

**From:** Angel [REDACTED]  
**To:** Hilda [REDACTED]  
**Cc:** Cardena [REDACTED] Natasha Kemp  
**Subject:** RE: Manurewa Marae - Use of Facilities as a Voting Place  
**Date:** Wednesday, 6 September 2023 11:23:00 am  
**Attachments:** [image001.png](#)

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Kia Ora Hilda

Just following up on email below, hoping that you have some names for me. We prefer people from the community to run the voting place at the Marae.

Recruitment will be closing in the next few days.

Ngā mihi

Angelica [REDACTED] | Electorate Manager – Manurewa & Tamaki Makaurau Electorates  
Electoral Commission | Te Kaitiaki Take Kōwhiri  
Phone [REDACTED] [vote.nz](#) | [elections.nz](#)



<https://www.elections.nz/jobs/>

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**From:** Angel [REDACTED]  
**Sent:** Thursday, August 31, 2023 1:20 PM  
**To:** Hilda [REDACTED] <[REDACTED]@manurewamarae.co.nz>; Natasha Kemp <[REDACTED]@manurewamarae.co.nz>  
**Cc:** Cardena [REDACTED] <[REDACTED]@manurewamarae.co.nz>  
**Subject:** RE: Manurewa Marae - Use of Facilities as a Voting Place

Kia Ora Hilda

Attached are the position description of the different roles at the voting place – Voting Place Manager, Voting Assistant and Issuing Officers.

Applicants can send in their applications via this link [General Election 2023 - Manurewa Electorate - Electoral Commission \(elections.nz\)](#) (under the APPLY button at the bottom of the page).

We are now on the last stages of our recruitment for the advance voting teams. If they can submit their online application in the next day or two, that will be great. Kindly provide me a list of the names so I can keep an eye out for their application.

Ngā mihi

Angelica [REDACTED] | Electorate Manager – Manurewa & Tamaki Makaurau Electorates  
Electoral Commission | Te Kaitiaki Take Kōwhiri  
Phone [REDACTED] [vote.nz](#) | [elections.nz](#)



<https://www.elections.nz/jobs/>

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**From:** Hilda [REDACTED] <[REDACTED]@manurewamarae.co.nz>  
**Sent:** Thursday, August 31, 2023 12:13 PM  
**To:** Angel [REDACTED] <[REDACTED]@elections.govt.nz>; Natasha Kemp <[REDACTED]@manurewamarae.co.nz>  
**Cc:** Cardena [REDACTED] <[REDACTED]@manurewamarae.co.nz>

**Subject:** Re: Manurewa Marae - Use of Facilities as a Voting Place

**Electoral Commission Cyber Security Warning:** This email originated from outside of the Commission. Please take extra care when clicking links or opening attachments. When in doubt, contact the IT Service Desk.

Morena Angel,

Wonderful to finally meet you yesterday. As per our conversation just wanted to know some action points for us to complete as I know time is of the essence.

- Names to you regarding Kaimahi from the Marae (Hilda)
- Send JD (Angel)
- Send link for Kaimahi to apply (Angel)
- Send names of security (Hilda)
- Find a locked room in the Puna (Hilda)
- 16th September is training day

Aku mihi

Hilda [REDACTED]

[Get Outlook for iOS](#)

**From:** [Ange](#)  
**To:** [Hilda](#)  
**Subject:** RE: Contact Details  
**Date:** Wednesday, 13 September 2023 4:27:00 pm  
**Attachments:** [image001.png](#)

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Kia Ora Hilda

Recruitment Process will be as follows :

- Candidate to apply online via this link [General Election 2023 - Manurewa Electorate - Electoral Commission \(elections.nz\)](#) (under the APPLY button at the bottom of the page).
- Assessment/Test and Interview at Manurewa Headquarters, 15 Osterley Way, Manukau City Centre – we will email/call them to book a date and time
- If successful, they have to upload pre-employment details and other documents online

The process will likely take more than a week depending on their availability for the assessment and interview. Earliest we can schedule them for training will probably be weekdays/weekend of 25<sup>th</sup> September. This is the week before advance voting so we have very little wiggle room.

Ngā mihi

Angelica [REDACTED] | Electorate Manager – Manurewa & Tamaki Makaurau Electorates  
Electoral Commission | Te Kaitiaki Take Kōwhiri  
Phone [REDACTED] [vote.nz](#) | [elections.nz](#)



<https://www.elections.nz/jobs/>

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**From:** Hilda [REDACTED] <[REDACTED]@manurewamarae.co.nz>  
**Sent:** Wednesday, September 13, 2023 4:13 PM  
**To:** Angel [REDACTED] <[REDACTED]@elections.govt.nz>  
**Subject:** Re: Contact Details

**Electoral Commission Cyber Security Warning:** This email originated from outside of the Commission. Please take extra care when clicking links or opening attachments. When in doubt, contact the IT Service Desk.

Kia Ora Angel,

Please lock in these names for Manurewa Marae kaimahi they are in the process of filling out the online

[REDACTED]  
[REDACTED]  
[REDACTED] (weekends)  
[REDACTED] (weekends)  
[REDACTED] Sat 14th

Greg Whaiapu (Can you please check Gregs name he may have already applied)

Aku mihi  
Hilda [REDACTED]

Get [Outlook for iOS](#)

---

**From:** Hilda [REDACTED]  
**Sent:** Wednesday, September 13, 2023 3:26:40 PM

**To:** Angel [REDACTED] <[REDACTED]@elections.govt.nz>

**Subject:** Re: Contact Details

Kia Ora

My number is [REDACTED]

Sent from my iPhone

On 13/09/2023, at 3:16 PM, Angel [REDACTED] <[REDACTED]@elections.govt.nz> wrote:

Kia Ora Hilda

I wish to discuss something with you, better over the phone than in an email.  
I realised I don't have your contact number. Is it possible for you to give me a call today?

Ngā mihi

Angelica [REDACTED] | Electorate Manager – Manurewa & Tamaki Makaurau Electorates  
Electoral Commission | Te Kaitiaki Take Kōwhiri  
Phone [REDACTED] [vote.nz](https://www.vote.nz) | [elections.nz](https://www.elections.nz)

<image001.png>

<https://www.elections.nz/jobs/>

**Referee details:**

**Ref 1: Referee name:**

Diana

**Ref 1: Referee position:**

Business Owner

**Ref 1: Referee organisation:**

**Ref 1: Relationship:**

Worked together on and off the past 10 years

**Ref 1: Type of work:**

Working together to brief work through Diana, promotional things,

**Ref 1: Contribution:**

obliging, time-efficient, leadership, he is easy going- a people-person.

**Ref 1: Communication :**

Absolutely, 100%

**Ref 1: Effectiveness:**

**Ref 1: Strengths:**

Diligent, thorough with his work, detailed, leadership skills

**Ref 1: Re-employ:**

Yes

**Ref 1: Conflict of interest:**

Not to knowledge

**Ref 1: General comments:**

"He'd be fantastic"

**Ref 1: Political association:**

No to knowledge

**Ref 1: Confidentiality :**

Yes

**Ref 1: Reference check outcome (notes):**

A precise and people-person worker. Suitable for role. PROCEED.

**Conflict of interest declaration:**

**Are you involved in furthering the interest of any candidate, political party or political issues?:**

No

**Are there any other matters that you wish to bring to our attention that may affect your suitability for employment with the Electoral Commission?:**

No

19 September 2023

Gregory Whaiapu  
[REDACTED]

Tēnā Koe Gregory

### **Offer of Casual Employment**

I am pleased to offer you casual employment with the Electoral Commission, Te Kaitiaki Take Kōwhiri as a Issuing Officer - Ordinary and Special Votes initially in the Manurewa Electorate. You will report to the Electorate Manager for the electorate. Your employment will start on the date of your first engagement being 19 September 2023. Your employment may be extended by agreement to any other roles or locations and these agreed changes will not affect your underlying core terms and conditions of employment.

Your entire employment agreement is made up of:

1. This Letter of Offer of casual employment
2. Casual Individual Employment Agreement (Form Number: M26-IEA Casual)
3. Your Position Description (That can be found online with your offer)
4. The Code of Conduct

You will be employed on a casual basis to assist with the General Election. As a casual employee, your hours of work will be on an as requested basis. You will be notified of your place of work, your training session (if required) and your roster in due course.

While employed as a Issuing Officer - Ordinary and Special Votes you cannot publicly associate yourself with the interests of any candidate or political party, or with any political issue, and your actions must be consistent with the requirement for electoral officials to be, and be seen to be impartial in the performance of their duties. You will also be required to have signed the Commission's Code of Conduct.

### **REMUNERATION**

Your hourly rate for all hours worked will be as shown in the table below, exclusive of holiday pay. Holiday pay is calculated at a rate of [REDACTED]. Timesheets are to be completed each week and provided to your manager by close of business on the Friday after the week that you worked.

You will be paid fortnightly on a Thursday the week after you are required to submit a timesheet.

You will be paid by direct credit into the bank account you nominate once you have accepted this agreement.

Remember, in accordance with the provisions of the Wages Protection Act 1983 if there is an overpayment of wages or any other entitlement, you acknowledge that this is a debt owed to the

Commission that you will be required to repay.

The gross hourly rate and fees for attending and completing the training for the role you are being offered are as below:

<b>Position Title</b>	<b>Hourly Rate (Excluding Holiday Pay)</b>	<b>Fee for attending and completing the training</b>
Issuing Officer - Ordinary and Special Votes	██████████	██████████

## **HOURS AND NATURE OF WORK**

Your hours of work will be on an as requested basis dependent on the needs of the business.

It is a condition of your casual employment that you successfully complete the training programme for your role before any work will be assigned to you. You will be advised of your training programme schedule separately.

Prior authorisation for all hours worked must be received from your Manager. Evening and weekend work may be requested which will be paid at your standard gross hourly rate.

In line with the nature of casual work, each time you work constitutes a separate engagement, but these terms and conditions of employment will apply. Neither party has any obligations after each separate engagement, and you can have no expectation of ongoing work at the conclusion of each engagement. You can refuse or accept each separate engagement at your discretion.

## **General Requirements**

Your continued employment is conditional on successfully completing the required training.

Your employment is conditional on the Commission receiving a satisfactory:

- Ministry of Justice Check
- Reference check
- Serious Misconduct Check, if applicable
- Confirmation of the accuracy and completeness of relevant information provided during the recruitment process

If you accept this offer, you authorise the Commission to undertake periodic checks on any criminal record or traffic offences that you may have, or which may be in process or pending.

By signing this offer letter you consent to the Electoral Commission completing a Ministry of Justice (MOJ) criminal record check on your behalf. You are required to upload one of the following forms of identification with your offer letter:

- NZ driver's licence - can be expired by up to 2 years
- NZ passport - can be expired by up to 2 years



- Current overseas passport
- Current NZ firearms licence.

If you do not have any of the above forms of identification, then complete the Proof of Identity and the Statutory Declaration documents and upload them with your signed Letter of Offer.

All new employees are encouraged to be fully vaccinated against COVID-19. You may disclose your vaccination status to your manager on a voluntary basis.

This offer of employment and your ongoing employment is conditional on you having and maintaining the legal right to work in New Zealand, in the role in which you are employed with the Commission. You must inform the Commission if, at any stage, your immigration status or your legal right to work in New Zealand changes. If at any stage you do not have the legal right to work in New Zealand, in the role in which you are employed with the Commission, your employment may be terminated, after hearing from you.

If any of these checks are not satisfactory and/or conditions are not met, the matter will be discussed with you and the offer may be withdrawn immediately. In the event that employment has already commenced, your employment in this position may be terminated with immediate effect after discussing this with you.

Please take the time to consider this the proposed employment agreement and offer. You are reminded that you may seek independent advice prior to agreeing to this offer and I would encourage you to do so. If you wish to accept this offer, please electronically sign this offer, and all the forms you are requested to sign, no later than 5 days from 19 September 2023. If we have not heard from you by this date the offer will be automatically withdrawn.

Should you wish to discuss the details of this offer further, please feel free to contact me.

Ngā mihi

*Angelica*

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Electorate Manager Manurewa Electorate  
19 September 2023

## **DECLARATION**

I accept this offer of casual employment. I declare that I have read and understand the terms and conditions of employment as detailed in this letter of offer of casual employment and the Individual Employment Agreement included and accept them fully. Furthermore, I acknowledge that:

- I have had the opportunity to seek independent advice;
- I understand and accept the offer of casual employment of my own free will and that the process was fair, and I have not been subject to any undue influence; and
- The information I provided during the recruitment process is accurate and I have not provided any misleading information or omitted any relevant information.

I agree for the Electoral Commission to submit my details to the Ministry of Justice for a Criminal Convictions Check as part of my appointment process if applicable.

## ACCEPTANCE

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Signed

Digitally signed by  
Gregory Whaiapu  
22 September 2023 08:47 PM (NZST)

Gregory Whaiapu

Enclosed:

- Individual Employment Agreement
- Position Description
- Letter of Offer
- Code of Conduct
- New Employee Information Form
- Tax Code Declaration Form (IR330)
- KiwiSaver Information (KS3)
- KiwiSaver Opt-out Form
- Conflict of Interest Declaration

Please provide:

- Photo ID
- Proof of bank account details
- Evidence of right to work in NZ (Passport, visa etc)

Use this action to send the offer package to the candidate. They will be directed to login and review the offer documents and accept or decline their offer.  
PLEASE NOTE: This action will move the candidate into the "Onboarding" bucket.

Complete [Plan for later](#) [View action history](#)

**Complete: Send offer to the candidate**

Evonne [REDACTED] 9/09/2023, 6:52 PM

**Application status**

Offer review

**Approval**

Evonne [REDACTED]

**Offer review bucket date**

19/09/2023

**Message sent to:**

[REDACTED]

**CC:**

**BCC:**

**Subject:**

Offer of Employment for Manurewa - OSIO - Ordinary and Special Votes (5258)

**Message:**

Kia ora Greg  
Congratulations! We're pleased to extend an offer of employment to you for the role of Manurewa - OSIO - Ordinary and Special Votes.  
**PLEASE READ THE INSTRUCTIONS CAREFULLY**

1. Click here to login to your unique profile on our career site.
2. Follow the user friendly instructions on the screen to electronically sign your offer documents.

Ngā mihi,



# **ELECTORAL COMMISSION**

## **VOTING SERVICES - M26 IEA CASUAL INDIVIDUAL EMPLOYMENT AGREEMENT**

**BETWEEN**

**THE ELECTORAL COMMISSION  
TE KAITIAKI TAKE KOWHIRI**

**AND**

**GREGORY WHAIAPU**

## CONTENTS

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<b>1.</b>	<b>INTRODUCTION</b> .....	<b>3</b>
1.1	Good Employer .....	3
1.2	Good Faith Principles .....	3
1.3	Your Responsibilities .....	3
1.4	Variation .....	4
1.5	Management of Change .....	4
<b>2.</b>	<b>CASUAL EMPLOYMENT</b> .....	<b>4</b>
2.1	Position and Period of Employment .....	4
2.2	Hours of Work .....	4
2.3	Location .....	4
<b>3.</b>	<b>REMUNERATION</b> .....	<b>4</b>
<b>4.</b>	<b>HOLIDAYS ACT 2003 ENTITLEMENTS</b> .....	<b>5</b>
4.1	Other leave .....	5
<b>5.</b>	<b>EMPLOYEE WELLBEING</b> .....	<b>5</b>
5.1	Health and Safety .....	5
5.2	Employee Assistance .....	6
<b>6.</b>	<b>Termination Of Employment</b> .....	<b>6</b>
6.1	Notice .....	6
6.2	Suspension .....	6
6.3	Employee Protection Provision .....	6
<b>7.</b>	<b>EMPLOYMENT RELATIONSHIPS</b> .....	<b>7</b>
7.1	Expected Standards of Behaviour .....	7
7.2	Disciplinary Process .....	7
7.3	Employment Relationship Problem Resolution .....	7
<b>8.</b>	<b>CONFLICT OF INTEREST</b> .....	<b>9</b>
<b>9.</b>	<b>ACKNOWLEDGEMENT &amp; CONFIDENTIALITY</b> .....	<b>9</b>

## **1. INTRODUCTION**

The personal terms of your Employment Agreement (“the Agreement”) comprise this Individual Employment Agreement (“IEA”), attached documents (e.g. Position Description) and the terms confirmed in your letter of offer or subsequent mutually agreed variations.

The Agreement supersedes all previous negotiations, communications and commitments, whether written or oral. Where the IEA and letter of offer differ, your letter of offer shall prevail. Other Commission policies, including the Code of Conduct, also apply to your employment. It is important that you familiarise yourself with these documents, which may be amended by the Commission from time to time.

### **1.1 Good Employer**

The Commission undertakes that in all its dealings with you it shall act as a good employer. In this regard ‘good employer’ means that you will be treated fairly, justly and properly in all aspects of your employment.

The Commission operates an equal employment opportunity policy which provides for recruitment, terms of employment, conditions of work and opportunities for training, promotion and transfer to be undertaken or offered without preference being given on the basis of sex, marital status, religious or ethical belief, sexual preference, colour, race, ethnic or national origin or age.

### **1.2 Good Faith Principles**

In addition to its obligation to act as a good employer, the Commission is also committed to fostering a productive employment relationship with you founded on the mutual obligation of good faith. In this way, the parties recognise:

- The requirement to achieve the Commission’s strategic goals, to serve New Zealand society, to manage within the resources available and to meet its legal obligations.
- The importance of your views being taken into account, because the relationship between the Commission and its staff is a key determinant of the Commission achieving its goals.
- Our success in delivering a high-quality service to our society lies in a commitment to capability development, working together and taking personal responsibility for work performance.

### **1.3 Your Responsibilities**

In recognition of the Commission’s commitments to you to act as a good employer, you are expected to:

- Be honest, diligent and perform to the best of your ability;
- Work with your colleagues as a team to achieve the best possible outcome;
- Be flexible about performing reasonable alternative duties;
- Act professionally with customers and service providers;
- Take responsibility for your own personal development and participate in opportunities offered by the Commission; and
- Comply with the Public Service and Commission Code of Conduct.

## **1.4 Variation**

The Agreement may be varied by agreement between you and the Commission. Any variation to the Agreement will be recorded in writing.

## **1.5 Management of Change**

As there is no expectation of ongoing employment, management of change arrangements such as redundancy will not apply.

## **2. CASUAL EMPLOYMENT**

### **2.1 Position and Period of Employment**

Your duties and responsibilities are set out in any Job Description attached or in your letter of offer, and further detail may be provided at or before the commencement of any assignment.

This role exists to assist the Commission with preparation for and/or conduct of the next general election and any other electoral activities or events falling within the term of this Agreement.

This Agreement will commence on the start date set out in your letter of offer.

As a casual employee, your employment will be on an “as and when required” basis. Each time you work constitutes a separate engagement but these terms and conditions of employment will apply.

Neither party has any obligations after each separate engagement, and you can have no expectation of ongoing work at the conclusion of each engagement. Work is not guaranteed and the Commission is under no obligation to provide it. You can refuse or accept each separate engagement at your discretion. You will be expected to work if an engagement is accepted by you.

### **2.2 Hours of Work**

Your hours of work will be on “as and when required” basis subject to the Commission’s business needs and your availability. You have no fixed hours of work.

You will be notified of each employment engagement and the number of hours you will be required to work before each engagement begins. This could include weekends or evening work. You can refuse or accept each separate engagement at your discretion.

### **2.3 Location**

The location of your work will be specified in your letter of offer in agreement with your manager as set out in the Flexible Work Arrangements policy. However, you may be required to travel from time to time.

## **3. REMUNERATION**

Your personal remuneration details are specified in your letter of offer.

Where you request, the Commission shall deduct from your wages any agreed amount specified by you. You authorise the Commission to make lawful deductions from your pay in accordance with the Wages Protection Act 1983.

Specific deductions will be made after consulting with you, including deductions from salary for leave taken in advance, cost of unreturned property of the Commission, or any debt owing to the

Commission, whatever it may be.

#### **4. HOLIDAYS ACT 2003 ENTITLEMENTS**

The Holidays Act 2003 (and any subsequent amendments) will apply. You can obtain further information about your entitlements under the Holidays Act 2003 and any subsequent amendments from the Ministry of Business, Innovation and Employment or your Manager.

If the Commission offers you work on a public holiday and you accept the engagement, you will be paid one and a half times your hourly rate for the hours worked.

As engagements under this agreement are on an 'as and when required' basis, with no certainty of hours or continuity of work, you will receive by way of holiday pay [REDACTED] which will be paid at the same time as your pay. This is due to the intermittent and irregular nature of your work, which makes it impracticable for the Commission to provide you with 4 weeks' annual leave after 12 months of continuous employment. You have no other entitlement to annual leave.

##### **4.1 Other Leave**

Entitlement to paid leave for sickness (including domestic leave), bereavement and family violence generally only applies once an employee has completed six months' continuous service (meaning over the period of six months, hours worked average at least 10 hours a week, and no less than one hour in every week, or no less than 40 hours in every month). Due to the intermittent nature of casual employment, it is uncommon for casual employees to become entitled to these types of paid leave. However, if you do complete six months' continuous service you will be entitled to paid sick and bereavement leave in accordance with the Holidays Act 2003 and the relevant Commission policy.

Entitlement to parental leave is determined in accordance with the Parental Leave and Employment Protection Act 1987 and the Commission policy. There are a variety of paid and unpaid entitlements, which generally do not arise until an employee has been employed for at least an average of 10 hours a week, over a period of at least 6 months preceding the expected date of birth or assumption of responsibility for a qualifying child.

You can obtain further information about these entitlements from the Ministry of Business Innovation and Employment and the Commission's Policies.

#### **5. EMPLOYEE WELLBEING**

##### **5.1 Health and Safety**

The Commission is committed to providing a healthy and safe working environment for all employees and complying with the principles of the health and safety legislation and any relevant Codes of Practice.

Taking reasonable care for your own health and safety and that of others at work and ensuring that any accidents and/or health and safety issues are reported to management in the appropriate manner is part of your role in maintaining a safe and healthy workplace.

You are encouraged to actively participate in and contribute to the continuous improvement of health and safety in your workplace. You should be aware of the emergency procedures for your work area, take the opportunity to participate in representative structures such as workplace committees and undertake health and safety training as required by the Commission.



## **5.2 Employee Assistance**

The Commission provides an employee assistance programme which is available to all employees, at all levels, on a voluntary basis. An initial three sessions are available. The programme provides assistance where your work performance has, or may become, affected by a personal problem. The content of such assistance is confidential and will in no way be detrimental to your employment.

## **6. TERMINATION OF EMPLOYMENT**

### **6.1 Notice**

This clause applies during each period of engagement. At the conclusion of each period of engagement there is no obligation on the Commission to offer further work and there is no obligation on you to accept further work.

This does not prevent the Commission from terminating your employment without notice in the event of serious misconduct.

If you are absent from work for five consecutive days during a period of engagement without notification to your Manager, or without appropriate authorisation from your Manager, you will be considered to have abandoned your employment, unless you are able to show that you were unable to fulfil your obligation under this clause through no fault of your own. The Commission will make all reasonable efforts to contact you during this time.

### **6.2 Suspension**

During a period of engagement, the Commission has the right to suspend you on pay pending the outcome of any fact finding or disciplinary investigation required (after hearing from you).

### **6.3 Employee Protection Provision**

This clause applies during each period of engagement. In this clause, "new employer", "restructuring", and "affected employee" shall have the meaning given to them in s 69OI of the Employment Relations Act 2000. In particular, restructuring means where the Commission is contracting out, selling or transferring all or part of its business.

Prior to the Commission restructuring the business, it will enter into negotiations with any new employer about how the restructuring relates to affected employees, including whether they will transfer to the new employer, and if they do whether they will transfer on their existing terms and conditions of employment.

The process which the Commission will follow in such negotiations is:

- explaining to a new employer the Commission's obligation to negotiate about the restructuring;
- informing a new employer that the Commission wishes to negotiate in relation to the possible transfer of affected employees to the new employer and whether employees will transfer on their same terms and conditions of employment;
- putting a proposal to a new employer in relation to whether affected employees will transfer to the new employer and if so whether they will transfer on their existing terms and conditions of employment;
- considering any response from a new employer; and
- attempting to reach an agreement with a new employer on whether any or all of the affected employees will transfer and on what terms and conditions.

If the new employer offers you employment, you will be given a reasonable opportunity to elect whether or not to accept that offer and will be advised of the date by which you must decide whether or not to transfer to the New Employer.

If, following negotiations with the new employer, some or all of the affected employees are not to transfer to the new employer, the process which the Commission will follow is:

- reviewing the relevant employment agreement to ascertain if it includes any entitlements for non-transferring employees;
- consulting with non-transferring employees concerning what entitlements if any (such as notice, compensation, time off work to attend work interviews and/or outplacement support) are to be available to them;
- putting a proposal to non-transferring employees (or some of them) about such entitlements (to the extent we consider it appropriate to do so);
- receiving and considering any comments from non-transferring employees about any such proposal; and
- deciding whether to make available to non-transferring employees any of the matters dealt with in the proposal, or suggested by the non-transferring employees, and informing non-transferring employees of the Commission's decision.

## **7. EMPLOYMENT RELATIONSHIPS**

### **7.1 Expected Standards of Behaviour**

The Commission's Expected Standards of Behaviour that all employees have to adhere to, are included in the Commission's Code of Conduct and Values.

### **7.2 Disciplinary Process**

You are expected to maintain high standards of behaviour and performance in your workplace, familiarise yourself with the Commission's Code of Conduct and not conduct yourself in a manner that is liable to bring the Commission into disrepute. You are expected to adhere to the standards of conduct and performance as detailed in the Commission's policies and the Code of Conduct.

The Commission will operate a policy to apply where disciplinary action is taken against an employee. That policy will ensure that consistent practices exist for managing unacceptable behaviour and poor performance in a fair and equitable manner.

### **7.3 Employment Relationship Problem Resolution**

#### **Definition**

An employment relationship problem can include the following:

- Where you believe you have a personal grievance (defined below);
- Where you believe your Employment Agreement has not been followed or properly applied;
- Where you are unsure about your employment status;
- Where you have not been paid what you believe you should have been for work done;
- When you have not been allowed to participate in union meetings or to take union education leave;
- Where you believe you have been treated unreasonably, unfairly or have been discriminated against for any reason.

## **Resolving Employment Relationship Problems**

The first step towards resolving an employment relationship problem is to talk to your Manager about it. You may do this with the support and advice of an independent Advisor of your choosing.

The Commission is committed to working to resolve employment relationship problems as quickly and informally as possible.

If your employment relationship problem cannot be resolved informally through the Commission, you can use the more formal process that is offered by the Ministry of Business Innovation and Employment, Mediation Services.

## **Personal Grievances**

Under the Employment Relations Act 2000, you may have a personal grievance if you have been:

- Unjustifiably dismissed;
- Disadvantaged;
- Discriminated against;
- Sexually harassed;
- Racially harassed;
- Put under duress because of your involvement or non-involvement in union activities.

You have 90 days to raise a grievance from the time the event that caused the grievance:

- Occurred; or
- Came to your notice.

In exceptional circumstances you may have longer than 90 days to put a grievance to the Commission.

The period for an employee to raise a grievance for sexual harassment is 12 months.

You can seek advice, assistance and/or support from your union or other employment representative if you believe you have a personal grievance.

If you have been dismissed then you have the right to obtain a written statement of the reasons for your dismissal as long as you make a request within 60 days. The Commission must respond to you within 14 days from the time your request is received.

## **Disputes**

A dispute will generally occur when you disagree with the way your employment agreement has been interpreted or applied.

You should raise any issues of this nature with your Manager as soon as practicable.

## **Formal Resolution Processes**

Any dispute, grievance or relationship problem not resolved through this informal process can be raised formally with the Ministry of Business Innovation and Employment, Mediation Services by you, your representative, or the Commission. A mediated process is a necessary pre-cursor to any further litigation. All effort must be made by the parties to resolve issues at the lowest level.

If resolution is not reached by mediation, the problem may be raised in the Employment Relations Authority. Authority decisions can be appealed in the Employment Court.

Details of these services are available from your Manager or the Ministry of Business Innovation and Employment.

## **8. CONFLICT OF INTEREST**

While employed as an electoral official you cannot publicly associate yourself with the interests of any candidate or political party, or with any political issue, and your actions must be consistent with the requirement for electoral officials to be and be seen to be impartial in the performance of their duties.

You must ensure that you are not involved directly or indirectly in any activity, employment or business which may affect or compromise your ability to perform your duties, or which may conflict with the role of the Commission.

You must not accept any payment or other benefit in money or in kind from any other person or company or other organisation as an inducement or reward for any action in connection with any matter or business transacted by, or on behalf of the Commission.

If you are unsure about any aspect of this clause, you should discuss it with your manager.

## **9. ACKNOWLEDGEMENT & CONFIDENTIALITY**

You understand and agree to abide by the terms of this agreement and any applicable policies.

You understand that this document supersedes and replaces any and all previous arrangements that may have existed between the Commission and yourself.

You acknowledge that:

- You have read and understood the terms and conditions and received a copy of this agreement.
- You have been informed of your relevant entitlements under the Holidays Act 2003 and how to obtain further information if need be.
- You were given the opportunity to seek independent advice and/or explanations of any term or condition which you did not understand prior to signing the agreement.
- You do not have any disability, medical condition, injury or illness which would affect your ability to carry out your duties and responsibilities under this agreement.
- You will immediately inform the Commission of any disability, medical condition, injury or illness that you may incur in the future which may affect your ability to carry out your duties and responsibilities under this agreement.
- You acknowledge that the contents of this Agreement shall, except with the prior written agreement of both parties, remain confidential to the parties and such advisers or representatives who are authorised to act on behalf of either party.
- The information you provided is true and correct to the best of your knowledge and belief.
- You understand that if the Commission discovers that you have supplied any false information or have misled the Commission in any way, this agreement may be terminated immediately.

You undertake not to disclose to any third party, or make use of, any confidential information or material obtained during your employment except with the prior written consent of the Commission. You must comply with your obligations under the Privacy Act 2020. The operation of this clause shall survive the termination of this Agreement.

**Signed by:**

Digitally signed by  
Gregory Whaiapu  
22 September 2023 08:47 PM (NZST)

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Gregory Whaiapu

**Signed by:**

*Angelica*

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Angelica

**Date:**

19 September 2023