



# Housing New Zealand Corporation Collective Agreement

Term: 1 July 2014 – 30 June 2016

*Together we're* **Housing** New Zealand

# Contents

SECTION:	PAGE:
<b>Section 1: Statement of the Parties</b> .....	<b>4</b>
1.1 Introduction .....	4
1.2 Principle Based Collective .....	4
1.3 Partnership for Quality Protocol .....	4
1.4 HNZC's Values .....	5
1.5 Good Employment Principles .....	5
1.6 Application of the Agreement.....	5
1.7 Policies and Procedures .....	5
<b>Section 2: Technical Provisions</b> .....	<b>6</b>
2.1 Parties .....	6
2.2 Coverage .....	6
2.3 Term .....	6
2.4 Variation .....	6
2.5 Integrity.....	6
2.6 Minimum Conditions .....	6
<b>Section 3: Public Service Association</b> .....	<b>7</b>
3.1 PSA Facilities .....	7
3.1.1 Recognition .....	7
3.1.2 Delegate Training and Activities .....	7
3.1.3 Access.....	8
3.1.4 Deduction of PSA Subscriptions.....	8
3.1.5 PSA Meetings.....	8
3.1.6 Facilities .....	8
<b>Section 4: Workplace Flexibility</b> .....	<b>9</b>
4.1 Workload Management .....	9
4.2 Hours of Work.....	9
4.2.1 Standard Hours .....	9
4.3 National Contact Centre Hours of work .....	10
4.4 Business Expenses .....	10
<b>Section 5: Employee Well-being</b> .....	<b>11</b>
5.1 Workplace Health and Safety .....	11
5.2 Eye Test and Flu Vaccination .....	11
5.3 EAP (Employee Assistance Programme) .....	12
5.4 HNZC Insurances .....	12
5.5 Leave.....	12
5.5.1 Sick Leave Entitlement.....	12
5.5.2 Long Term Illness.....	13
5.5.3 Medical Examination .....	13
5.5.4 Bereavement/Tangihanga Leave .....	13
5.5.5 Parental Leave .....	13
5.5.6 Annual leave.....	14
5.5.7 Public Holidays.....	14
5.5.8 Long Service Leave.....	14
5.5.9 Leave Without Pay .....	15

5.5.10	Study Leave .....	15
5.5.11	Jury Service.....	15
5.5.12	Volunteers Leave .....	15
<b>Section 6: Employment Relationship .....</b>		<b>16</b>
6.1	Behaving with Integrity .....	16
6.2	Performance in Partnership .....	17
6.3	Performance Management and Disciplinary Procedures.....	17
6.3.1	Performance Management Procedures.....	17
6.3.2	Disciplinary Procedures.....	18
6.3.3	Suspension.....	18
6.4	Problem Resolution .....	18
<b>Section 7: Organisational Effectiveness.....</b>		<b>20</b>
7.1	Appointment Process .....	20
7.2	Induction .....	20
7.3	Performance in Partnership .....	20
7.4	Learning and Development .....	20
7.5	Remuneration Principles .....	21
7.6	Leaving HNZC.....	22
7.7	Abandonment of Employment .....	22
<b>Section 8: Management of Change .....</b>		<b>23</b>
8.1	Change is an inevitable and ongoing process in the workplace.....	23
8.1.1	Consultation .....	23
8.1.2	Affected Employees .....	23
8.1.3	Impact on Roles .....	23
8.2	Process .....	23
8.2.1	Reconfirmed Positions .....	24
8.2.2	Ring Fenced Selection Pool .....	24
8.2.3	Redeployment .....	24
8.3	Reasonable offer (into a suitable alternative position).....	24
8.4	Disestablished .....	25
8.4.1	Options.....	25
8.4.2	Retraining.....	25
8.4.3	Equalisation Allowance .....	25
8.4.4	Relocation .....	25
8.4.5	Support available during the review process .....	26
8.5	Redundancy .....	26
8.6	Technical Redundancy .....	26
8.7	Employee Protection .....	27
<b>Appendix One .....</b>		<b>29</b>

## Section 1: Statement of the Parties

### 1.1 Introduction

Housing New Zealand Corporation (HNZC) aspires to be a Crown Owned Entity leader and employer of choice by providing outstanding service, acting with integrity, and valuing people which contributes to and supports HNZC's Objectives and Values.

The Public Service Association (PSA) aims to ensure employees have well-paid secure jobs with defined career paths and training, on-the-job recognition, respect, and safe, secure and healthy workplaces.

Together HNZC and PSA have formed a partnership relationship, formalised in the Partnership for Quality Protocol.

HNZC and PSA aim to enhance the quality of services provided by the HNZC, increase job satisfaction for employees, and facilitate PSA's participation in decision-making within the HNZC.

### 1.2 Principle Based Collective

The Collective Agreement is principle based and aligns its employment provisions with the principles of HNZC and PSA. The Collective is based on and inspired by:

- Partnership for Quality Protocol
- HNZC's Values
- Good Employment Principles

Each section in the Collective Agreement is organised as an overarching statement, a purpose statement, operating principles, followed by the entitlements.

### 1.3 Partnership for Quality Protocol

HNZC and PSA agree to:

- Conduct all dealings in "good faith"
- Maintain open and regular communication to keep each other informed on any issues of significance
- Problem solve issues of concern promptly
- Reach decisions on projects by consensus, where possible, and respect each other's right to disagree
- Share any information that is relevant to the other party, except where there is a specific prohibition

HNZC and PSA representatives will meet to problem solve any issues arising from this Collective Agreement and to review and develop information required to support the Collective Agreement.

#### **1.4 HNZC's Values**

HNZC's Values influence everything we do:

- One Team, Kotahitanga
- Integrity
- Excellence

#### **1.5 Good Employment Principles**

We will be fair and reasonable with one another in our dealings, and accept personal responsibility for our actions.

#### **1.6 Application of the Agreement**

This Agreement supersedes and disposes of all previous Agreements, both verbal and written, that may have applied, except the agreed terms and conditions as are contained in letters of appointment received from HNZC and accepted by employees prior to the execution of this Agreement.

The Appendix attached to this Agreement includes additional terms and conditions of employment and is intended to have contractual effect.

#### **1.7 Policies and Procedures**

This Collective Agreement is supported by HNZC's policies and procedures, which can be accessed on the intranet, or requested from the employee's manager. Electronic hyperlinks to the relevant policies and procedures are also included in this document for ease of reference. Employees are required to make themselves aware of, and comply with all applicable policies and procedures.

HNZC may make changes to policies and procedures from time to time, including introducing new policies, or amending or withdrawing existing policies. HNZC will consult with the PSA about any substantive changes to its policies, prior to effecting such changes.

Changes to any policies and procedures will not constitute a variation as defined in 2.4 of this Agreement.

## Section 2: Technical Provisions

### 2.1 Parties

The parties to this agreement are the Housing New Zealand Corporation (HNZC) (the employer) and the New Zealand Public Service Association (PSA) (the union representing HNZC employees).

### 2.2 Coverage

This Agreement is made in terms of the Employment Relations Act 2000. It shall apply to HNZC and to all permanent and fixed term employees of HNZC who are members of the PSA with the exception of:

- (a) The Chief Executive
- (b) General Managers
- (c) All Managers reporting to General Managers
- (d) All positions within the HR Relationship Team
- (e) PAs/EAs to General Managers
- (f) Chief Financial Officer
- (g) EAs/Executive Advisor to Chief Executive
- (h) Performance and Rewards Manager
- (i) Senior Payroll Advisor, Payroll Advisor and Payroll Administrator
- (j) Regional Managers

### 2.3 Term

This Collective Agreement commences on 1 July 2014 and expires on 30 June 2016.

### 2.4 Variation

Any or all provisions of this Collective Agreement may be varied by agreement between HNZC and PSA. Variations will be ratified by PSA members affected by the changes, using the PSA ratification procedure.

### 2.5 Integrity

Where agreement on a variation is reached between HNZC and PSA, the variation will be set out in writing and attached to this Collective Agreement.

This Agreement will not lessen existing terms and conditions, unless specifically agreed.

HNZC and PSA recognise that development of this Agreement may have resulted in errors that may alter the original intent. Where errors are identified, it is agreed that the matter will be reviewed as per 1.3.

### 2.6 Minimum Conditions

HNZC and employees may agree terms and conditions in excess of those contained in this Collective Agreement.



## Section 3: Public Service Association

PSA's objective is to build a strong effective union working to improve the quality of the Public Service and the employment environment within HNZN.

The Partnership for Quality Protocol with HNZN provides means for PSA delegates and members to be actively involved in the design and delivery of HNZN's services.

HNZN and PSA agree to train and educate members appropriately because we believe active involvement of members in the work of HNZN and PSA will increase members' job satisfaction, management quality and delivery of quality services.

### 3.1 PSA Facilities

#### 3.1.1 Recognition

HNZN recognises the PSA, its delegates, officials and officers, as representing the interests of its members.

HNZN and PSA will agree engagement processes and structures for delegates and managers to meet regularly and to further the relationship between them.

HNZN will provide new employees with information about the PSA, including relevant contact details. The PSA will provide the relevant information to be given to employees.

HNZN will periodically provide the PSA, where reasonable and practicable, with information related to the location and number of members and employees who come under the coverage clause of the agreement.

HNZN and the PSA may agree other arrangements for maintaining, establishing or further developing the relationship between them.

#### 3.1.2 Delegate Training and Activities

HNZN and PSA acknowledge the importance and the benefits of delegates in the workplace and want delegates to be well trained.

HNZN and PSA will identify training needs of delegates and together develop an annual training programme.

The Employment Relations Act makes provision for unions to send their members on courses to learn more about employment relations. Employment Relations Education Leave is leave on pay and is in addition to annual and special leave.

HNZN will permit delegates reasonable paid time to carry out their role effectively within the workplace (subject to arrangements agreed between the PSA and HNZN dealing with notice, timing etc). This includes reasonable time for recruitment, to meet with new and potential members, other delegates and PSA officials over employment related matters.

When delegates are required to attend training or union activities, including Employment Relations Education Leave, they will obtain the prior approval of their manager.

### **3.1.3 Access**

The provisions of the Employment Relations Act will apply in respect of union access to HNZN workplaces.

### **3.1.4 Deduction of PSA Subscriptions**

HNZN shall deduct PSA membership fees from the salaries of employees when authorised in writing by the employees, and shall remit such subscriptions to the PSA.

### **3.1.5 PSA Meetings**

PSA members will have the opportunity to attend two two-hour meetings, per annum held during work time, to conduct PSA business, in accordance with the Employment Relations Act. PSA meetings will be agreed in advance by management, so that business requirements are maintained. The PSA will give HNZN reasonable notice and HNZN will not unreasonably withhold agreement for these meetings.

Paid leave is only available for actual attendance at PSA meetings where the employee would otherwise be working for HNZN during the meeting.

The PSA shall provide HNZN with a list of names of PSA members who attended the meeting and the time at which the meeting finished.

HNZN and the PSA may agree additional allocations of time for paid PSA meetings.

### **3.1.6 Facilities**

HNZN will provide reasonable access to facilities for delegates to carry out their role. This includes, where practicable, access to a workstation (with word processing, email, and external internet capability), photocopying facilities, and facilities for communication with members including meeting spaces, tele-conferencing facilities, notice boards, internet, mail, telephone and email, on a reasonable use basis. Where the additional cost to HNZN is more than nominal, the PSA must obtain the agreement of HNZN, prior to incurring the expense. If HNZN does not agree to meet these costs, they must either not be incurred or be reimbursed by the PSA. In addition, members will be allowed reasonable access to the PSA's external website. In using these facilities, delegates and members will observe all HNZN's normal standards and policies that apply to such facilities.



## Section 4: Workplace Flexibility

HNZC and employees take a flexible approach to when and how we work in order to meet personal, customer and business needs. Workplace flexibility means thinking outside the square, accepting that people are different, being open to new processes, systems, greater self-management and good communication.

### 4.1 Workload Management

Workload management ensures work is allocated fairly and completed efficiently.

HNZC will meet changing workload needs by effective management and resourcing. This will involve using different responses according to the needs and abilities of staff, the type of work and the opportunity to develop employees where possible. Participation in reaching decisions will enable ownership.

Where an employee has concerns that their workload may be creating an unsafe work environment, they should raise this with their manager, HR or the PSA. Where such issues are raised HNZC shall consider what action may be appropriate to address them.

### 4.2 Hours of Work

Work-life balance is about helping staff to maintain healthy, rewarding lifestyles that will in turn lead to improvements in productivity and performance. Strategies to achieve balance will differ between business groups depending on their function, the types of work roles they offer, and their workforce profile.

We will ensure that high levels of health and safety are maintained in balance with the business needs in order to operate effectively.

#### 4.2.1 Standard Hours

Unless otherwise agreed in an employer's letter of engagement, the standard hours of work for a full-time employee are 40 hours per week.

An employee and HNZC may mutually agree changes to their individual hours of work in writing.

All employees will be entitled to two consecutive days off per week.

Employees may be required to work outside these hours, by mutual agreement, or at weekends on occasion, in order to meet the requirements of their position.

By prior arrangement, where additional hours are worked, recognition/compensation for these hours may be mutually agreed. Employees may be granted time off in lieu of additional hours worked, subject to the prior approval of their manager. It is expected that time off in lieu is not provided to staff in senior and management roles.

Where an employee is required to work on a normal day off, they will receive a minimum payment of three hours time off in lieu, or three hours pay at their ordinary pay rate. This shall not apply to staff in senior or management roles.

Rest and meal breaks will be provided in accordance with the Employment Relations Act 2000.

### **4.3 Customer Services Centre Staff Hours of Work**

The Customer Services Centre is a 24 hour a day, 7 day a week operation. Housing Advisors are rostered on shifts between the hours stipulated in their letter of offer. Rosters will be published two weeks in advance. Unless otherwise agreed, regardless of shift, each roster should allow Housing Advisors to have two consecutive days off per week not including any agreed overtime.

Unless otherwise agreed, the minimum off duty period between the rostered finishing time for any shift and the commencing time for the following shift shall be 9 hours provided that if any agreed overtime is worked, not less than 8 hours shall be allowed between the finishing time of one shift and the commencing time of the next shift.

Housing Advisors shall have the ability to change shifts with one another (on a non permanent basis) provided that:

- the approval of the appropriate person is obtained; and
- such changes do not involve the payment of additional overtime or other penalties, or any other additional costs for the HNZA; and
- the Housing Advisors concerned hold the same skills; and
- the exchange complies with the 'minimum hours off between rostered shifts' clause, as set out above; and
- the exchange does not result in the employee working any additional days within one pay period.

Rest and meal breaks will be provided in accordance with the Employment Relations Act.

Existing PSA members as at the date of ratification who currently receive a shift allowance will be entitled to retain that allowance as an individual term, and this will be confirmed in writing to the employees concerned.

### **4.4 Business Expenses**

Employees will be reimbursed for their work-related expenses on an actual and reasonable basis.

## Section 5: Employee Well-being

We are committed to the well-being of employees. We recognise that a healthy employee is more effective as a colleague and contributes better to a productive workplace.

Employees make their best contribution when they are recognised and supported to achieve a balanced and rewarding life. We all have a responsibility to support others in good health and well-being. The continuous review of work environments, practices and relationships will assist well-being.

### 5.1 Workplace Health and Safety

HNZC are committed to, and have a responsibility to provide healthy and safe work environments.

The PSA also has a commitment to developing healthy and safe work environments through active involvement of PSA members.

All staff have a responsibility to identify then eliminate, isolate or minimise hazards in a timely and appropriate manner. Each workplace will have systems for resolving health and safety issues and personal security issues and will have emergency procedures in place with appropriate training. Where HNZC controls property it will meet recommended building and health and safety standards

HNZC conducts regular health and safety meetings in Auckland and Wellington. Up to two PSA representatives will be invited to these meetings.

### 5.2 Eye Test and Flu Vaccination

Employees who use a Visual Display Unit ('VDU') screen for at least 50% of their daily work are entitled to reimbursement on production of receipts for an annual eye test, and if the below conditions are met, the employee may be entitled to a yearly reimbursement of the cost of lenses and frames upon production of receipts, to a maximum of:

- \$375 for employees who require new eyewear, or
- \$350 for employees with existing eyewear.

In order to obtain this reimbursement, the employee must provide a report from an optometrist which shows that either:

- An eyesight problem has been created or worsened by the employee's use of a VDU at HNZC or
- Eyewear is required for the normal viewing distance of VDU.

All employees are entitled to a free annual influenza vaccination. The vaccination is optional.

H-123 – Health and Wellness: Staff Entitlements

### **5.3 EAP (Employee Assistance Programme)**

All staff are entitled to three confidential EAP counselling sessions provided by EAP Services to help them deal with personal and work issues which can affect work performance.

Managers are able to authorise a further 3 sessions if evidence suggests that these extra sessions would be beneficial. HR account managers are available for support if required.

### **5.4 HNZN Insurances**

HNZN currently provides a suite of insurance policies (Staff Health Insurance Plan, Staff Trauma Cover, Staff Income Continuance Cover and Staff Life Insurance), through an external insurance provider, to all eligible permanent staff members who work 20 hours or more per week. This insurance cover is subject to the terms and conditions as imposed by the external insurance provider outlined in the policy documents.

HNZN retains the right to modify, replace or withdraw any insurance cover from time to time, following consultation with affected staff. Refer to detail on HNZN's Suite of Insurances on HNZN's intranet.

Eligible new staff are covered from the date they began with HNZN and with the exception of the Staff Health Insurance Plan, staff are not required to complete an application form to become eligible for these insurance policies.

H-123 – Health and Wellness: Staff Entitlements

### **5.5 Leave**

Leave provides employees with the opportunity for rest and relaxation, assisting them to achieve balance in their lives.

Leave taking involves management of individual and business needs, and to work effectively requires planning, flexibility and shared responsibility between the employee and the manager.

A further description of leave entitlements is set out in Appendix One.

#### **5.5.1 Sick Leave Entitlement**

After six months continuous service employees are entitled to 11 days sick and domestic leave and a further 11 days after the completion of 12 months service.

There after employees are entitled to 12 days sick leave per annum.

An employee's sick leave entitlement is to cover situations where an employee is sick or injured and or has to care for a family or household member who through illness or injury has become dependent on them.

To assist with the smooth running of HNZN, employees will provide advice of their absence to their manager as soon as possible.

Unused sick leave may be accumulated for use in future years, therefore, there is no cap on this accumulation.

No deduction will be made for absences of less than two hours, (for example but not limited to, to allow staff to attend urgent medical appointments for themselves or their dependents or due to temporary illness of short duration of the employee or their dependents).

In the event that an employee has no accumulated sick leave entitlement, the employee may, at their manager's discretion:



- (a) anticipate up to five days sick; and/or
- (b) use their annual leave entitlement instead; and/or
- (c) take leave without pay
- (d) in exceptional circumstances be approved discretionary paid leave

Each case will be approved on a case by case basis and as determined by HNZN.

A medical certificate may be requested to support absences of more than three consecutive working days, or otherwise in accordance with the Holidays Act.

H-108 – Leave Policy

### **5.5.2 Long Term Illness**

HNZN will always do its best to provide continued employment when employees are prevented from attending work owing to long term or recurring illness or injury. There is, however, a limit on how long a position can be kept open.

In the event that an employee is unlikely to be able to return to their former position within the foreseeable future, by reason of sickness or ill health, based on an assessment by an appropriately qualified practitioner, or at the employee's request, two practitioners, in accordance with clause 5.5.3 below, and there are no suitable alternative redeployment opportunities available, HNZN may terminate their employment. In such circumstances, HNZN shall pay employees a total amount equivalent to one month's total remuneration package in lieu of notice, together with any outstanding accumulated sick leave, being full satisfaction of all obligations HNZN has to employees under this agreement.

H-108 – Leave Policy

H-123 – Health and Wellness: Staff Entitlements

### **5.5.3 Medical Examination**

Where HNZN is concerned about use of sick leave, or if the employee is away from work for more than two weeks, or there is a concern about whether an employee's health may be affecting their safety and/or the safety of others in the workplace, HNZN can require the employee to undergo a medical examination with a practitioner nominated by HNZN at HNZN's cost.

HNZN will take into consideration medical practitioner preferences expressed by the staff member in terms of undertaking the examination(s). At the employee's request HNZN shall endeavour to provide the employee with a choice of two different medical practitioners.

Reports will be provided to the employee and HNZN, and will be treated in the strictest confidence.

### **5.5.4 Bereavement/Tangihanga Leave**

HNZN supports employees taking reasonable time off on pay when they need to meet their obligations and/or pay respects to a deceased person whom they have a close association.

Annual leave can be used for bereavement leave to a maximum of five days if bereavement leave is exhausted.

H-108 – Leave Policy

### **5.5.5 Parental Leave**

Parental leave, which is leave without pay, is available in accordance with the Parental Leave and Employment Protection Act 1987.

Additional information regarding parental leave entitlements is contained in the Appendix attached to this agreement.

H-108 – Leave Policy

### **5.5.6 Annual leave**

All employees are entitled to four weeks paid annual leave per annum. Staff are entitled to five weeks annual leave on completion of three years continuous service with HNZN.

If an employee (or a person who depends on them for care) becomes sick or injured for three or more consecutive days, during a period of annual leave, the employee may take sick leave, provided they notify their manager at the time and produce a medical certificate, wherever practicable.

If an employee suffers a bereavement whilst on annual leave, they will be entitled to take bereavement leave, provided they notify their manager at the time, wherever practicable.

Additional information relating to annual leave is contained in the Appendix attached to this Agreement.

### **5.5.7 Public Holidays**

All employees are entitled to the public holidays outlined in the Holidays Act 2003: Christmas Day, Boxing Day, New Year's Day, 2 January, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, Queens Birthday, Labour Day and anniversary of the province.

If employees are required to work on a public holiday, they will receive payment at one and a half times their relevant daily pay for hours worked. If that day was one that would otherwise be a working day for that staff member they will also receive an alternative holiday, to be taken in agreement with their manager.

### **5.5.8 Long Service Leave**

Effective from 1 July 2008, all employees are entitled to long service leave on the following basis:

- After 10 years continuous HNZN service an employee is entitled to 2 weeks long service leave to be taken in one period, within 2 years of qualification
- After 15 and 20 years continuous HNZN service an employee is entitled to 1 week long service leave to be taken in one period, within 2 years of qualification
- After 25 and 30 years continuous HNZN service an employee is entitled to 1 week long service leave to be taken in one period, within 2 years of qualification

For implementation purposes only, as at 1 July 2014 all eligible employees with greater than 25 years continuous HNZN service will receive a maximum of 1 weeks long service leave to be taken within 2 years. Any future long service leave entitlements will need to be taken in one period within 2 years qualification. Long service leave is not payable when an employee leaves HNZN.

Taking of long service leave must be agreed between the manager and the employee.



### **5.5.9 Leave Without Pay**

Employees who have exhausted their annual leave entitlement are able to apply for leave without pay. However, there is no entitlement to leave without pay, and it will be provided at HNZC's discretion.

Additional information relating to leave without pay is contained in the Appendix attached to this Agreement.

### **5.5.10 Study Leave**

HNZC may, at its discretion, approve up to five days paid study leave per annum.

A contribution toward the cost of papers can also be paid on successful completion of those papers. This must be agreed by the manager before undertaking the study.

### **5.5.11 Jury Service**

Employees on jury service will continue to receive their ordinary pay. Fees paid to the employee in respect of jury service must be reimbursed to HNZC, however expenses may be retained by the employee.

### **5.5.12 Volunteers Leave**

Qualifying employees are entitled to Volunteers Leave in accordance with the Volunteers Employment Protection Act 1973.

H-108 – Leave Policy

## Section 6: Employment Relationship

The employment relationship is guided by the workplace, partnership and good employment principles. HNZN and the PSA aim to have positive employment relationships at all levels with all groups within HNZN. Both parties believe this can be achieved by applying the Partnership for Quality Protocol and working together collectively and cooperatively to achieve HNZN's Statement of Intent.

Both HNZN and PSA believe that a successful partnership relationship is built on mutual trust and agree that good faith forms the cornerstone of that relationship.

HNZN and the PSA acknowledge that HNZN is made up of diverse groups of employees that need flexible solutions in order for their needs and issues to be dealt with in a fair manner. Diversity means that sometimes in order to be fair employees are treated differently.

### 6.1 Behaving with Integrity

HNZN expects employees to behave with integrity. HNZN Standards of Integrity and Conduct Policy and the State Services Standards of Integrity and Conduct sets out expected standards of behaviour. Both documents are readily available and are discussed with employees on their appointment to HNZN.

It is the responsibility of employees to familiarise themselves with these documents.

H-109 Standards of Integrity and Conduct  
[www.ssc.govt.nz](http://www.ssc.govt.nz)

### Confidentiality and Security of Information

Employees are responsible for maintaining the security of information held by HNZN. All work that is produced in the course of employment is the property of HNZN and HNZN is entitled to any copyright or other intellectual property rights for this work.

Any information, which employees acquire either directly or indirectly as a result of employment by HNZN, is deemed to be confidential to HNZN and such information shall be treated in the strictest confidence.

At no time, during employment with HNZN may employees disclose this information to any person unless it is a necessary part of the normal course of the performance of their duties or with the prior written approval of the Chief Executive.

HNZN Standards of Integrity and Conduct and the State Services Standards of Integrity and Conduct sets out expected standards of behaviour with regard to confidentiality and security.

H-121 – Protected Disclosures Policy  
H-109 – Standards of Integrity and Conduct  
[www.ssc.govt.nz](http://www.ssc.govt.nz)





## **Conflicts of interest**

A conflict of interest may arise where an employee's interests or activities outside of HNZC (including their personal relationships):

- influence or impact, or have the potential to influence or impact, their work at HNZC; or
- are perceived, or have the potential to be perceived, as influencing or impacting their work at HNZC; or
- have the potential to, or do in fact, damage or undermine the image and reputation of HNZC.

Further information about what may constitute a conflict of interest or potential conflict of interest can be found in HNZC's policy on Conflicts of Interest.

Any actual, potential or possible conflicts of interest shall be immediately disclosed to the employee's manager.

HNZC and the employee will use a problem solving approach to identify the level of risk and how this can be managed.

H-122 – Conflicts of Interest

## **6.2 Performance in Partnership**

HNZC will make all reasonable endeavours to provide permanent employees with an annual performance agreement, developed in consultation with their manager and reviewed in regular touch base meetings and an annual formal review.

## **6.3 Performance Management and Disciplinary Procedures**

The guiding principles in all performance management and disciplinary processes will be respect for the mana of the person, support, and fairness. Processes will recognise the mutual obligations of the relationships that employees have to each other in the workplace and the need to maintain confidence and trust between people on the job and in the community.

HNZC's policy relating to performance management and disciplinary procedures needs to be understood alongside both the State Services Standards of Integrity and Conduct and HNZC's Staff Charter so that employees are fully aware of the expected standards of behaviour/conduct required by HNZC.

The following procedures apply to instances of performance management, and alleged misconduct and serious misconduct, to the extent that it is reasonably practicable in the circumstances.

### **6.3.1 Performance Management Procedures**

When implementing a performance management process HNZC will endeavour to:

- Discuss and identify performance issues with an employee at regular coaching and/or performance meetings.
- Where appropriate, will attempt to resolve the issue at a low level in the first instance.
- Act in a manner which is fair and reasonable in all the circumstances.

- Discuss the need for corrective action and document the performance standards which need to be addressed.
- Provide the employee with a reasonable opportunity to demonstrate improvement.
- Discuss and review progress with the employee and provide further support and coaching as appropriate.
- Ensure the employee is aware of the concerns regarding their performance, prior to issuing any performance related warnings, or dismissal.

### 6.3.2 Disciplinary Procedures

When managing situations of alleged misconduct or serious misconduct, HNZN will endeavour to:

- Where appropriate, will attempt to resolve the issue at a low level in the first instance.
- Act in a manner which is fair and reasonable in all the circumstances.
- Ensure the employee is made aware of the allegation/s against them, and the possible consequences if the allegation/s are substantiated.
- Provide the employee with an opportunity to respond to the allegations.
- Invite the employee to be accompanied by a representative or support person at disciplinary meetings.
- Properly consider any explanation offered by the employee, prior to making a decision on the appropriate action, if any, to take.
- Ensure that if dismissal is contemplated, the employee is advised that this is a possible consequence.

### 6.3.3 Suspension

HNZN may suspend an employee on full pay if it is deemed inappropriate for the employee to remain at work while allegations of misconduct or serious misconduct are investigated, or in the event that the employee's performance creates a potential serious risk to HNZN. Prior to doing so, HNZN will advise the employee of its concerns and allow them an opportunity to comment on the appropriateness of the proposed suspension.

H-109 – Standards of Integrity and Conduct  
[www.ssc.govt.nz](http://www.ssc.govt.nz)

### 6.4 Problem Resolution

This includes any dispute, personal grievance, or any other problem relating to or arising out of the employment relationship, but does not include any problem with agreeing new terms and conditions of employment. The procedures for resolving any employment relationship problem are as provided for in Part 9 and Part 10 of the Employment Relations Act 2000. If an employment relationship problem occurs, it should be raised with the manager as soon as possible. The manager will arrange to meet as soon as practicable, to discuss and respond to the problem.

Every effort will be made to resolve the problem internally. If the problem can not be resolved internally then either or both parties may request help from the Ministry of Business Innovation and



Employment, Mediation Service. If the matter remains unresolved an application can be made to the Employment Relations Authority for an investigation and determination and subsequently to the Employment Court. If HNZC considers that it has an employment relationship problem with an employee, and wishes to attend mediation in an attempt to resolve this problem, the employee agrees to attend mediation at HNZC's request.

The employee has 90 days in which to raise a personal grievance (verbally or in writing) with HNZC from the date on which the grievance occurred or came to your notice. The employee may seek a representative, including a union to help or to represent them during any meeting relating to an employment relationship problem.

HNZC has a Standards of Integrity and Conduct Policy, which has more details on complaints, grievances and harassment. For information in relation to this policy refer to the HNZC intranet.

H-109 – Standards of Integrity and Conduct

## Section 7: Organisational Effectiveness

HNZC is able to provide outstanding service because it values its employees and establishes excellent systems and processes. We want employees to perform to the very best of their ability, and believe this happens when they enter HNZC appropriately supported and prepared, are well managed, trained and developed, and when necessary their employment is concluded with dignity.

### 7.1 Appointment Process

HNZC is committed to employing the best person for every position through a recruitment and selection process that is transparent, fair and consistent, and which supports the future development of HNZC.

Appointment processes may be applied flexibly to meet requirements of a position.

H-112 – HNZC Recruitment Policy

### 7.2 Induction

HNZC will provide appropriate induction and training to support employees to perform their roles within HNZC.

The induction course introduces employees to HNZC. The induction process ensures employees understand where they fit within HNZC, what they can expect from HNZC and what HNZC expects of them so that they can perform effectively. The PSA will have the opportunity to introduce and promote PSA activity.

For core operation roles, HNZC will provide technical training.

### 7.3 Performance in Partnership

We are committed to developing staff through the Performance in Partnership process so that HNZC can achieve its goals and employee contributions are acknowledged.

The Performance in Partnership process links an employee's work to HNZC's goals. The process is consistent throughout HNZC but is flexible enough to meet business unit needs.

The process allows for early identification of performance issues and ensures that employee learning and development needs are identified and provided.

### 7.4 Learning and Development

HNZC wants employees to succeed in their positions, and encourages their success by ensuring they are well supported with regard to their learning and development needs. Employees are more successful when they are supported and share responsibility for their learning.

HNZC through the Performance in Partnership process provides employees with opportunities for learning and development and assists them to develop their careers. Learning and development opportunities may include secondment, undertaking of higher duties, or project work.

Learning and development needs will be discussed regularly at touch base meetings and at least annually as part of the performance review process.



All HNZN staff will have the option of an individual Learning and Development Agreement, which will be reviewed at least annually, and at a time separate to the annual performance review.

Staff may be eligible to apply for a grant relating to learning and development opportunities.

Employees are able to obtain additional information about learning and development and study grants by reviewing the Learning and Development on the Job policy.

## 7.5 Remuneration Principles

The Key Principles which underpin HNZN's Remuneration approach are:

- (a) HNZN's remuneration strategy, systems, policies and processes:
- Support HNZN's business strategy and goals, organisational capability, and focus on delivery;
  - Provide enough flexibility to attract and retain the people needed both now and into the future;
  - Ensure affordability and sustainability and meet the standards of fiscal prudence required by Government;
  - Deliver a remuneration package to employees that recognises both the value of the role to HNZN and the value of the employee;
  - Reward employees based on individual performance;
  - Demonstrate equity, openness and transparency;
  - Ensure that decisions on annual remuneration reviews are based on a combination of factors including :
    - i. HNZN's remuneration strategy & framework
    - ii. Organisational & individual performance
    - iii. Relevant market pay rates to inform remuneration bands
    - iv. Market dynamics – e.g. supply and demand
    - v. Government expectations
    - vi. Affordability & sustainability.
    - vii. CPI and LCI.
- (b) Remuneration ranges will be published on HNZN's Intranet and reviewed annually, in consultation with the PSA, taking into account the factors listed in clause (a) above and the PSA's view.
- (c) All positions will be sized using a reputable and proven job evaluation system.
- (d) Staff will be informed, as part of any annual remuneration review process, of the remuneration range for their role.
- (e) All employees will be paid at least the minimum of the range for the position they hold.

- (f) Employees will have the opportunity to progress through their pay range to a level commensurate with their assessed performance level, subject to affordability and sustainability.

H-105 – Remuneration

### **7.6 Leaving HNZN**

We accept that employees leave for a variety of reasons and we act appropriately in each case.

We will ensure that the processes and communications are respectful to people and will work to end the employment relationship positively. All employees are offered the opportunity to complete and/or participate in an exit interview.

When an employee ends employment by resignation they must give no less than one month's notice in writing to the appropriate manager.

### **7.7 Abandonment of Employment**

In the event that an employee fails to report for work for five consecutive days, without notification to their manager, they will be considered to have abandoned their employment. HNZN shall make reasonable attempts to contact the employee.



## Section 8: Management of Change

### 8.1 Change is an inevitable and ongoing process in the workplace.

Change needs to be managed to ensure that business performance is maintained, that the process is respectful of people and the best possible outcomes are reached for all parties. All change will be managed in accordance with this change process.

These provisions provide a framework for managing change that occurs when:

- Changes are being made to organisational structures; or
- Employees' positions no longer exist; or
- The nature of the work employees do is significantly different; or
- Changes to the location of position(s) need to take place.

#### 8.1.1 Consultation

The PSA will be notified of change proposals on the same day as any affected members.

HNZC will, where practicable, meet with the PSA and employee(s) to outline the thinking and concepts inherent in the proposal. Employees on parental or extended leave must also be provided with information and must have the opportunity to provide their feedback as part of the consultation process.

PSA members and employees are entitled to have reasonable time to prepare their submissions within working hours if necessary, after discussion with their manager.

During the consultation phase, it is important to keep the PSA and employees informed of progress on a regular and on-going basis.

#### 8.1.2 Affected Employees

Employees are 'affected' by a management of change situation where their positions are significantly affected by the Employer requiring:

- a reduction in the number of employees; and/or
- changes to employees' current positions; and/or
- changes to terms and conditions; and/or
- changes to staffing or work practices affecting employees; and/or
- changes to the work location.

#### 8.1.3 Impact on Roles

Once the outcome of the consultation process has been determined HNZC must determine the employment status of each affected employee and notify them accordingly.

### 8.2 Process

If a change management proposal proceeds the employment status of each employee will fall into one of the following categories:



### **8.2.1 Reconfirmed Positions**

Reconfirmation is the process of confirming employees in positions where the following criteria are met:

- the new job description is the same (or substantially similar) as the employee's current position;
- the salary for the position is the same;
- the terms and conditions of employment are no less favourable; and
- the location is the same or within a reasonable travelling distance.

Where there is more than one clear candidate for reconfirmation to a position, a fair selection process shall operate.

### **8.2.2 Ring Fenced Selection Pool**

Subject to consultation with the PSA and staff, where there is a group of employees whose positions would have been confirmed positions except for the fact that there are more employees than positions within the new structure, these employees will be placed in a selection pool in which the available positions will be ring-fenced for those employees only.

Employees who are unsuccessful in a ring fenced selection process will be deemed to be in a disestablished position.

### **8.2.3 Redeployment**

HNZC will, in the first instance, consider whether it is practicable to offer new positions, created as part of the change process, to affected employees, taking into account the affected employees' skill sets and experience. This will form part of the consultation process.

HNZC shall redeploy only those employees whose skills, experience and competencies can be matched with those required in the new positions. Reasonable and practicable options for retraining to match the requirements of the new position will be considered.

Employees in disestablished positions will be encouraged to apply for new positions or other vacancies within HNZC. Criteria for selection will be as outlined in the position description for the vacant role and a fair selection process will apply.

Employees in disestablished positions, who are successful in obtaining another role within HNZC, will be redeployed with continuity of service, and on the terms of service and conditions of employment applicable to the new position.

### **8.3 Reasonable offer (into a suitable alternative position)**

An affected employee who is not placed in a position by reconfirmation, the ring fenced selection pool or internal appointment processes, may be made a reasonable offer of a suitable alternative position(s).

A suitable alternative position is one:

- where the employee accepts the offer; or
- that involves duties that are not unreasonable taking into account the employee's skills, knowledge, experience, attributes and qualifications; and
- where the employee could be expected to carry out those duties with a reasonable amount of training and development; and
- where the location of the new position is within a reasonable travelling distance; and
- where the salary is the same or the employee agrees to an equalisation allowance paid in accordance with this clause; and
- where the terms and conditions are no less favourable overall.



The consideration of what constitutes a suitable alternative position should, as far as possible, recognise the employee's needs.

Where an employee is offered an alternative position that does not meet the criteria set out above, the employee will be entitled to receive redundancy compensation, should they remain unplaced after all other options have been exhausted.

#### **8.4 Disestablished**

If, having considered redeployment options with the employee, HNZC is unable to identify any alternatives to redundancy which are suitable, the employee will be provided with 4 weeks notice of the termination of their employment in writing.

##### **8.4.1 Options**

HNZC will communicate with employees in disestablished positions regarding:

- Opportunities for appropriate redeployment and/or transition work (which are encouraged by HNZC);
- The personal support available; and
- The role they will undertake during any notice period.

##### **8.4.2 Retraining**

While unable to provide any guarantees, wherever practicable HNZC will give consideration to up-skilling and retaining employees whose positions have been disestablished.

##### **8.4.3 Equalisation Allowance**

HNZC may at its discretion offer an equalisation allowance to an employee where the employee accepts redeployment to a position at a lower rate of salary than the role the employee occupied immediately prior to the restructuring.

Any equalisation allowance paid will be the difference between the rate of salary for the disestablished position and the rate of salary for the redeployed position (including any subsequent salary increases during the period of the equalisation allowance). Where HNZC agrees to pay an equalisation allowance it will apply for a minimum of 12 months and will not exceed 24 months.

By agreement between HNZC and the employee concerned, up to 25% of the total equalisation allowance payable over a period may be paid as a lump sum (less tax) on the employee's acceptance of the redeployment, with a lesser amount of allowance then payable for the period.

In any case, where HNZC elects not to pay an equalisation allowance, it will provide written confirmation and explanation of its decision to the employee.

##### **8.4.4 Relocation**

Where, at HNZC's request, there is a change to the place of work of an employee within the same general locality, or to a different geographical location, HNZC may, at its sole discretion, pay a relocation allowance for a fixed period as a contribution to the employee's increased travel costs.

Where HNZC agrees to pay a relocation allowance it will apply for a minimum of 12 months and will not exceed 24 months.

In any case, where HNZC elects not to pay a relocation allowance, it will provide written confirmation and explanation of its decision to the employee.

#### **8.4.5 Support available during the review process**

HNZC appreciates that reviews and restructures are difficult and recognises that this process can be stressful for some people. It also acknowledges that it is almost impossible to separate personal and family considerations from work during these times. The Employee Assistance Programme (EAP) can be contacted for support during the change process. EAP will provide confidential support for employees and family members directly affected by the restructuring.

Help with interviewing skills and CV preparation can be arranged for employees who are applying for roles within a new structure. Employees should contact their manager or HR to arrange this assistance.

Employees whose employment is terminated by reason of redundancy will be provided with reasonable career transition support by a service provider appointed by HNZC in consultation with the employee. Assistance will be available with CV writing; interview skills; and skills assessment and will be tailored to meet individual requirements.

#### **8.5 Redundancy**

Where the employee's position becomes surplus to the requirements of HNZC, redundancy compensation will be payable as follows:

- (a) Six weeks salary for the first year of continuous service, or part thereof, with HNZC (calculated at the rate of total ordinary pay for the preceding 12 months); plus two weeks salary for each subsequent completed year of continuous service (calculated on the same basis); any further completed month(s) of service will be paid on a pro rata basis (calculated at 0.833 day pay per completed month).
- (b) The total gross amount payable by way of redundancy compensation shall not exceed the equivalent of twenty eight weeks base salary, or \$30,000 (gross), whichever is the greater.
- (c) For the purposes of this provision 'total ordinary pay for the preceding 12 months' is defined as the actual gross earnings received for the preceding 12 months or part thereof, exclusive of benefits.
- (d) Previous service with Housing Corporation of New Zealand and Housing New Zealand Limited will be counted if service is continuous, and if redundancy compensation has not previously been paid in respect of that service.
- (e) Payment of redundancy compensation shall be in addition to and not in substitution for any period of notice provided in this Agreement, or any payment in lieu thereof.

Employees whose employment is terminated by reason of redundancy will be provided with reasonable career transition support, by a service provider appointed by HNZC in consultation with the employee. Assistance will be available in CV writing, interview skills, and skills assessment, and will be tailored to the employee's individual requirements.

#### **8.6 Technical Redundancy**

Redundancy compensation shall not be paid to employees whose employment has been terminated by HNZC by reason only of the transfer by HNZC of the whole or part of its business, if:

- (a) the new organisation responsible for the operations transferred:
  - (i) has offered the employee substantially similar employment in the operation or the part being transferred; and
  - (ii) has agreed to treat service with HNZC as continuous service; and



- (b) the conditions of employment offered to the employee by the new organisation are the same as or not less favourable than the employee's existing conditions of employment, including:
  - (iii) any service related conditions; and
  - (iv) any conditions relating to redundancy; and
  - (v) any conditions relating to superannuation; as
  - (vi) under the employment being terminated.

## 8.7 Employee Protection

8.7.1 This clause applies in all situations where a change to HNZN's business will mean the work performed by an employee is to be done for a new employer (because of contracting out, sale of business etc.) In situations covered by this clause, HNZN will take the following steps as soon as is reasonably practicable:

- (a) Give affected employees and the PSA notice of:
  - (i) The proposed change;
  - (ii) Who the proposed new employer is;
  - (iii) Whether the proposed new employer intends to take on some or all affected employees;
  - (iv) Whether the proposed new employer is a party to a collective employment agreement that covers the work to be done by affected employees; and
  - (v) That if they do not transfer to the proposed new employer, their employment will be terminated on the grounds of redundancy.
- (b) Advise the proposed new employer that affected employees are members of the PSA.
- (c) Facilitate direct discussions between the PSA and the proposed new employer about the terms and conditions of affected employees.

8.7.2 If the proposed new employer is a party to a collective agreement that covers the work to be done by affected employees, HNZN will negotiate with the proposed new employer for affected employees to be offered terms and conditions which are substantially the same terms and conditions of employment as the terms and conditions of this agreement.

8.7.3 If the proposed new employer is not a party to a collective agreement that covers the work to be done by affected employees, the employer will negotiate with the proposed new employer for affected employees to be offered terms and conditions which are substantially the same terms and conditions of employment as the terms and conditions of this agreement.

8.7.4 In all cases the employer will negotiate with the proposed new employer for employees' length of service to be recognised for the purposes of service-related entitlements.

8.7.5 If affected employees elect not to transfer to the proposed new employer, the terms of the redundancy clause contained within this agreement will apply.

## H-126 – Change management

The parties have executed this Collective Agreement on the 4<sup>th</sup> day of February 2015.



**SIGNED** for and on behalf of the Employer,  
Housing New Zealand Corporation, by its duly  
authorised representative.



**SIGNED** for and on behalf of the appropriate employees,  
by the duly authorised representative of the  
New Zealand Public Service Association.

# Appendix One

## A Annual Leave

Leave entitlements are accrued on a monthly basis. A maximum of five days' annual leave can be anticipated with the manager's approval.

Annual leave should be taken in the year it falls due. Leave can be accumulated but should not exceed 1.5 times the staff member's annual entitlement. At 25 days accumulation, managers will discuss the accumulated leave with their staff member to agree if additional leave can be accumulated taking into account the needs of the organisation and the personal circumstances of the staff member. Taking of leave will not be unreasonably withheld.

Staff are allowed at least two weeks of their annual holidays to be taken in one continuous break.

Taking of annual leave must be agreed between the manager and the staff member. If agreement can not be reached the manager must give 14 days' notice for the staff member to take leave.

## B Parental Leave

Employees must put their parental leave application in writing to their manager three months before taking parental leave. A certificate from a doctor/specialist/midwife stating the anticipated date of delivery must be included with the application.

HNZC has a paid parental leave allowance that is paid to all eligible staff granted parental leave (in accordance with the relevant legislation) and who work 20 hours or more per week, excluding staff employed on fixed terms following the date of signing of this agreement by the parties. This includes the government's paid parental leave payment plus a HNZC 'top up' equivalent to six weeks' ordinary pay.

In the event that both parents are employed by HNZC and are eligible for the payment, only one parent is entitled to a payment (this is consistent with the existing provisions of the Act which allows parents to share the leave entitlement subject to the approval of the manager).

Staff must notify HNZC before the birth or adoption of a child, as to which partner will receive the payment, provided that the partner has been granted approval to take parental leave as well (i.e. both parents have agreed to share the 52 week parental leave entitlement). If the nominated partner returns to work before six weeks from the beginning of parental leave, then the entitlement will cease from the date of returning to work (this includes where the partner is on reduced hours).

HNZC can vary or terminate its paid parental leave allowance provided and/or to cease the entitlement.

Staff planning to return to work from Parental Leave must give their manager 21 days' notice in writing.

## C Leave Without Pay

In considering applications for leave without pay, managers must consider the:

- Reason for the request
- Position held by the staff member and the length of leave requested
- Ability to cover the staff member during their absence



- Length of their employment with HNZC.

#### **D HNZC Insurances**

Staff who are on fixed term agreements longer than 13 months as at 3 November 2014, remain eligible for Staff Income Continuance Cover.

Fixed term staff who are PA members as at the 1<sup>st</sup> September 2012 will continue to be eligible for all insurance cover.

#### **E Customer Service Centre Hours of Work**

Housing Advisors (HA's) who were PSA members as at the date of ratification of this CA will have their letters of offer stipulating that they will be rostered on shifts between the hours of 8am and 8pm, unless they are night shift HA's.

This change would not impact any individual HA by more than 1 hour either side of their existing hours.

