



**PUBLIC SERVICE SECTOR
BARGAINING STRATEGY 2015**



For a better working life

New Zealand Public Service Association
Te Pūkenga Here Tikanga Mahi

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Overview

This paper sets out the revised Public Service Bargaining Strategy. It includes our two priority programmes: *Transforming the Workplace* and Pay Equity.

Transforming the Workplace

Transforming the Workplace establishes six strands that the PSA will be promoting with government, the SSC and enterprises over the next five years.



Fair and Secure Workplaces: Fair working conditions and a secure future.



Healthy and Safe Workplaces: Organising around safety, injury prevention, occupational health, ACC and rehabilitation.



Career Development: Members have access to ongoing learning and career development.



Effective and High Trust Workplaces: High trust between employees and managers through high-performance, high-engagement work practices.



Personalised Workplaces: Members are supported and valued as individuals and treated with respect.

At the enterprise level, *Transforming the Workplace* will form part of our work plans as well as bargaining briefs. It is not expected that all of the strands will be pursued at the same time or pace. The sector and enterprises will determine their priorities by aligning opportunities in the environment against successful outcomes.

For further information about *Transforming the Workplace* talk to your local PSA organiser.

Equal Pay

Equal Pay is an overall PSA priority. Within the Public Service the Gender pay gap is currently 14.1% (reference HRC / SSC report) there are

two approaches to eliminate the wage gap. Advance a claim in bargaining that the Gap within a department will be eliminated by mid-2018. This approach will require a joint project to identify all the causes of the gap and eliminate them. The second approach is to advance through bargaining and or a legal case for a wage increase for specific female dominated occupational group. Examples of this are social workers and possibly contact centre workers and administration (data entry) roles.

The PSA Equal Pay Snapshot Tool is available in Homer to assist in the identification of specific areas we can take action on to close the gender pay gap.

Bargaining environment

The environment for bargaining is tough – employment legislation has been amended to favour employer's interests in bargaining. Whilst the government is promoting a healthy economy, this has not flowed through to the public sector: we are in the seventh year of an operating budget freeze across the Public Service.

Our experience in bargaining over the previous 2 years shows how difficult it is to get fair wage movements as departments and ministries struggle to fund this area of their budgets.

With a National coalition government being re-elected in 2014, we will see a continuation of the current environment: a constraint on wages, continual change, and the cutting of quality government jobs in the regions. At worst, we may see further attacks on the democratic rights of workers to organise themselves to improve their terms and condition of employment (and so the terms and conditions of all workers in New Zealand).

The PSA will continue to look at the implications of inter-agency work – that is, staff in different departments doing the same or similar work but with different employment conditions. Our enterprise bargaining briefs will be informed by this strategy and include those matters collectively identified by members.

Collective agreements and expiry dates

Establishment	Expiry Date	Organiser
Crown Law	30/06/2014	David Coates
Department of Conservation	30/09/2015	Chris Ollington
Department of Corrections Probation	30/06/2016	Melinda Derbidge/Willie Cochrane
Department of Corrections Prisons	01/03/2017	Melinda Derbidge/Willie Cochrane
Department of Corrections Managers	30/06/2017	Melinda Derbidge/Willie Cochrane
Department of Internal Affairs	24/06/2018	Stella Teariki
Department of PM and Cabinet	No Agreement	
Note: Staff from DIA moving into DPMC and will bring the DIA agreement with them. This will result in initiating bargaining.		
Education Review Office	30/06/2016	Murray Bean
Government Communications Security Bureau	31/03/2017	Sheryl Cooney
Inland Revenue	27/12/2017	Dairne Grant
Land Information New Zealand	31/10/2015	Nick Kelly
Ministry for Culture and Heritage	30/09/2014	Megan Casey
Ministry for Primary Industries	30/06/2016	Ian Gordon
Ministry for the Environment	31/07/2016	Megan Casey
Ministry of Business, Innovation & Employment	30/06/2015	Cheryl Reynolds/ Janice Panoho
Ministry of Defence	No Agreement	Nick Kelly
Ministry of Education	30/10/2015	Cheryl Reynolds
Ministry of Foreign Affairs and Trade	07/11/2016	Megan Casey
Ministry of Health	02/11/2015	David Coates
Ministry of Justice	30/06/2015	Tracy Klenner
Ministry of Justice Team Leaders	30/06/2015	Tracy Klenner
Ministry of Social Development CYF	30/06/2015	Kathy Higgins / Mike Ingpen
Ministry of Social Development W&I	30/04/2016	Kathy Higgins / Jayne Macfarlane /Alan Blackwell
Ministry of Social Development - National Office	30/06/2016	Kathy Higgins / Mike Ingpen
Ministry of Social Development Managers CA (in negs)		
Ministry of Transport	31/03/2016	David Coates
Ministry for Women	11/06/2018	Lenka Tolich Ryall
Ministry of Pacific Island Affairs	No Agreement	Mike Ingpen
NZ Customs Service	30/04/2016	Glen Cooper
NZ Defence Force	30/06/2016	Nick Kelly
NZ Police	30/06/2015	Lenka Tolich Ryall
Office of the Auditor General	No Agreement	Stella Teariki
Office of the Clerk of the House of Representatives	31/07/2016	Stephan Caldis
Parliamentary Service CA 1security /library	30/06/2015	Stella Teariki
Parliamentary Service CA 2 Political party staff	31/08/2016	Stella Teariki
Parliamentary Service CA 3 Library Managers	30/06/2015	Stella Teariki
State Services Commission	No Agreement	David Coates
Statistics NZ	13/05/2017	Susannah Bailey
Te Puni Kokiri	31/03/2016	Lenka Tolich Ryall
The Treasury	No Agreement	David Coates

Approach to bargaining in the public service

Our goal is to align and maintain conditions at an agreed minimum standard within the overall PSA bargaining strategy by:

- establishing a pattern of expiries whereby the larger and better-organised enterprises take a lead in maintaining and improving conditions to establish an outcome for others to follow
- adopting a campaign approach to bargaining, with planning and implementation commencing at least 12 months before the expiry date
- organising to build membership and delegate capability and leadership well in advance of bargaining
- consolidating collective agreements into a single agreement within an enterprise, with the possible exception of managers' collective agreements
- aligning conditions to the higher level for members doing similar work in organisations that merge or establish shared services
- developing minimum and best-practice standards for conditions to be applied across the public service, in addition to specific matters for members in the particular enterprise
- ensuring no substantive claw-backs to existing conditions of employment
- Building on the progress made with the 2009 bargaining strategy, in particular the development of step-based pay systems, and enhancing change management provisions.

Priorities

Enterprises are at different places with respect to the standards and best-practice we are focusing on. For those enterprises where we have not yet secured a step-based pay system, leave provisions or adequate union facilities, these matters will be the priority.

Management of change provisions and redundancy will also be paramount. We will be undertaking a comparison of the existing key conditions of collective agreements to assist this process.

Insecure work

We need to ensure that casualisation and contracting out does not result in cheap labour or undermine existing conditions of employment. To this end:

- Extend coverage to both casual and fixed-term employees.
- In the case of departments using outside companies which hire their own labour, organise those workers through recruitment, delegate structures and bargaining.
- Use of fixed term agreements needs to be examined to ensure there are both valid reasons for this type of employment and that the basis complies with the provisions of the Employment relations act.
- Other categories of work that don't guarantee a specified number of hours.

Organising managers

We will seek to organise middle management in the larger enterprises, either through extending coverage or by initiating bargaining for separate management collective agreements.

Coverage

It is our objective that in core Public Service Agencies that members will be covered up to and including front line management.

Recruitment:

Typically we have peak recruitment during bargaining, especially around a PSA member-only benefit.

Such benefits are now hard to achieve and we need to have ongoing recruitment initiatives in

place from the early stages of preparation for bargaining. Bargaining outcomes are very

dependent on collective strength within the enterprise.

Core elements of the public service strategy

The following elements of the previous Public Sector Bargaining Strategy will remain and in some cases be enhanced as outlined in the notes below. Continuing emphasis is placed on:

- Fair pay and performance pay, including pay equity and alignment between agencies where similar cross-government work is being performed
- Maintaining the value of current terms and conditions
- Employment security, including change management and employee participation, redundancy entitlements, casuals and contractors
- Worker voice, including union facilities, better constructive engagement, and union advantage
- Healthy and safe work environments
- Better commitments to training and career development
- Recognition of cultural skills
- Common leave provisions.

1. Fair pay and performance pay

In the last 12 months, bargaining has commonly established working parties to review remuneration and performance pay structures. This has largely been on the basis that the employers cannot afford their current arrangements/obligations. The PSA is developing an overall response.

The minimum standards we expect are:

- Pay is negotiated, with pay rates and pay progression mechanisms that are relevant, fair and transparent included in agreements.
- A fair pay adjustment to reflect rising costs and the financial pressures faced by members within the current economic environment and the inclusion of these adjustments in agreements. While there is a recognised relationship between labour cost and job security a reduced salary

increase should be the exception and offset by explicit commitments to enhance job security.

- Salary progression is supported, as quickly as possible, to at least the competent rate, with defined salary steps and with progression subject only to satisfactory performance. To support this, there should be more intensive investment in training and development at an early stage. Progression past the competent rate may be described in different structures relevant to the organisation, but such systems must be transparent and based on objective criteria.
- PSA is seeking to engage through the SSC to develop a whole of Public Service approach to recommended progression systems.
- Where work is shared or co-located between government agencies, seek a commitment to improve terms and conditions to align with collective agreement(s) applicable.
- In line with the PSA's strategic plan objective achieving pay equity buy 2020. Negotiate relevant PAEE objectives as part of collective agreement bargaining.
- A provision for an employee to seek and have their commencement salary reviewed after 3 months and prior to 6 months of employment. A contributing factor in progression through bands depends on an employee's starting point and when they access a performance review, which is typically set at a fixed time of year. After 3 months of employment both the employee and employer are in a better situation to determine the appropriate point in band a new employee should be placed at.
- Minimum rates in collective agreements are set at least at the living wage. The calculation of the living wage into a core salary is based on a 40 hour week. Whilst some public servants work a 40 hour week most work 37.5 hours. Historically when

public servants went from a 40 hour week to 37.5 hours the salary remained the same, therefore it is appropriate to use the 40 hour week as the calculating factor.

2. Current terms and conditions

The minimum standards we expect are to:

- Maintain and improve the overall value of current terms and conditions
- Resist claw-backs, including those that target new employees through grand-parenting provisions for existing employees
- Advocate for improved leave entitlements, as set out in Appendix 1.
- Incorporate all relevant conditions of employment into the employment agreement, where such matters are legitimately bargaining by both parties and enforceable. This includes matters they may be stated in departmental policies that, only subject to consultation, can be changed by the employer and not necessarily enforceable.

3. Employment security

A commitment to retaining capability and minimising redundancies. We must specify that redundancy is the option of last resort after all other options, including flexible work, have been thoroughly explored.

Better change provisions. Collective agreements should contain clauses that cover:

- Early and active union and member participation and consultation in reviews/restructurings, including decisions about whether or not to change.
- A description of union engagement in the case of “soft” or evolutionary change.
- The change management process used to implement any change.
- Union participation in monitoring and addressing any impact on workloads and/or services after the change process.
- Redundancy compensation for those who lose their jobs. Any redundancy caps and formulae currently in place should be lifted at least in line with the effects of inflation

since the last settlement, especially where they are low.

- What happens when all or part of an organisation’s work is sold/transferred to another employer /contracted out (an “employee protection and technical redundancy” clause) including job protection and enhancing terms and conditions where appropriate, to align with collective agreement(s) applicable to new colleagues. The introduction of a provision whereby the employer provides the union and updates it quarterly of all contracts it has entered into, including the scope.
- The effect of any applicable legislation.
- Advocating for voluntary redundancy wherever practicable when redundancies are required.
- The Union and the Employer agreeing on protocols for any change.

Fair redundancy entitlements

Redundancy calculations should not disadvantage those who engage in flexible working or have taken leave without pay (including parental leave). Where a member has worked to reduced hours, calculations should be on the basis of previous income.

Calculations should include overtime and other earnings, the same calculation as for annual leave.

Clear definitions of categories of employment – particularly casual employment.

- Increased casualization is a risk in the current environment. Agreements should clearly define the circumstances in which this category of employment can be used including when casual staff may be used; ensuring casual staff are directly employed rather than agency staff; and that they are covered by the agreement.
- There has been a marked increase in fixed-term appointments. Agreements should clearly define the circumstances in which this category of employment is appropriate.
- Ninety-day trial periods will not be agreed to.

4. Worker Voice

Union Facilities

All agreements describe and are explicit about union facilities which improve on those provided by the Employment Relations Act (the Act), as set out in Appendix 1. The clause must contain agreement to provide:

- union officials access worksites to visit members
- recognition of delegates
- fee deductions
- recruitment of non-members
- employer provision of information to the union – that is, name of member, position, business unit, location, full or part time
- immediate notification to the union of any new employees that would fall under coverage of the collective, including position, location and contact details
- agreement that all new employees will be offered the relevant Collective Agreement on appointment.
- EREL provisions under the Act.
- positive delegate resourcing to support constructive engagement.

Better constructive engagement

Agreements should include a commitment to engage constructively at the workplace and strategic level and describe the forums and other arrangements that support this. This could include the union-employer work plan, which should include some matters of the PSA strategy of “Transform the Workplace” for example Sustainable Work Systems, pay equity (revisiting the response plans from the previous pay equity reviews), flexible work and workload pressures.

Member-only benefits

Include a union advantage (or member-only benefit) so that the contribution of the union is reflected in the bargaining outcomes for members, notwithstanding our preference is to establish a bargaining fee to discourage pass-on to non-members. **Basil for discussion**

Delay in pass on of terms and conditions negotiated i.e. pay increases

5. Healthy and safe work environments

Agreements should reflect that public service workplaces are workplaces where workload is managed; additional hours are acceptable on occasion and are recognised by additional pay or time in lieu; and workers have control over their hours of work.

- The collective agreement must reflect the employer’s commitment to workplace health and safety and describe worker and union involvement in this. Participation agreements should be included in the collective agreement.
- The agreement is explicit that where workload issues arise, agreed measures will be put in place to resolve them.
- Payment and/or time off in lieu (TOIL) for additional hours worked should be provided for and the agreement should specify how workers can manage any TOIL accruals.
- Wherever practical there should be provision for part-time and flexible working arrangements.
- Rosters shift work only introduced by agreement and supportive to safe and healthy work practices.
- Departmental co location and security for employees rises issues about both appropriate design and security of workplaces. PSA are represented on the advisory group to the independent review of security at MSD and part of the SSC Security Response plan.

6. Training and career development

Agreements should contain a strong commitment from employers to career development. We expect an approach in which the needs of the employee are identified and met, beyond what it takes to fulfil the requirements of their current role. This could include but is not limited to:

- A commitment from the employer to join the relevant Industry Training Organisation (ITO), and therefore eligible for funding
- Recognition of and support for Learning Reps in the workplace
- Provision for the public service standard of study leave entitlement (see Appendix 1).
- A proactive and flexible approach to secondments, which is also transparent and fair
- Support to develop and apply skills within the broader workplace.

7. Recognition of cultural skills

Recognise the extra contribution of workers required to use their language and cultural skills in addition to their normal duties.

The PSA Runanga is currently in the process of developing a more specific and detailed view of what should apply.

Common Leave provisions.

Continue to advance leave provision. See Appendix 1.

Appendix 1

Leave and union facilities entitlement standards

These standards have guided our efforts to improve leave and union facilities. Bargaining teams should continue to argue for, and seek to move towards, these standards.

Leave

Annual leave

- Four weeks on commencement.
- After five years, an additional five days (includes departmental, community and wellness days).
- Agreements should also make provision for the timing of annual leave, the ability to bank leave and trade salary for additional annual leave, re-crediting of periods of illness or injury while on annual leave, anticipation of annual leave.

Long service leave

- Two whole weeks after 10 years of continuous service
- One whole week for every five years of service thereafter.

Sick and care for dependants' leave

- 10 days of paid sick leave for each of the first five years of employment and 15 days of paid sick leave for each year thereafter.
- Ability to use personal sick leave to care for dependants for up to 10 days per year.
- Where an employee has insufficient sick leave to cover a period of genuine illness, employer to genuinely consider additional paid sick leave along with options to assist the employee's return to work.

Bereavement/tangihanga leave

- Employee to have bereavement/tangihanga leave on daily pay to discharge their obligations and/or pay their respects to a deceased person with whom they had a close association. Such obligations may exist because of blood or family ties, or because of particular cultural requirements. Additional time for travel will also be considered. The period of bereavement leave will be agreed between the employee and the employers with employees receiving a minimum of three day's paid leave on the death of a paid relative and one day's paid leave on the death of any other person if the employee's manager accepts that the employee has suffered bereavement.
- Entitlement to a minimum of one day's paid leave to attend an unveiling.
- Where an employee suffers bereavement while on another form of leave, except for public holidays, that period will be recorded as bereavement leave.

Parental leave

The provisions of the Parental Leave and Employment Protection Act apply. Entitlements to include:

- Six weeks maternity leave before the expected date of delivery or adoption, or more on medical advice,
- Up to 10 days discretionary leave for reasons connected with the pregnancy
- Up to two week's unpaid leave for partners three weeks either prior to or post the expected date of delivery.
- 26 weeks extended leave where an employee has been employed for less than 12 months, and those with a minimum of 12 months, 52 weeks extended leave. This leave may be shared with the

employee's partner and not exceed the total period allowable and taken within 12 months of the birth or adoption.

- Return to the same or in a similar position to the one occupied before going on parental leave. Employers must, as a first preference, hold the position of an employee going on parental leave open, or fill it temporarily if the work must be done.
- An ex-gratia lump-sum taxable payment equivalent to 30 working days, based on the annual rate of pay and hours of work prior to going on parental leave, if they have been on maternity and/or extended leave for at least six weeks, and completed six months service since their return, and had care of their child in terms of the Act. If the employee took less than 30 working days leave, the payment will be prorated. If an employee and their partner both work for a state sector employer, only one will be eligible for the payment Reference to employment relations education leave – Sections 73 and 74 of the Employment Relations Act 2000 set out the minimum union entitlement to the allocation of employment relations education leave (EREL). This provides for an amount of EREL based on union membership. The parties may agree any additional days over and above the minimum. *(Note – the EREL provisions should be written in a way to protect and retain them, even if the legislation should change).*
- We should also seek to bargain that Annual Leave be paid at full salary on return to work after parental leave.

Military voluntary service

- 12 weeks' paid leave for initial training; up to four weeks each subsequent year.

Study leave

- Paid or unpaid leave to undertake a programme of study, contribution to course fees and use of work facilities, as agreed with the employer.

Discretionary leave

The employer will make reasonable efforts to accommodate requests for leave without pay.

- Each application to be considered according to its merits with a decision being made taking into account the circumstances of the individual as made known to the employer and the operational needs of the employer.
- The agreement should set out the matters that employers will take into account when making the decision.
- For approved discretionary leave without pay in excess of one month and up to three months, the position will be held open and service will be interrupted but not broken.
- For discretionary leave without pay of more than three months and up to 15 months, the employee is not guaranteed placement in either the same job or a new job at the end of the period of leave but if a suitable position is found, their service will be treated as interrupted but not broken. If no job is found before the end of the preference period, the employment will terminate. Last day of service to be recognised as the original date that the discretionary leave commenced.

Service recognition

- Service in the core Public Service and Crown entities (excluding District Health Boards and the Education service (which includes schools, Tertiary Education Institutions and kindergartens) will be recognised for leave entitlements.
- Where this service recognition is negotiated and was not included in the previous collective agreement, service will be recognised for a maximum of five years prior to 12 May 2008.
- There will be no recognition after 15 months break in service or where redundancy has been paid out in regard to that service, unless the break in service was for childcare (up to four years).

Domestic violence leave

General Principle:

The employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance, performance and/or their safety at work. Therefore the employer is committed to support staff that experience family violence and staff seeking to deal with their own violence.

Definition:

The definition of violence includes physical, sexual, financial, verbal or emotional abuse by family members.

General Measures:

- a. Proof of the family violence may be required and can be in the form of an agreed document issued by police, a court, a doctor, a nurse, a domestic violence support service, a counselling professional or a lawyer.
- b. All personal information concerning family violence will be kept confidential. No information will be kept on personal files without the employee being notified.
- c. In general no adverse action will be taken against an employee if their attendance or performance at work suffers as a result of being a victim of family violence, however the employer will expect the employee to fulfil normal working duties.

Leave:

An employee experiencing family violence will have access to up to 10 days per year paid special leave for medical appointments, legal proceedings and counselling sessions and/or other matters related to the family violence. Should an employee exhaust their entitlement to leave under this clause, they may access other forms of leave

Individual Support:

In order to provide support to employees experiencing family violence and to provide a safe work environment to all employees, the employer will approve any reasonable request from an employee experiencing family violence for:

- Changes to their span of hours or pattern of hours
- Change of duties or location
- A change to their work telephone number or work email to avoid harassing contact
- Changes that improve the safety of the employee and/or their co-workers
- Any other reasonable measure to assist the employee.

An employee who supports a person experiencing family violence may take domestic leave to accompany them to court, hospital or to mind children.

An employee experiencing family violence or seeking help to deal with their violence will be referred to the appropriate local specialist and/or family violence support services.

The employer and PSA will develop policy to supplement this clause and which details the appropriate action to be taken in the event that an employee report family violence.

Union facilities

Recognition

- The (employer) recognises the (union), its delegates, officials and officers, as representing the collective and individual interests of its members.
- The (employer) acknowledges the right of the (union) to elect, select and support its representatives according to its rules.
- The employer and union will agree engagement processes and structures for delegates and managers to meet regularly and to further the relationship between them.
- The employer will provide an opportunity for union representatives to meet new staff as part of any orientation process. The employer will provide new employees with information about the union, including relevant contact details. The union will provide the relevant information to be provided to employees. The employer will provide to the union immediate notification of any new employees that would fall under coverage of the collective, including position, location and contact details.
- The employer will periodically provide the (union), where reasonable and practicable, with information related to the collective agreement, including the location and number of members and employees who come under the coverage clause of the agreement. The information and arrangements for such will be agreed between the employer and the (union).
- The employer and the union may agree other arrangements for maintaining, establishing or further developing the relationship between them.

Delegates

- The employer will promote and support the role of delegates in the workplace.
- Reasonable paid time will be allocated to delegates to carry out their role effectively within and beyond the workplace (subject to arrangements agreed between the union and the employer dealing with notice, timing etc.). This includes time for recruitment, to meet with new and potential members, other delegates and (union) officials over employment matters and/or union business, and attending regional and national (union) and other union forums.
- The employer will agree an annual allocation of a reasonable number of paid days, inclusive of any statutory entitlements, to enable delegates to attend training, including union delegate training.
- The employer and the PSA will agree on a delegate protocol which will include paid time, travel, allowances etc.

Access

- The employer permits the PSA and its representatives to enter the workplace to carry out union business provided the PSA does so at reasonable times, and in a reasonable manner, having regard to health and safety issues.

Deductions

- The employer shall deduct union membership fees, with the authorisation of each member, from wages or salary, and shall remit these deductions to the union at a frequency in line with the employer's pay periods. These arrangements are subject to any provisions separately agreed between the employer and the union.
- When remitting deductions the employer will provide an electronic deduction schedule which allows the union to account for whom and over which period, fees have been deducted.
- Where practicable, the employer will make arrangements to advise the union whenever deductions cease due to a member commencing a period of leave without pay; and to arrange for the recommencement of deductions when the member returns for a period of leave without pay.

Union meetings

- Union members are entitled to attend, on ordinary pay at least two union meetings, up to a total of four hours in each calendar year. The number and duration of these meetings will be agreed within the total annual maximum of four hours, inclusive of any statutory provisions.
- The union shall provide the employer at least 12 days' notice of the date and time of any such union meeting.
- The union shall make arrangements with the employer for the employer's operations to continue.
- Paid leave is only available for actual attendance at union meetings where the employee would otherwise be working for the employer during the meeting.
- The union shall provide the employer with a list of names of union members who attended the meeting and the time at which the meeting finished.
- The employer and the union may agree additional allocations of time for paid union meetings.
- Agreed meetings over collective employment matters are not a debit against any allocation of time for union meetings.

Other facilities to support the work of delegates

- The employer 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, printing and external internet capability), photocopying facilities and facilities for communication with members including meeting spaces, tele-conference facilities, notice boards, internal mail, telephone and email. In addition, members will be allowed reasonable access to the union's external website. In using these facilities, delegates and members will observe all the employer's normal standards and policies that apply to such facilities.

Employment Relations Education Leave

The Union is entitled to allocate union members a maximum of five days employer paid leave per individual each calendar year for the purposes of employment relations education, subject to the following formula for determining overall paid leave entitlement that union members are entitled to in respect of the employer.

- Any employment relations education course must be approved by the union.
- The formula below is based on the number of full-time equivalent (FTE) union
- Members as at 1 March in each year this agreement applies.
- A full-time union member works 30 hours or more during a week and is counted as 1.
- A part-time union member works less than 30 hours per week, and counts as one half member for the purposes of calculating the overall FTE figure.

Full-time equivalent employees as at 1 March in each calendar year this agreement applies	Maximum number of days of employment relations education leave that union entitled to allocate
1-5	3
6-50	5
51-280	1 day for every 8 full-time equivalent union members or part of that number

281 or more	35 days plus 5 days for every 100 full-time equivalent union members or part of that number that exceeds 280
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An employee proposing to take leave under this clause must tell his or her employer:

- the dates on which the employee proposes to take the leave; and
- The employment relations education that the employee proposes to undertake during the leave.
- The employer may refuse to allow an employee to take paid leave under this clause if the employer is satisfied, on reasonable grounds, that the employee taking leave on the dates notified would unreasonably disrupt the employer's business.
- The employer will pay to an employee that employee's relevant daily pay in accordance with the Holidays Act 2003 for every day or part day of leave taken under this clause.