreed to the introduction of Additional Duties Units (ADU) to recompense staff for additional/special/extra duties undertaken at the direction of their managers (eg: Directors or Managers Review and Improvement Services).

### **8.2.2 Duties for which ADUs can be awarded include:**

Two ADU – leadership responsibilities - eg expectation to act as back-up to Manager Review and Improvement Services, Professional Practice Leader, or Business Support Manager. Other leadership roles such overseeing the induction of staff throughout a year.

One ADU – extended coaching and mentoring of new staff, taking the role of lead, providing specialist services in respect of te reo me ngā tikanga Māori, taking role of lead national delegate for the PSA or other ongoing responsibility as agreed by the DCE.

The approval and allocation of ADUs will be at the DCE level.

### **8.2.3 Higher Duties Allowance (HDA)**

The CE may approve an allowance over and above the ADUs in exceptional circumstance i.e. where an employee is undertaking a higher-level position for a period of 3 months or more. ADU payment will not be made during a period of HDA payment.

## **8.3 Payment for Specific skills**

### **8.3.1 Preamble**

These are determined by the Chief Executive and may change from time to time. Details of these will be held in the applicable HR policy on the Intranet.

### **8.3.2 Payment to recognise skill in Te Reo Māori**

The Education Review Office will recognise an Employee's ability in Te Reo Māori by payment of an allowance. The rate of the allowance is based on the level of certification given by the Māori Language Commission.

## **9.0 RESTRUCTURING AND SURPLUS STAFFING PROVISIONS**

*This section does not apply to Fixed Term Employees, with the exception of consultation and those employee protection provisions as required by legislation.*

### **9.1 Consultation**

The process of change is continuous and forms parts of the organisation's continuous improvement. Consultation is an essential part of that process.

The primary focus of the management of change procedures is to retain people in jobs. This will be achieved when the skills and resources of current staff are utilised and developed to the maximum extent practicable/possible.

Once the Education Review Office has initiated an organisational review that is likely to result in significant change in the organisational structure, staffing or work practices affecting staff, it will notify staff and the PSA. Where a decision to make a change or undertake a review is beyond the control of the Chief Executive, this notification will be as soon as possible after the decision is announced.

When organisational changes are being considered that immediately affect staff, they and the PSA will have the opportunity to be involved and consulted and their views taken into account by the Education Review Office before decisions are finalised. However the parties acknowledge that final decisions are for ERO to make.

The objective of consultation is to reach agreement and make recommendations to management, which take these views into account as far as possible before making decisions.

Organisational change occurs when the Education Review Office makes a decision that requires:

- a reduction in the number of Employees, and/or reductions to Employees' current salary
- significant changes to structures and/or location
- significant changes to Employees' current positions and/or the nature of their work.

Where, following consultation, a decision will result in organisational change the Education Review Office will consult with the PSA for the purpose of developing agreed procedures for managing this organisational change. These procedures will detail the reconfirmation and reassignment processes, which will apply.

### **9.2 Employee Protection Provision**

**9.2.1** For the purposes of this clause “restructuring” and “new employer” shall have the meanings set out in section 69OI of the Employment Relations Act 2000.

**9.2.2** Where the Office restructures or proposes to restructure and as a result an Employee is, or will be no longer be, required by the Office to perform the work performed by the Employee and the type of work performed by the Employee (or



work that is substantially similar) is, or is to be, performed by employees of the new employer:

- (a) the Office will negotiate with the new employer about whether the new employer will offer the Employee the opportunity to transfer to the new employer on the same terms and conditions of employment; and
- (b) the Office will advise the Employee of the existence of such negotiations prior to or at the time the negotiations take place.

**9.2.3** Where the new employer offers the Employee the opportunity to transfer to the new employer on terms and conditions of employment that are the same or no less favourable than the Employee's existing terms and conditions of employment with the Office:

- (a) the Employee may choose to transfer or not transfer to the new employer; and
- (b) the Employee shall have no entitlement to be paid any severance or redundancy compensation by the Office, whether the employee chooses to transfer to the new employer or not; and
- (c) if the Employee chooses to transfer to the new employer, the Employee has no entitlement to notice of termination of employment with the Office (or to payment of salary in lieu thereof) under this agreement.

**9.2.4** Where the new employer does not offer the Employee the opportunity to transfer to the new employer on terms and conditions of employment that are the same or no less favourable than the Employee's existing terms and conditions of employment with the Office, the Employee shall be entitled to receive a severance payment in accordance with the provisions of this agreement.

### **9.3 Application of Provisions**

These provisions relate to Employees who are or may be affected by a restructuring situation. They will apply to all Employees who for all intents and purposes have an ongoing expectation of employment. They will not apply to Employees engaged as Fixed Term Employees under clause 3.3 who have reached the expiry of a fixed term agreement.

### **9.4 Staff Surplus Situation**

A surplus staffing situation exists when, as a result of the review referred to in 9.1 and at the conclusion of the consultative processes, the Chief Executive requires a reduction in the number of Employees; or Employees can no longer be employed in their current position, at their current salary level or work location (ie: the terms of appointment to their present position are significantly altered).

### **9.5 Reconfirmation and Reassignment**

When a surplus staffing situation exists the Chief Executive may, following consultation and agreement with the PSA, either reconfirm in the same or similar position, or reassign to an alternative position for which they are suitable, those Employees affected. This may include placement to a suitable position in an existing agency or in a new structure or agency established as part of the restructuring.

Where reconfirmation or reassignment takes place, the following provisions will apply:

#### **9.5.1 Reconfirmed in Position**

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

- i Where a position is to be transferred into a new structure or new agency, or there is a position in an existing agency, and where there is one Employee who is a clear candidate for that position and the criteria below are met, then that Employee is to be confirmed in it.
- ii The criteria for reconfirmation shall be as follows:
  - (a) The new position statement describes work and responsibilities that are the same (or very nearly the same) as what the Employee currently does;
  - (b) The salary for the new position is the same;
  - (c) The new position has terms and conditions of employment agreed with the PSA which are no less favourable;
  - (d) The location of the new position is the same (note: this need not necessarily mean the same building and/or the same street).
- iii In those situations where there is more than one clear candidate, the Chief Executive will consult to reach agreement with the PSA, and either:
  - (a) the position will be advertised internally, with appointment made as per normal departmental appointment procedures; or
  - (b) agreement will be reached amongst the candidates on which candidate(s) will transfer if there is a clear preference amongst potential candidates to uplift other options under this agreement.
- iv Proposed reconfirmation will be advised to all affected Employees to enable them to assess whether they meet the criteria. For those Employees who meet the criteria and do not wish to be reconfirmed the only options available will be that they are deemed to have resigned or their employment will be terminated by reason of redundancy without compensation and the notice of termination clause 3.4 will not apply.
- v Position statements (current and proposed) shall be available to those Employees who are to be reconfirmed at the time that the reconfirmation list is published.
- vi The PSA may propose that an Employee be reconfirmed where that Employee believes his or her current job is sufficiently similar to a new job.

#### **9.5.2 Reassignment**

Following Reconfirmation, and where under 9.5 agreement has been reached between the Chief Executive and the PSA on reassignment, if there are positions still vacant, and the candidates are PSA members, then the employer and the PSA will meet to assess the skills of all those Employees still left without a position and to reach agreement on the process for appointment to new positions.

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

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

**9.5.3** Where Employees accept reassignment to a new position at the same or lower salary in the same or new location the following applies:

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

The salary can be preserved in the following ways:

- (a) A lump sum to make up for the loss of basic pay for the next two years (this is not abated by any subsequent salary increases); or
- (b) An ongoing allowance equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases).

In exceptional circumstances the Chief Executive may retain an Employee's current salary unabated.

- (2) Where an Employee is relocated to a new position at the Education Review Office's convenience, assistance with transfer expenses shall be negotiated between the Employee and their DCE.

Where Employees are to be relocated at least three months' notice shall be given to Employees, provided that in any situation a lesser period of notice may be mutually agreed between the Employee and the Chief Executive where the circumstances warrant it (and agreement shall not be unreasonably withheld).

- (3) Where the new job is within the same local area and extra travelling costs are involved, actual additional travelling expenses equivalent to travelling by public transport shall be reimbursed for up to 12 months.

Where the new job is within the same local area, but results in extra travelling time to the new place of work by public transport of more than 30 minutes (one-way), transfer expenses as in (2) will apply, if by the employee moving there is a reduction in travelling time by public transport of 30 minutes from the new domicile to the new place of work.

- (4) Where Employees are to be relocated at least 3 months' notice shall be given to Employees, provided that in any situation a lesser period of notice may be mutually agreed between the PSA and the Chief Executive where the circumstances warrant it (and agreement shall not be unreasonably withheld).

## **9.6 Notification of Surplus**

The Chief Executive shall advise the PSA the names and location of all affected Employees who are PSA members and who are not placed by reconfirmation or reassignment. This advice shall be provided at least one month prior to the date that the surplus staff are required to be released. Where circumstances warrant, this date may be varied with the agreement of the Chief Executive and the PSA. The PSA shall be supplied with additional information on request.

## **9.7 Options available to employees deemed surplus**

During this period the PSA and the Chief Executive will meet to reach agreement on the options which are appropriate to the circumstances and will be available to surplus Employees who are members of the PSA. The following options:

- Attrition
- Leave Without Pay
- Enhanced Early Retirement
- Retraining
- Severance (case by case basis)
- Redeployment/Job Search

how they may be used, other options which the parties may agree to, and the types and levels of financial assistance, will be negotiated on a case by case basis between the Chief Executive and the PSA.

### **9.7.1 Options Insufficient**

If the options agreed between the Chief Executive and the PSA are insufficient to discharge the surplus by the required date, the Chief Executive and the PSA shall meet to consider the option of redeployment being made available within the Public Service (in such cases the provisions of 9.7.2 apply). If it is not practical to proceed with this option then the option of Severance will be made available.

The parties also agree that the option of Severance may be considered at any stage on a case by case basis, dependent on the circumstances, and by agreement of the parties.

### **9.7.2 Details of Conditions and Options**

#### **9.7.2.1 Attrition:**

Attrition means that as people leave their jobs because they retire, resign, transfer, die or are promoted then they may not be replaced. In addition or alternatively, there may be a partial or complete freeze on recruiting new Employees or on promotions.

#### **9.7.2.2 Leave without pay:**

Provision for special leave without pay within a defined period without automatic right of re-engagement (this excludes parental or sick leave). This may include an opportunity for training.

### 9.7.2.3 Enhanced Early Retirement:

Employees are eligible if they are within 10 years of eligibility for National Superannuation and have 10 years total service. Service does not have to be continuous nor is membership of a superannuation scheme relevant to eligibility. This option is an enhancement of the standard early retirement provisions available to all eligible Public Servants. It provides for an Employee to be paid the money available under the severance option which may, if the Employee so desires be used to make up the actual superannuation annuity payable.

(Note: Enhanced Early Retirement may be available at any time to eligible Employees not declared surplus if they are replaced by a surplus Employee seeking redeployment).

### 9.7.2.4 Retraining:

Retraining can be a worthwhile option for dealing with staffing surpluses. To this end the Chief Executive will, as far as able -

- (1) Identify particular skill shortages in the Public Service or elsewhere in the State Services; and
- (2) Assess where there are generally job opportunities in the Public Service and/or in the private sector.

When a staffing surplus is identified the Chief Executive (and the State Services Commission where appropriate) will consider the skills, training etc. of the Employees who are surplus and will determine whether there are retraining opportunities for them for work either in the Public Service or in the private sector.

If the retraining opportunities are identified specific training programmes will be designed.

Examples of financial assistance which may be available are:

- (a) Teacher Retraining - (Secondary, Primary and Early Childhood) - up to two year's salary maintenance and, if necessary, up to six months leave on pay while waiting to commence the training course.
- (b) Individual Retraining - The minimum financial assistance available for Individual Retraining is payment of salary equivalent (as at last day of duty in the Public Service) for the length of the course up to one academic year (usually 38 weeks). Employees whose course is more than one year may be paid their salary equivalent for the weeks of the long vacation before the course recommences in the following year provided that their department can guarantee employment and wishes to employ them during this time. (This is not available should the Education Review Office become a State Owned Enterprise or be disestablished).

Additional finance is available for expenses up to a maximum equivalent to the average severance payment calculated for all Employees in that particular surplus, had severance been an option. Expenses may include for example: salary whilst training if the course is longer than one academic year: books and equipment, transfer costs if applicable, leave on pay whilst awaiting commencement of the course in certain circumstances. In some cases the maximum additional finance available is varied to take account of particular training needs.

#### **9.7.2.5**      Redeployment/Job Search:

For Employees taking this option within the Public Service (and such other agencies as may be agreed) the same provisions shall apply as for reassignment. Time off may be made available for job seeking.

#### **9.7.2.6**      Severance:

Severance may be considered on a case by case basis.

Severance shall be paid in accordance with the provisions set out below except in the case of a technical redundancy situation:

- Employees who were employed under the conditions of the 1996 Education Review Office Collective Employment Contract which expired on 29 January 1998 will receive severance in accordance with that contract.
- All other permanent Employees will receive severance made up of 25% of total ordinary pay for the first year's service, plus 5% of total ordinary pay for each additional year of ERO service up to a maximum of \$50,000 (gross) or one year's salary, whichever is the lesser.

Ordinary pay is defined as basic taxable salary, plus regular taxable allowances paid on a continuous basis, except in the case of Employees on parental leave where ordinary pay shall be the ordinary pay at the time of taking leave.

### **9.8**      **Other issues relating to severance**

**9.8.1** Outstanding annual leave and long service leave may be separately cashed up.

**9.8.2** Counselling for affected Employees and family may be made available as necessary.

## **10 GENERAL TERMS**

### **10.1 Health & Safety / Wellness**

The Education Review Office has comprehensive policies and procedures relating to occupational health and safety, which are set out in ERO's health and wellness policies provided on Te Tūi under the Health, Safety and Wellbeing Section.

Managers are accountable, on behalf of the Office, for managing safety in their individual areas of responsibility.

The Education Review Office is committed to:

- Complying with the Health and Safety at Work Act 2015 regulations and codes of practice.
- Taking steps to prevent illness and injury at work, including provision of appropriate training, support, equipment and procedures.
- Ensuring the capability exists to deliver services safely.
- Establishing rehabilitation programmes to encourage a return to work.
- Involving Employees and PSA representatives in the ongoing development of health and safety policies, systems and procedures in the workplace.
- Safe and manageable workloads.
- Promoting the safe use and location of Office Equipment.

Employees also have an important role in health and safety.

This includes:

- Taking all practicable steps to ensure their own safety and wellbeing while at work and ensuring that no action or inaction on their part endangers themselves or others.
- Contributing to developing and managing safety procedures.
- Bringing safety issues to the attention of the responsible manager.
- Understanding and complying with safety, accident management, emergency preparedness and other policies and procedures.
- Following standard procedures associated with potential hazards.

Employees accept their responsibilities to take all practicable steps to ensure their own safety while at work, and the safety of other staff.

### **10.2 Wellness Allowance**

ERO will pay \$400 gross per annum at 1 July each year to all permanent employees. It may also be paid to those fixed term employees who are PSA members and covered by the CEA, who are employed for a period of six months or more. This payment covers all wellbeing claims such as eye tests, eye wear and gym reimbursement payments.

Refer to Wellbeing policy on Te Tui.

### **10.3 Certificate of Service**

Employees who leave the Education Review Office may be issued at their own request with a Certificate of Service which lists the positions the Employee has held but which does not express any judgement on the performance of duties.

### **10.4 Annual Practising Fees**

The Chief Executive shall approve payment of admission fees, registration and annual practising fees where the qualification or holding of a practising certificate is necessary to enable the Employee to carry out their duties fully.

### **10.5 Employee Assistance**

ERO recognises that employees sometimes face situations in their life that may affect their performance, attendance at work or safety at work. Employees may experience a personal or work-related difficulty that impacts on their work life.

ERO is committed to supporting staff dealing with such experiences. ERO is committed to providing an employee assistance programme that is confidential and accessible by staff directly.

ERO recognises the importance of providing assistance for employees and their immediate families at an early stage to enable them to deal with any difficulties. ERO is committed to providing culturally appropriate assistance.

### **10.6 Bullying**

ERO has a zero tolerance to bullying in the workplace. ERO will adopt the WorkSafe NZ definition of bullying.

Refer to policies on Te Tui.

### **10.7 Harassment**

ERO has a zero tolerance to any form of harassment in all circumstances. Any proven instance of workplace harassment will be met with disciplinary action.

Refer to policies on Te Tui.

### **10.8 Employment Relationship Problems**

The process for resolving employment relationship problems is contained in Appendix I of this Agreement. Should it not be possible to resolve any particular employment relationship problem it will be dealt with in accordance with the procedures set out in Part 9 of the Employment Relations Act 2000.



### 11.1 Preamble

ERO recognises the value of staff saving through superannuation for their retirement. Support for superannuation is a significant benefit for staff and a significant cost for ERO.

### 11.2 ERO supported Superannuation Schemes

ERO will support KiwiSaver (KS) for all employees who are members as required by legislation.

Where it is practicable and if required by legislation ERO will continue to support the membership of the Individual Retirement Plan (IRP), Government Superannuation Fund (GSF) and the State Sector Retirement Savings Scheme (SSRSS), for those employees who had membership at 1 July 2011. This ongoing support will be a factor in setting general remuneration levels in ERO.

### 11.3 Support for new staff

For new staff employed after 1 October 2016, unless it is required by legislation, the decision to support an employee's membership of a superannuation scheme will be made by the DCE in consultation with Human Resources at appointment.

### 11.4 Superannuation policy

Details of support for superannuation are contained in ERO's policy statement which is available on Te Tūi.

## **12 EXPECTATIONS OF ERO EMPLOYEES**

### **12.1 Codes of Conduct**

The ERO Code of Conduct sets the standards and behaviour required by all Employees of the Education Review Office. Employees have access to copies of this Code (available on the Intranet) and are expected to be familiar with and act in accordance with this document.

This code of conduct reinforces the spirit of service that we demonstrate in the way we carry out our work. It outlines expectations of us as public servants to act with integrity and professionalism and to carry out our official duties honestly, faithfully and efficiently, respecting the rights of the public and our colleagues. It also offers a framework to support staff in making appropriate judgements when faced with potential conflicts of interest.

### **12.2 Requirement to Abide by Office Policies and Procedures**

Employees must follow and abide by the Education Review Office's policies and procedures (including the Information Technology User Policy) and other instructions to staff, which the Education Review Office may introduce, amend or withdraw from time to time. Employees have access to copies of these policies and procedures and are expected to be familiar with and act in accordance with these documents.

Refer to policies on Te Tui.

### **12.3 Conflict of Interest**

Employees shall not engage in any activity, paid or unpaid, which impinges or is likely to impinge upon the proper performance of their responsibilities or create a conflict of interest under this Agreement. If there is any doubt about what may constitute a conflict of interest, Employees should contact their manager in the first instance. Annually ERO will provide staff with a form to enable them to declare any conflicts. The purpose is to raise awareness and provide a prompt for discussions between staff and managers.

### **12.4 Confidentiality**

Employees shall not at any time during the term of this Agreement, or after its termination, discuss or disclose any information about individuals, official information, processes or materials relating to the business of the Education Review Office except that which may be required for the performance or discharge of duties under this Agreement. Upon termination of employment, Employees will return to their Manager all information or materials which are the property of the Education Review Office.

### **12.5 Intellectual Property**

All work produced by Employees in the performance of any duties under this Agreement shall be the property of the Education Review Office and the Education Review Office shall be entitled to any copyright or merchandising rights in or arising from such work.

### **12.6 Records and Property**

Employees shall, at all times, be responsible for due care of all property and records (and copies of such) of the Education Review Office in the possession and control of the Employee.

## **13 GRANDPARENTED CONDITIONS**

The following conditions do not apply to staff appointed from 1 July 2003 and covered by this Collective Agreement. These conditions continue to apply to staff who started with the Education Review Office prior to 1 July 2003, and who were covered by the Collective Agreement which expired on 30 June 2003.

### **13.1 Long Service Leave**

#### **13.1.1 Designated Employees**

Those designated staff appointed prior to 1 July 2003 who elected not to take Review Officers' special leave will be entitled to accrue service towards long service leave.

#### **13.1.2 Non-Designated Employees**

All non-designated Employees covered by this Agreement and who were appointed to the Education Review Office prior to 1 July 2003 are entitled to accrue service towards long service leave.

#### **13.1.3 Employees will be entitled to long service leave as follows:**

- (a) Employees who have completed 10 years continuous service shall be granted 2 weeks long service leave.  
This provision shall be repeated either by taking one week after 15 years continuous service and a further week after 20 years continuous service, or two weeks after 20 years continuous service; or
- (b) Employees who have completed more than 10 years and less than 20 years continuous service, shall elect to take 2 weeks long service leave once only and a further 2 weeks long service leave after 20 years continuous service or shall elect to take 4 weeks when they have reached 20 years' service; or
- (c) Employees who have completed 20 years continuous service are entitled, once only, to 4 weeks long service leave.
- (d) For both options 13.1.3 (a) and (c) above each of the separate leave allowances must be taken in one period and within five years of qualification. Reduced hours or part time Employees are to receive a pro rata reduction of pay but not of time during long service leave.

## 13.2 Retiring Leave

**13.2.1** Retirement leave is only available to those staff appointed to the Education Review Office prior to 1 July 2003. Upon retirement an Employee with at least 10 years continuous service shall be granted retirement leave of 22 days for 10 years continuous service. For Employees with more than 10 years' service, retirement leave entitlements are set out in Tables A and B below:

**Table A:** Entitlement (in working days) with Service of Years and Months Specified

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

**Table B:** Entitlement (in working days) with Service of Years and Months Specified

Months Years	0	2	4	6	8	10
25	65	66	66	67	68	69
26	69	70	71	71	72	73
27	74	74	75	76	76	77
28	78	79	79	80	81	81
29	82	83	84	84	85	86
30	86	87	88	89	89	90
31	91	91	92	93	94	94
32	95	96	96	97	98	99
33	99	100	101	101	102	103
34	104	104	105	106	106	107
35	108	109	109	110	111	111
36	112	113	114	114	115	116
37	116	117	118	119	119	120
38	121	121	122	123	124	124
39	125	126	126	127	128	129
40	131					

**13.2.2** An Employee, who has more than 20 years continuous service, may anticipate retiring leave.

### **13.3 Recognition of Service for Long Service Leave, Retiring Leave**

- 13.3.1** Employees who were engaged by the Education Review Office prior to 9 July 1993 shall continue to have their previous service recognised for long service leave and retiring leave as per the Education Review Office Collective Employment Contract 1 July 1991 to 30 June 1992, Document No 2560.

Employees who were engaged by the Education Review Office on or after 9 July 1993 and prior to 1 July 2001 will have their previous service recognised as per the Education Review Office Collective Employment Contract 29 January 1996 to 29 January 1998.

Employees who were engaged prior to 1 July 2003 shall continue to have their previous service credited as per the ERO Collective Employment Agreement 1 July 2001 to 30 June 2003.

- 13.3.2** Absence for childcare reasons will interrupt but will not break service as provided in clause 7.9.5.3.

**EDUCATION REVIEW OFFICE  
COLLECTIVE EMPLOYMENT AGREEMENT (CEA)**

**Signatories**

Signed for and on the behalf of the Education Review Office (ERO) which is party to the Collective Employment Agreement

for Chief Executive/Chief Review Officer



---

Jeremy France  
Deputy Chief Executive Corporate Services

Dated at Wellington 23/05/2023

Signed for and on behalf of the Public Service Association (PSA) which is party to the Collective Employment Agreement

for National Secretary Public Service Association



---

Alex Davies  
Public Services Association (PSA) Assistant Secretary

19/05/2023

Dated at Wellington .....

## Resolution of Employment Relationship Problems

It is recognised that problems can occur within the employment relationship. The importance of effectively addressing problems when they arise, in a reasonable fashion, is acknowledged, and parties will operate in good faith and with best endeavours to resolve the problem at the lowest level, and within a reasonable time.

Should a problem arise, it must be raised with the Manager in the first instance. All participants are encouraged to seek advice from appropriate sources if required. PSA assistance may be sought and used at any point in this process.

Should this not result in a resolution, then the issue shall be communicated to the appropriate Manager, who shall use best endeavours to develop a mutually acceptable outcome.

Should this not result in a resolution, then the issue shall be referred to the Chief Executive. Should this not result in a resolution, then mediation assistance may be sought via an appropriate service, primarily the Ministry of Business, Innovation and Employment. The person who provides mediation services will determine what services are appropriate for each particular case.

Should mediation not work, the issue may be referred to the Employment Relations Authority for investigation.

Nothing in this section overcomes the right to invoke Part 9 of the Employment Relations Act 2000, namely personal grievance.

A personal grievance means any grievance that an Employee may have against an employer, as listed in Section 103 of the Employment Relations Act, including but not limited to any of the following categories:

- Unjustified dismissal;
- That conditions of employment have been affected to the Employee's disadvantage by some unjustifiable action of the employer;
- That the Employee has been discriminated against in the Employee's employment;
- That the Employee has been harassed in the Employee's employment;
- That the Employee has been subject to duress in the Employee's employment in relation to membership or non-membership of a Union or Employee organisation; and
- That the Employer has failed to comply with a requirement of Part 6A of the Employment Relations Act.

The Employee must raise the personal grievance with the Manager within the period of 90 days from the date on which the action alleged to amount to a personal grievance occurred or came to the notice of the Employee, whichever is the later.

## **Fixed Term Employee Terms and Conditions**

### **Coverage**

These conditions will apply to those Fixed Term employees who are paying members of the PSA. These conditions will not apply to casual employees, or those employees who have been seconded to ERO from their school (also known as Borrowed Employees).

### **Definitions:**

The definitions of these roles are as follows:

*Fixed Term Employee:* - means an Employee engaged for a defined task or project for a fixed term or limited period, usually (although not always) of no more than twelve months duration.

*Casual Employee:* - means an employee employed with the agreement that the nature of the relationship is a casual "as required" employment relationship. The employer advises the employee when they wish them to work (although there is no obligation on the Employee to accept work when requested, nor any obligation on the Employer to offer the Employee any work). An employment relationship exists between the parties only at times that the Employee is by agreement working for the Employer and no employment relationship shall apply outside of such times.

*Seconded (Borrowed) Employee:* - means someone seconded from a school for a set period (often for a term) to assist in Reviews. The school invoices ERO for the costs of replacing these employees whilst they are with ERO. They are not employees of the Office and are not paid through the ERO payroll. They continue to be covered by the terms and conditions of their Employment Agreement with their school.

### **Terms and conditions**

The following Terms and Conditions as contained in the Collective Employment Agreement may apply to those Fixed Term employees who are members of the PSA:

#### **Leave and Holidays**

##### **Holidays**

A Fixed Term employee will be paid for those Public holidays/Office holidays falling on a day they would normally work, at the rate they would have been paid had they worked.

##### **Sick Leave**

Five days sick leave on pay for each 6 months of service. This would not be cumulative.



## **Other Leave provisions**

The Fixed Term Employee will also be entitled to the following leave provisions as set out in the CEA:

- Bereavement Leave
- Special Leave (with or without pay)
- Study Leave (but only for pre-existing study where there is a benefit to the Office).
- Accident Leave
- Jury Service and Witness Leave

## **Allowances**

The allowances contained in the CEA that will apply to fixed term employees are:

- the Reimbursement of expenses allowances contained in 8.1; and
- allowances relating to payment of Te Reo Māori allowance covered in 8.3 which will only be paid provided they have completed the necessary attestation process.

## **Superannuation**

ERO will pay KiwiSaver contributions for those for Fixed Term Employees who contribute to this scheme at the level required by legislation.

## **Expectations of ERO employees**

Those provisions relating to the expectations of ERO employees as contained in the CEA Section 12 will apply to Fixed Term employees.

## **Process**

At the time of appointment Fixed Term employees will be advised that membership of the PSA will entitle them to terms and conditions that vary from the usual FTA used in ERO. They will then have an opportunity to consider their options.