



Headquarters
New Zealand Defence Force
Defence House
Private Bag 39997
Wellington Mail Centre
Lower Hutt 5045
New Zealand

OIA-2025-5288

26th May 2025

[REDACTED]
[REDACTED]

Dear [REDACTED]

I refer to your email of 27 February 2025 requesting, under the Official Information Act 1982 (OIA), the following:

... communications with the Public Service Association regarding bargaining and strike action from the past eight months.

Please include communications between NZDF executives and the PSA, and any communications sent to a list of either all staff or all unionised staff, regarding bargaining and strike action from that time period - to now.

The requested information is enclosed. Where indicated: personal information is withheld to protect privacy in accordance with section 9(2)(a) of the OIA; and, bargaining positions and details of negotiations between the New Zealand Defence Force and the Public Service Association (PSA), including draft documents, are withheld in accordance with sections 9(2)(ba)(i) and 9(2)(j) of the OIA. This is to protect information that is provided under an obligation of confidence and avoid prejudice to negotiations respectively. Another round of negotiations with the PSA are expected to take place later this year.

Communications about facilitated bargaining are withheld in full in accordance with sections 9(2)(ba)(i) and 9(2)(j) of the OIA for the reasons explained above.

You have the right, under section 28(3) of the OIA, to ask an Ombudsman to review this response to your request. Information about how to make a complaint is available at www.ombudsman.parliament.nz or freephone 0800 802 602.

Please note that responses to official information requests are proactively released where possible. This response to your request will be published shortly on the NZDF website, with your personal information removed.

Yours sincerely

GA Motley
Brigadier
Chief of Staff HQNZDF

Enclosures:

1. Bargaining correspondence
2. General correspondence
3. Strike correspondence

8 August 2024

s. 9(2)(a)

PSA Lead Advocate
Public Service Association
WELLINGTON

Tēnā Koe s. 9(2)(a)

INFORMATION REQUEST

1. The NZDF regrets the delay in responding to the information request raised by the PSA during bargaining on 11 July 2024. High workload demand has affected response times.
2. Responses to the questions raised during bargaining are outlined below. The request was made under section 34 of the Employment Relations Act.

Q1. The PSA asked the NZDF to respond to: A zero based increase and no Annual Remuneration Review (ARR) for civil staff - therefore the expectation is NIL promotions for military personnel.

It is noted that the NZDF has also made the decision not to apply increases to the base salaries of the military tables, or to fund adjustments to the sector and tier settings of military trades. Military pay progression, is an automated term and condition a contractual obligation similar to automated step progression for Civil Staff in other agencies, whereas ARR is a step progression model underpinned by performance and affordability.

It is important to note that promotion within the Armed Forces should not be conflated with step progression (ARR) in civilian roles, as it is used for a distinct and different purpose. Unlike step progression, promotions are not based on time served or performance evaluations.

Promotion is merit-based and is intended to recognise and reward individuals for their leadership abilities, skills, experience, and potential to take on greater responsibilities within the military hierarchy. Promotions are crucial for maintaining operational effectiveness, ensuring a competent leadership structure, and motivating members to strive for excellence in their duties. They are not simply a mechanism for salary increases: moreover a means of ensuring that the most capable individuals are placed in positions where they can best serve New Zealand and fulfil their responsibilities effectively.

Promotion is also a reflection of an individual's readiness to take on higher-level roles, lead teams, make critical decisions, and uphold the values and standards of the Armed Forces, and in this way it is similar to a member of the Civil Staff being successfully appointed to a higher graded role. Promotion is essential for maintaining discipline, cohesion, and effectiveness within the military rank structure. While I understand the concerns regarding salary increases and step progression for civilian employees, it is crucial to differentiate between these mechanisms and the purpose of promotion for members of the Armed Forces.

Promotion is a vital component of the military's organisational structure and should be viewed in the context of fulfilling the unique requirements and responsibilities of serving in the Armed Forces.

I hope this clarification addresses any misunderstandings and provides insight into the distinct nature and differences of military promotions.

Q2. The PSA requested all info between the NZDF and the Public Service Commission regarding the Military Factor and any other increase announced as per section 45 (3) of the Defence Act - this includes briefings and all communications relating to bargaining.

Attached as enclosures 1 and 2 are copies of the information between the NZDF and the Public Service Commission regarding the Military Factor and any other increase announced as per section 45 (3) of the Defence Act.

Information relating to collective bargaining between NZDF and the PSA is withheld pursuant to section 9(2)(j) of the Official Information Act to enable NZDF to carry on without prejudice or disadvantage to industrial negotiations.

Q3. When can the PSA report back to members?

As discussed in the NZDF meeting with all unions meeting on Friday 12 July 2024 with the Chief People Officer, NZDF advised that the PSA would be able to report back to members after Chief of Defence's announcement of NZDF's fiscal situation – the announcement was made on 17 July 2024.

Q4. NZDF to respond to claims that would assist in retaining skilled workers?

NZDF disclosed its financial position to the PSA bargaining team on 10 July 2024, which included an update that there was no funding to meet remuneration activities for civil staff, such as base salary increases and AARs. As a result, in broad terms, this also meant that there was no funding available for other remuneration activities as it related to retaining a skilled workforce.

NZDF notes its continued intention, and focus, is still to manage civil staff retention in other interventions accepting our current financial circumstance. NZDF's rolling attrition rate from July 2022 to June 2024 reduced from 16.7% to 10.7%.

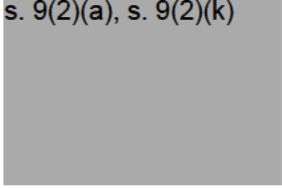
Q5. Who made the decision to cut the civilian workforce from any remuneration increase for 2024/2025?

As reflected in CPO's letter of 12 July 2024, the NZDF is in a difficult financial position. Like all public sector entities, NZDF is operating in a tough fiscal environment. This problem is for NZDF to solve, and balanced against our primary duties to ensure NZDF is not operationally compromised.

In the same letter, the CPO acknowledged there is no funding to meet important remuneration activities for civilian staff such as base salary increases and ARR. CPO also noted that the NZDF had also made the decision not to apply increases to the base salaries of the military tables, or to fund adjustments to the sector and tier settings of military trades.

3. We will respond to the request to continue bargaining by end of business Friday, 9 August 2024.
4. Once again, the delay in responding to the information request is regretted.

Nga mihi.
s. 9(2)(a), s. 9(2)(k)



Director HR Service Delivery

Enclosures:

1. Communication between NZDF and the Public Service Commission
2. Communication between NZDF and the Public Service Commission

From: [REDACTED]
Sent: Wednesday, 26 June 2024 2:04 p.m.
To: [REDACTED]
Subject: RE: [SEEMAIL][IN-CONFIDENCE] NZDF Remuneration Review

There will be no pay progression for IEA Civil Staff.

Ngā mihi nui,

[REDACTED]
[REDACTED]
[REDACTED]

www.nzdf.mil.nz



TE OPE KĀTUA O AOTEAROA
DEFENCE FORCE

From: [REDACTED]
Sent: Wednesday, 26 June 2024 2:02 p.m.
To: [REDACTED]
Subject: RE: [SEEMAIL][IN-CONFIDENCE] NZDF Remuneration Review

Thanks for confirming – so by inference, the civilian staff only get step increases for 2024 rem review, or is another proposal being formulated following uniformed review?

From: [REDACTED]
Sent: Wednesday, June 26, 2024 1:47 PM
To: [REDACTED]
Subject: RE: [SEEMAIL][IN-CONFIDENCE] NZDF Remuneration Review

This email was sent from someone outside of Te Kawa Mataaho. Please take extra care.

*** [SEEMAIL] This message may contain classified information ***

Uplift is to the value of military factor, which is a component of a member's remuneration (base salary + **military factor** + employer super contribution) and the value of some allowances. There is no uplift to base salaries. Uplifts in line with the minimum wage were implemented back in April, so no further adjustment.

Ngā mihi nui,



www.nzdf.mil.nz



TE OPE KĀTUA O AOTEAROA
DEFENCE FORCE

From: [REDACTED]
Sent: Wednesday, 26 June 2024 1:32 p.m.
To: [REDACTED]
Subject: RE: [SEEMAIL][IN-CONFIDENCE] NZDF Remuneration Review

Thanks [REDACTED] – just to be clear, no changes to the pay bands, just to the allowances, base salary (rather than base plus military factor) to minimum wage, and uplift to military factor, yes?

From: [REDACTED]
Sent: Wednesday, June 26, 2024 1:23 PM
To: [REDACTED]
Subject: [SEEMAIL][IN-CONFIDENCE] NZDF Remuneration Review
Importance: High

This email was sent from someone outside of Te Kawa Mataaho.
Please take extra care.

Please Keep Close Hold

Kia ora [REDACTED],

Thank you for your time on the phone earlier. As discussed, attached is a paper seeking CDF approval to increase:

- the value of Military Factor for members of the Regular Force by three thousand one hundred and one dollars (\$3,101) gross;
- the Military Factor rate for members of the Territorial Force up to the same level as the Regular Force; and
- the NZDF Operational Allowances to ensure that the minimum gross value is aligned with the combined gross value of the Operational Enabling Allowance (OEA) and the Interim Sustainment Allowance-Maritime (ISA-M).

The funding for this was announced by the Government in early May as part of Budget 24 and communicated to the workforce at that time. This paper is to formalise the outcomes so payment can occur.

The target payment date is 11 July 2024. CDF will be making another announcement on Monday to reconfirm these changes, as well as confirm to the workforce what will not be funded this year.

The extremely short notice is regretted; however, if you could facilitate a review of the paper and provide me with a response by Monday morning at the latest, that would be greatly appreciated.

If you have any queries relating to the paperwork attached, please give me a call on my mobile.

Thank you and I look forward to hearing from you.

Ngā mihi nui,



From [REDACTED]
Sent: Wednesday, 26 June 2024 1:23 p.m.
To: [REDACTED]
Subject: [SEEMAIL][IN-CONFIDENCE] NZDF Remuneration Review
Importance: High

Please Keep Close Hold

Kia ora [REDACTED],

Thank you for your time on the phone earlier. As discussed, attached is a paper seeking CDF approval to increase:

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4-2024 (Revised)...Rem Tables Fina... ISA Final.pdf DFO 3 Changes ...

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The extremely short notice is regretted; however, if you could facilitate a review of the paper and provide me with a response by Monday morning at the latest, that would be greatly appreciated.

If you have any queries relating to the paperwork attached, please give me a call on my mobile.

Thank you and I look forward to hearing from you.

Ngā mihi nui,

[REDACTED]
[REDACTED]
[REDACTED]

www.nzdf.mil.nz



9 August 2024

s. 9(2)(a)

PSA Lead Advocate
Public Service Association
WELLINGTON

Tēnā Koe s. 9(2)(a)

NZDF-PSA BARGAINING

1. Your correspondence of 23 July, 25 July, 30 July and 6 August 2024 refers.
2. On 12 July 2024, the PSA expressed concern about the lack of funding for remunerative claims and indicated that as bargaining was at an impasse the PSA would prepare for mediation. On 19 July 2024, during a phone call with s. 9(2)(a) you reconfirmed that bargaining was at an impasse and that the PSA would be seeking mediation under urgency from MBIE. You also indicated that the PSA was proposing industrial action and organising meetings to ballot staff – this intent was confirmed in the PSAs newsletter update on 22 July 2024.
3. On 23 July 2024, you requested NZDF to provide the PSA an offer to relay to the PSA membership for their consideration. You confirmed that the offer was not a terms of settlement and there would be no obligation on the PSA to recommend the offer due to the impasse.
4. In regards to your request for an offer, the NZDF does not have an offer to put forward and this maybe pre-emptive if the parties are to attend mediation soon. However, NZDF are willing to meet with the PSA openly and in good faith to conclude bargaining for a new collective agreement, within the difficult fiscal circumstances, and reiterates its intention to continue to do so.
5. Attached is a high level summary of the status of claims from NZDF's perspective. We would appreciate the PSA's confirmation on mediation and clarification on claims for discussion during the next round of bargaining.
6. From NZDFs perspective, possible dates for bargaining are 22-23 August 2024, 29-30 August 2024 or 4-5 September 2024. We look forward to hearing from you.

Nga mihi,

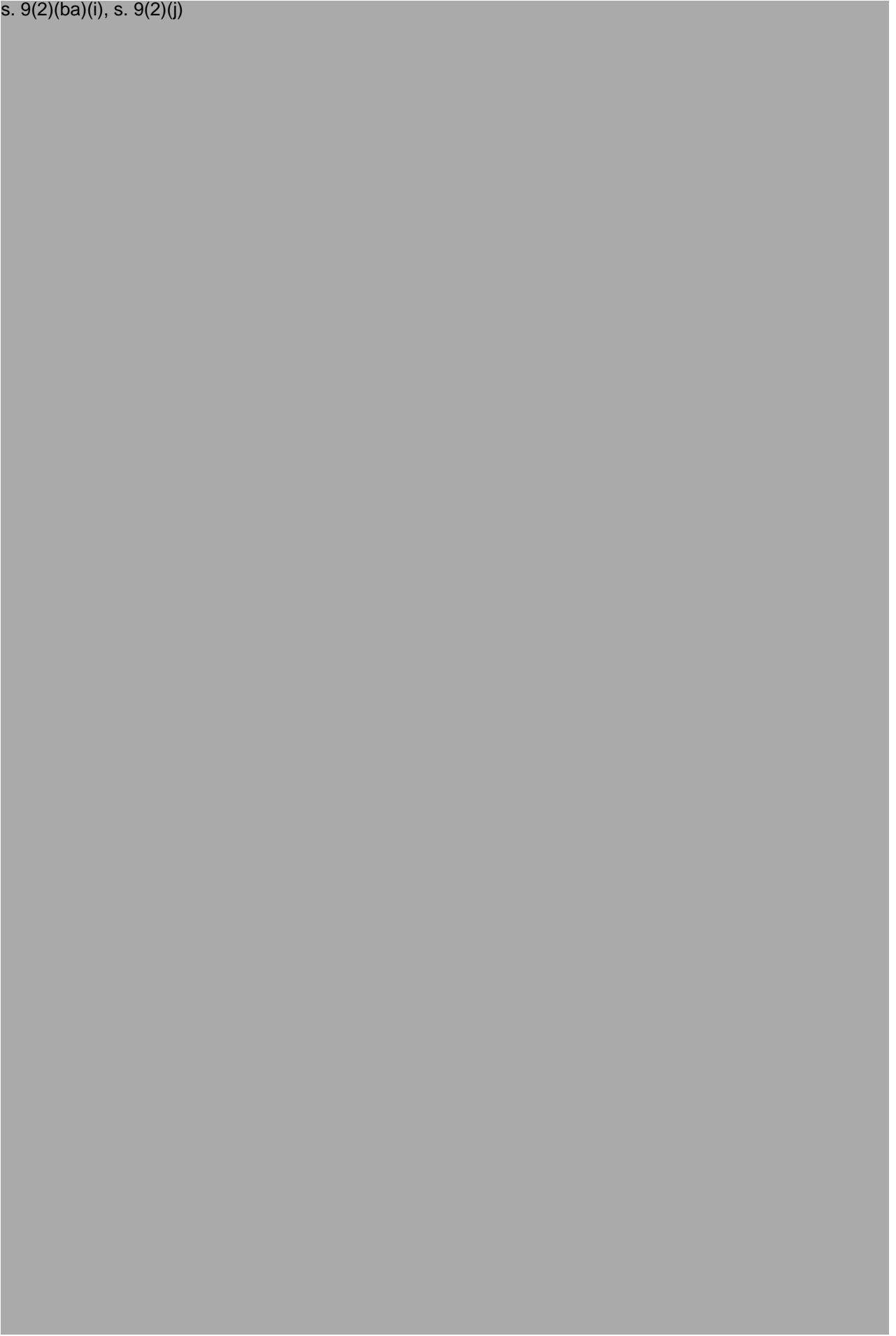
s. 9(2)(a), s. 9(2)(k)

Director HR Service Delivery


Appendix:

1. Variations
2. Medical and Dental Care Information for PSA members

s. 9(2)(ba)(i), s. 9(2)(j)



s. 9(2)(ba)(i), s. 9(2)(j)



Appendix 1:

Variations

Variations to the agreement can be made if both parties agree.

The Chief People Officer, New Zealand Defence Force is authorised to approve non-standard or new Variations.

For the PSA, the National Organiser in consultation and agreement with the National delegates are approved to authorise non-standard or new Variations. Variations must be ratified by vote of the Public Service Association (PSA) members who are affected by the variation. A variation is considered ratified when 50%+1 of the affected PSA members vote in favour of it.

If a variation is temporary, its duration, either date or event based, must be specified in the Variation document.

Once ratified, the variation will be attached to the back of the Collective Agreement (CA). It will also be inserted into the appropriate section of the CA during the next bargaining process upon the expiry of the current CA.

Appendix 2:

Medical and Dental Care information for PSA members

NZDF healthcare providers are only able to provide healthcare under the Authority to Practice provided to them by the NZDF. As such they are only able to provide basic first aid to civilians, including civilian contractors working for the NZDF, in acute/ emergency situations. The use of NZDF advanced treatments or standing order medications is not permitted.

NZDF civil staff can access Defence Health services in Camps and Bases, in the event of a health emergency only. Defence Health will provide emergency treatment until the point that external civilian health providers are available to take over care. Once the emergency treatment has been completed, any subsequent treatment is to be provided by civilian providers. All additional costs are the responsibility of the individual.

NZDF civil staff, members of NZ Government Agencies, and civilian guests of the NZDF on NZDF activities may be able to access the same health treatment as Regular Force personnel for the duration of the activity in accordance with specific instruction related to the activity. These civilians are to meet NZDF medical and dental fitness requirements at their own cost prior to departure. This may include, on a case by case basis, an initial medical examination board, an oral health examination and vaccinations. Access to NZDF funded health care ceases on return to New Zealand.

Refer to [Health Instruction: 01816: Access to Healthcare](#)

Tekapo

Note: That there is no NZDF medical facility in Tekapo. If the NZDF deploys a civilian in the field to Tekapo, they would typically be deployed with a unit and would have the basic care provided for the unit and all other medical arrangements would follow. Dependent on what has occurred, they could be attended to in field, or medevac'd out to appropriate facilities.

Waiouru Training Area

Note: Any organised activity involving NZDF civil staff participating in organised training activities in the Waiouru Training Area should report to and arrange rearward communications through Waiouru Range Control so that in the event of an accident or medical emergency in the Waiouru Training Area, immediate medical assistance can be requested through Waiouru Range Control.

18 October 2024

s. 9(2)(a)

National Sector Lead (Defence)
 Public Service Association
 WELLINGTON

Tēnā Koe s. 9(2)(a)

NZDF-PSA BARGAINING: OFFER OF SETTLEMENT FOR NEW COLLECTIVE AGREEMENT

1. New Zealand Defence Force (NZDF) and Public Service Association (PSA) are parties to a Collective Agreement dated 27 June 2023 (CA). The CA expired on 27 June 2024 and parties have met on three separate occasions to bargain for a new Collective Agreement (new CA). The agreed process for bargaining is set out in the Bargaining Process Agreement dated 18 June 2024 (BPA).

2. Following mediation held on 26 September 2024 to resolve an impasse, NZDF and the PSA met for bargaining for the third time in Wellington on 9 and 10 October 2024 during which NZDF offered new terms and conditions to PSA members to conclude bargaining for a new CA.

3. On 9 October 2024, the PSA requested NZDF to prepare terms of settlement (ToS) for presentation to its members and subject of a ratification process by PSA members under clauses 56 and 57 of the BPA. On 10 October 2024, PSA revised its request, asking NZDF to prepare an offer for its membership's consideration instead. s. 9(2)(ba)(i), s. 9(2)(j)

4. Despite refusal to present and positively endorse NZDF's offer, at bargaining PSA acknowledged the unique circumstances of bargaining owing to NZDF's fiscal circumstances. The sinking of HMNZS Manawanui has exacerbated NZDF's financial position. NZDF's offer is attached at Annex 1. Attached at Annex 2 is a high level summary of NZDF's responses to the PSA's claims and Annex 3 provides context in regards to NZDF's fiscal circumstances for discussion with members.

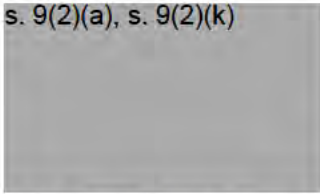
5. NZDF acknowledges the impact of its financial situation on the bargaining process and has maintained openness and transparency about these challenges during negotiations. NZDF remains willing to meet with the PSA openly and in good faith to conclude bargaining for a new CA, within the difficult fiscal circumstances, and reiterates its intention to continue to do so.

6. Noting the PSA's request for an offer instead of ToS given the unique circumstances, NZDF will draw up formal ToS, along with the new CA (marked-up in redline to illustrate the proposed terms and conditions), in the event this is requested following member meetings.

7. We look forward to hearing from you after you have consulted with members.

Nāku noa, nā,

s. 9(2)(a), s. 9(2)(k)



NZDF Lead Advocate

Annexes:

1. NZDF Offer
2. PSA and NZDF Claims – High Level Summary
3. NZDF/PSA Bargaining context 2024




NZDF OFFER




s. 9(2)(ba)(i), s. 9(2)(j)


s. 9(2)(ba)(i), s. 9(2)(j)




s. 9(2)(ba)(i), s. 9(2)(j)




s. 9(2)(ba)(i), s. 9(2)(j)




s. 9(2)(ba)(i), s. 9(2)(j)



s. 9(2)(ba)(i), s. 9(2)(j)



s. 9(2)(ba)(i), s. 9(2)(j)






s. 9(2)(ba)(i), s. 9(2)(j)



s. 9(2)(ba)(i), s. 9(2)(j)



Annex 3 to PSA letter dated 18 October 2024

NZDF PSA Bargaining Context 2024 - 18 October 2024

Like other public sector organisations, the New Zealand Defence Force (NZDF) is currently operating in a challenging fiscal environment.

Earlier in 2024, the NZDF identified a budget shortfall of \$130 million for the 2024/25 financial year. The NZDF managed to find \$100 million in cost reductions and savings, but a further \$30 million was required to stay within budget.

Additional enduring savings also needed to be identified as not all cost reductions and savings made this year, including some that relate to operational activities, can be made again in out-years, yet the cost pressures will still remain.

The NZDF has acknowledged that this is for the NZDF to solve, and it is focused on reprioritising its budget towards delivering on its primary duties and being able to provide military response options to the Government.

The NZDF recognises that it is facing a challenge of sustaining essential operations across its asset and operational base within its funding allocation.

Navigating this challenge requires the NZDF to cease, scale back or slow down a range of long-standing and significant programmes that have contributed to the reputation of the NZDF and New Zealand more broadly. The impacts of the recent sinking of HMNZS Manawanui will also need to be considered.

Remuneration for members of the Armed Forces

Remuneration funding was provided to NZDF this year for members of the Armed Forces as part of Budget24. The NZDF made the decision to use this funding to primarily increase the rate of the Military Factor, and not towards sector and tier outcomes for its military trades or base salary increases across the uniformed workforce.

The NZDF recognises that the capabilities, knowledge and experience of the Defence Force relies heavily on its collective workforce. The Budget24 funding was applied specifically to all uniformed members in order to support operations and to recognise the liabilities of military service.

Legal context

It's important to note that the NZDF is appropriated by Parliament. This means it cannot go into "overdraft" and has to operate within the limits of its appropriation.

This is reflected in ss.4 and 8 of the Public Finance Act and the restrictions on borrowing in s.46 of the Public Finance Act. This means that NZDF must operate within its means, and it cannot do this at the expense of its operational outputs.

Annex 3 to PSA letter dated 18 October 2024

Additionally, the NZDF is not public service department operating under the Public Service Act. However, under s.101 (3) (b) of the Public Service Act, the NZDF must have regard to the Government Workforce Policy statement. This statement includes but not limited to:

- Ensuring that all workforce costs, including the outcomes of remuneration reviews and collective bargaining are affordable within an agency's baseline, and sustainable in the long term (see section on roles and responsibilities below for further detail). Any increases or changes in terms and conditions should not lead labour market movements and trends.
- Ensuring that the costing of bargaining and remuneration strategies and settlements takes into account the cost of all adjustments to pay and conditions, including built-in progression through pay scales, and performance-based pay increases, as well as any changes to other conditions.
- Avoiding backdating any components of adjustments to pay and conditions (either through effective dates or compensatory lump sum payments).

In summary, the collective measures outlined are necessary for the NZDF to navigate the current financial constraints it is facing, while ensuring the NZDF's operational readiness and effectiveness is maintained.

While the Defence Capability Plan sets out a future direction for defence investment, it will not address current funding issues, which are largely driven by external factors – such as fuel and ammunition prices and other additional cost pressures.

Thank you for your consideration and contribution.


From: s. 9(2)(a) [REDACTED]@psa.org.nz>
Sent: Monday, 21 October 2024 4:16 pm
To: s. 9(2)(a) [REDACTED]
Cc: s. 9(2)(a) [REDACTED]
Subject: FW: Unclassified - Letter to PSA, NZDF Offer

CAUTION: This email originated from outside of the organization. Do **not** follow guidance, click links, or open attachments unless you recognize the sender and know the content is safe. If in any doubt please forward the email to spam@nzdf.mil.nz and then delete the email from your Inbox. Thank you.


Good afternoon, s. 9(2)(a) [REDACTED],

FYI, we have removed the attachments to enable a response to your offer.


s. 9(2)(ba)(i), s. 9(2)(j)



s. 9(2)(ba)(i), s. 9(2)(j)

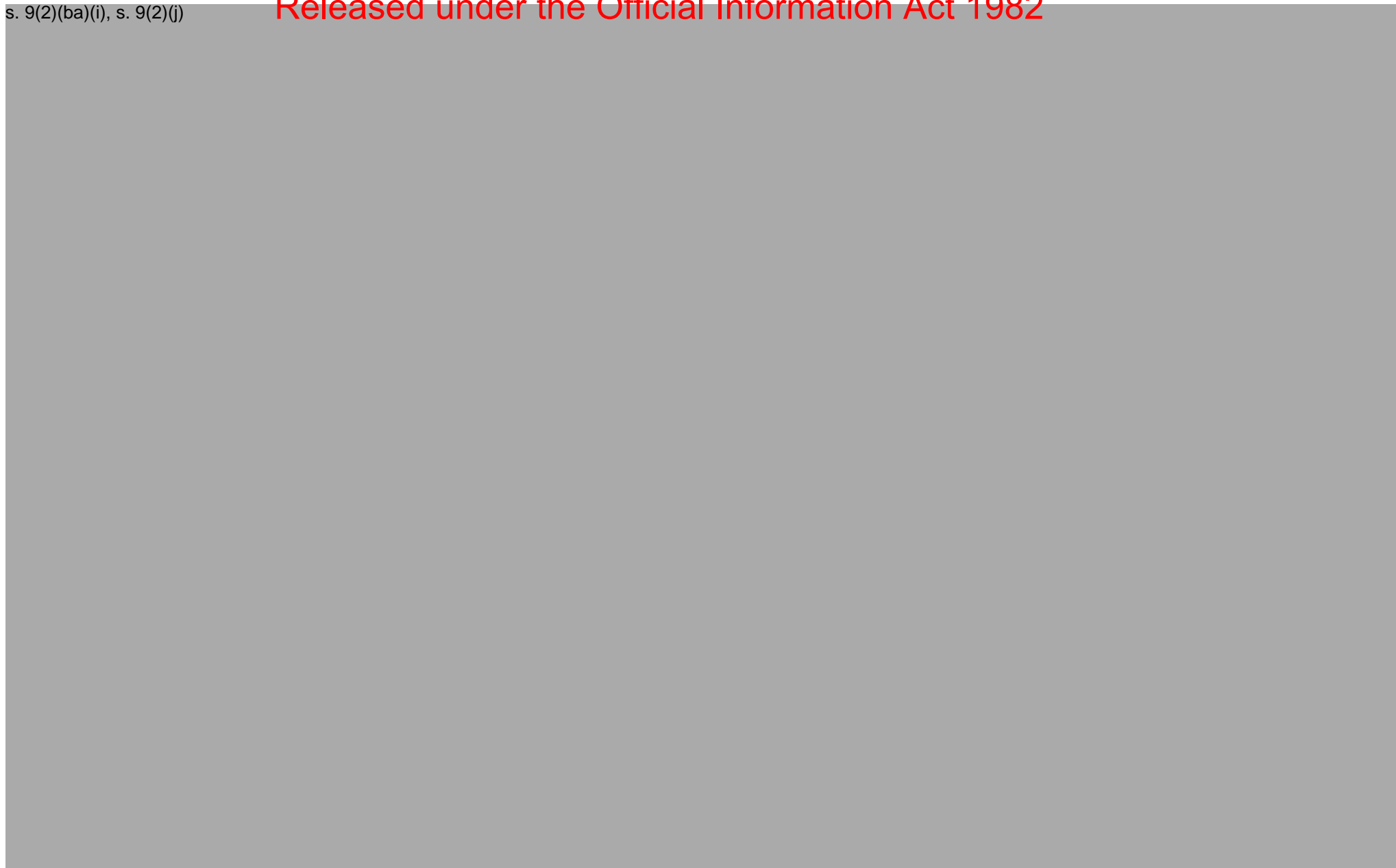


s. 9(2)(ba)(i), s. 9(2)(j)



I await your response.

Regards s. 9(2)(a)



From: s. 9(2)(a)
Sent: Friday, 29 November 2024 9:28 pm
To: s. 9(2)(a)
Cc: s. 9(2)(a)
Subject: Unclassified: 2024 PSA/NZDF Terms of Settlement & New Agreement
Attachments: 2024 NZDF PSA ToS (Issued 29 Nov 24).pdf; 2024 PSA NZDF Collective Agreement (Issued 29 Nov 24).pdf; 2024 PSA NZDF Collective Agreement (Issued 29 Nov 24) red-line.pdf; 2024 PSA NZDF Collective Agreement C (Issued 29 Nov).pdf; 2024 PSA NZDF Collective Agreement C (Issued 29 Nov) red-line.pdf

Kia ora s. 9(2)(a)

It was nice to meet you at mediation this week.

We were aiming to provide the ToS and CA today alas it's later than expected.

Some points to note:

- The ToS and CA's are attached for review. Marked and final versions of the CA's are provided.
- We've completed analysis of the NZDF & PSA lists. There are 1,014 members. We'll send a list and summary of findings on Monday.
- We have not combined Part C with Parts A and B yet. It is challenging to do this whilst the document has tracked changes – you'll understand this when you see tracked changes in Parts A, B and C. The key is that Part A covers both B and C. We will look to combine the documents when the CA is in final version.
- Clauses within the CA's need to be updated this will be done when the CA is finalised.
- We appreciated confirmation that strike action would be paused until ratification is notified to NZDF. This appears at odds with the newsletter provided to us today. We would appreciate strike action being paused until ratification is notified to us.

Feel free to call s. 9(2)(a) or I, if you have any questions regarding the ToS/CA's.

Ngā mihi,

s. 9(2)(a)

Director HR Service Delivery - Defence Human Resources
Te Ope Kātua o Aotearoa | New Zealand Defence Force

s. 9(2)(a)

www.nzdf.mil.nz



From: s. 9(2)(a)
Sent: Thursday, 28 November 2024 10:52 a.m.
To: s. 9(2)(a) @psa.org.nz>
Cc: s. 9(2)(a) @psa.org.nz>; s. 9(2)(a)
Subject: Unclassified: NZDF bargaining

Thanks for your email s. 9(2)(a)

We are working on ToS and a red-line CA today and will aim to get these to you tomorrow.

Thanks for confirming that you have the pen of the ToS/CA that is helpful for the documents.

We really appreciate confirmation of a pause on strike action pending ratification.

We will be in touch.

Ngā mihi,

s. 9(2)(a)

Director HR Service Delivery - Defence Human Resources
Te Ope Kātua o Aotearoa | New Zealand Defence Force

s. 9(2)(a)

www.nzdf.mil.nz



From: s. 9(2)(a) @psa.org.nz]

Sent: Thursday, 28 November 2024 8:30 a.m.

To: s. 9(2)(a) @nzdf.mil.nz>

Cc: s. 9(2)(a) @psa.org.nz>; s. 9(2)(a) @psa.org.nz>

Subject: NZDF bargaining

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Hi s. 9(2)(a)

As discussed this morning we are working through the possible logistics of running the meetings over the next week. This is also dependant on the ToS and the track changed collective agreement being agreed and signed within this period so we are keen to keep in touch with you over this day regarding timeframe. We will send you the proposed timetable by the end of the day today if possible.

Can you include me in all the emails relating to bargaining going forward as the final terms of settlement will be signed off by me.

We reflected overnight regarding the strike action and due to the tight nature of this timeframe we will pause industrial from the date the terms of settlement are signed and until the outcome of the ratification ballot is notified to NZDF.

Please feel free to give myself or s. 9(2)(a) a call today to discuss further.

Ngā mihi

s. 9(2)(a)

PSA Assistant Secretary (Acting)
New Zealand Public Service Association
Tē Pūkenga Here Tikanga Mahi

Te Roopu Tohutohu Manaaki: 0508 367 772

Email: s. 9(2)(a) [\[REDACTED\]@psa.org.nz](mailto:[REDACTED]@psa.org.nz)

Phone [REDACTED]

PO Box 3817

Wellington 6140


www.psa.org.nz

From: s. 9(2)(a) @psa.org.nz>
Sent: Wednesday, 4 December 2024 10:49 am
To: s. 9(2)(a)
Cc: s. 9(2)(a)
Subject: PSA response - Request offer to be made to PSA members
Importance: High


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Hi s. 9(2)(a)

s. 9(2)(a), s. 9(2)(ba)(i), s. 9(2)(j)



s. 9(2)(a), s. 9(2)(ba)(i), s. 9(2)(j)



Ngā mihi

s. 9(2)(a)

PSA Assistant Secretary (**Acting**)
New Zealand Public Service Association
Tē Pūkenga Here Tikanga Mahi

Te Roopu Tohutohu Manaaki: 0508 367 772

Email: s. 9(2)(a) [@psa.org.nz](mailto:s.9(2)(a)@psa.org.nz)

Phone

PO Box 3817

Wellington 6140

www.psa.org.nz

From: s. 9(2)(a)

Sent: Tuesday, 3 December 2024 4:37 pm

To: s. 9(2)(a) [@psa.org.nz](mailto:s.9(2)(a)@psa.org.nz)

Cc: s. 9(2)(a) [@psa.org.nz](mailto:s.9(2)(a)@psa.org.nz); s. 9(2)(a)

s. 9(2)(a)

s. 9(2)(a) [@psa.org.nz](mailto:s.9(2)(a)@psa.org.nz)

Subject: Unclassified: Request offer to be made to PSA members

Kia ora s. 9(2)(a)

Thank you for your email.

Our people and this Offer remains a priority to NZDF.

We have spoken to our senior management and we remain committed to achieving our primary objective of achieving a new CA with the PSA.

Therefore, we encourage the PSA to put this Offer forward to its members. Let us know if our support is required to facilitate this Offer in regards to meetings etc.

Some points to note about the revised offer as a result of our meeting at 9am this morning, we have:

s. 9(2)(ba)(i), s. 9(2)(j)

Please call me if you have any questions.

Ngā mihi,

s. 9(2)(a)

Director HR Service Delivery - Defence Human Resources
Te Ope Kātua o Aotearoa | New Zealand Defence Force

s. 9(2)(a)

www.nzdf.mil.nz



From: s. 9(2)(a) @psa.org.nz]

Sent: Tuesday, 3 December 2024 2:51 p.m.

To: s. 9(2)(a)

Cc: s. 9(2)(a) @psa.org.nz>; s. 9(2)(a)

s. 9(2)(a) @psa.org.nz>;

s. 9(2)(a) @psa.org.nz>

Subject: RE: Unclassified: URGENT - 1pm deadline

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Hi s. 9(2)(a)

s. 9(2)(a), s. 9(2)(ba)(i), s. 9(2)(j)

Ngā mihi

s. 9(2)(a)

PSA Assistant Secretary (Acting)
New Zealand Public Service Association
Tē Pūkenga Here Tikanga Mahi

Te Roopu Tohutohu Manaaki: 0508 367 772

Email: s. 9(2)(a) [@psa.org.nz](mailto:s.9(2)(a)@psa.org.nz)

Phone

PO Box 3817

Wellington 6140

www.psa.org.nz

From: s. 9(2)(a)

Sent: Tuesday, 3 December 2024 2:28 pm

To: s. 9(2)(a) [@psa.org.nz](mailto:s.9(2)(a)@psa.org.nz)

Cc: s. 9(2)(a) [@psa.org.nz](mailto:s.9(2)(a)@psa.org.nz); s. 9(2)(a)

s. 9(2)(a) [@psa.org.nz](mailto:s.9(2)(a)@psa.org.nz)

Subject: Unclassified: URGENT - 1pm deadline

Kia ora s. 9(2)(a)

I have just seen your email message.

s. 9(2)(ba)(i), s. 9(2)(j)

Ngā mihi,

s. 9(2)(a)

Director HR Service Delivery - Defence Human Resources
Te Ope Kātua o Aotearoa | New Zealand Defence Force

s. 9(2)(a)

www.nzdf.mil.nz



From: s. 9(2)(a) [@psa.org.nz](mailto:s.9(2)(a)@psa.org.nz)

Sent: Tuesday, 3 December 2024 12:33 p.m.

To: s. 9(2)(a)
Cc: s. 9(2)(a) @psa.org.nz; s. 9(2)(a)
s. 9(2)(a) @psa.org.nz;
s. 9(2)(a) @psa.org.nz
Subject: URGENT - 1pm deadline
Importance: High

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Hi s. 9(2)(a)

s. 9(2)(ba)(i), s. 9(2)(j)

Ngā mihi

s. 9(2)(a)

PSA Assistant Secretary (Acting)
New Zealand Public Service Association
Tē Pūkenga Here Tikanga Mahi

Te Roopu Tohutohu Manaaki: 0508 367 772

Email: s. 9(2)(a) @psa.org.nz

Phone

PO Box 3817

Wellington 6140

www.psa.org.nz

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From: s. 9(2)(a)
Sent: Tuesday, 28 January 2025 5:38 pm
To: s. 9(2)(a)
Cc: s. 9(2)(a)
Subject: RE: Unclassified - 2025 NZDF PSA Terms of Settlement (ToS)

Thanks for the update s. 9(2)(a) We look forward to receiving your feedback and in turn will respond to your query in regards to the increase.

Ngā mihi,

s. 9(2)(a)
Director HR Service Delivery - Defence Human Resources
Te Ope Kātua o Aotearoa | New Zealand Defence Force

s. 9(2)(a)
www.nzdf.mil.nz



From: s. 9(2)(a) @psa.org.nz]
Sent: Tuesday, 28 January 2025 4:16 p.m.
To: s. 9(2)(a) @psa.org.nz>
Cc: s. 9(2)(a) @psa.org.nz>; s. 9(2)(a) @psa.org.nz>; s. 9(2)(a) @psa.org.nz>
Subject: RE: Unclassified - 2025 NZDF PSA Terms of Settlement (ToS)

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Hi s. 9(2)(a)
s. 9(2)(ba)(i), s. 9(2)(j)

Ngā mihi
s. 9(2)(a)
PSA Assistant Secretary (Acting)
New Zealand Public Service Association
Tē Pūkenga Here Tikanga Mahi

Te Roopu Tohutohu Manaaki: 0508 367 772
Email: s. 9(2)(a) @psa.org.nz
Phone
PO Box 3817
Wellington 6140

www.psa.org.nz

From: s. 9(2)(a)
Sent: Monday, 27 January 2025 3:06 pm
To: s. 9(2)(a) <[s.9\(2\)\(a\)@psa.org.nz](mailto:s.9(2)(a)@psa.org.nz)>; s. 9(2)(a) <[s.9\(2\)\(a\)@psa.org.nz](mailto:s.9(2)(a)@psa.org.nz)>
Cc: s. 9(2)(a) <[s.9\(2\)\(a\)@psa.org.nz](mailto:s.9(2)(a)@psa.org.nz)>; s. 9(2)(a) <[s.9\(2\)\(a\)@psa.org.nz](mailto:s.9(2)(a)@psa.org.nz)>; s. 9(2)(a) <[s.9\(2\)\(a\)@psa.org.nz](mailto:s.9(2)(a)@psa.org.nz)>
Subject: Unclassified - 2025 NZDF PSA Terms of Settlement (ToS)

Tena korua,

A copy of the tracked word version is attached as requested.

Ngā mihi,
s. 9(2)(a)
Director HR Service Delivery - Defence Human Resources
Te Ope Kātua o Aotearoa | New Zealand Defence Force
s. 9(2)(a)
www.nzdf.mil.nz



From: s. 9(2)(a)
Sent: Sunday, 26 January 2025 9:25 p.m.
To: s. 9(2)(a) <[s.9\(2\)\(a\)@psa.org.nz](mailto:s.9(2)(a)@psa.org.nz)>
Cc: s. 9(2)(a) <[s.9\(2\)\(a\)@psa.org.nz](mailto:s.9(2)(a)@psa.org.nz)>; s. 9(2)(a) <[s.9\(2\)\(a\)@psa.org.nz](mailto:s.9(2)(a)@psa.org.nz)>; s. 9(2)(a) <[s.9\(2\)\(a\)@psa.org.nz](mailto:s.9(2)(a)@psa.org.nz)>
Subject: Unclassified - 2025 NZDF PSA Terms of Settlement (ToS)

Morena s. 9(2)(a)

Thank you for your patience while we finalised the draft ToS. Please find attached both the clean and tracked versions for the PSA's review.

The Collective Agreements will be provided once we have incorporated any final amendments required by the PSA.

To ensure clarity and to avoid misunderstandings, we kindly request that any comments or suggested changes be submitted in writing.

We look forward to your feedback.

<< File: 2025 NZDF PSA ToS - draft clean (26 Jan 25).pdf >> << File: 2025 NZDF PSA ToS - draft tracked (26 Jan 25).pdf >>
Ngā mihi,

s. 9(2)(a)

Director HR Service Delivery - Defence Human Resources
Te Ope Kātua o Aotearoa | New Zealand Defence Force

s. 9(2)(a)

www.nzdf.mil.nz



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From: s. 9(2)(a)
Sent: Wednesday, 29 January 2025 3:50 pm
To: s. 9(2)(a)
Cc: Funnell, Jacinda; s. 9(2)(a)
s. 9(2)(a)
Subject: Unclassified: PSA feedback on ToS and union news

Thanks for the discussion s. 9(2)(a)

When we spoke on Monday we had identified some outliers incl PSA members whose initial information flagged as not receiving an increase.

After further investigation we have been able to identify why these records were flagged and are satisfied that they should receive an increase to base pay.

s. 9(2)(ba)(i), s. 9(2)(j)

Working through ~3,100 records has been a massive exercise.

Again, thank you for your patience whilst we have worked through the different scenario's.

Ngā mihi,

s. 9(2)(a)

Director HR Service Delivery - Defence Human Resources
Te Ope Kātua o Aotearoa | New Zealand Defence Force

s. 9(2)(a)

www.nzdf.mil.nz



From: [redacted]@psa.org.nz]

Sent: Wednesday, 29 January 2025 2:39 p.m.

To: s. 9(2)(a)

Cc: Funnell, Jacinda s. 9(2)(a)@psa.org.nz>; s. 9(2)(a)

s. 9(2)(a)@psa.org.nz>; s. 9(2)(a)

s. 9(2)(a)

s. 9(2)(a)@psa.org.nz>; s. 9(2)(a)

Subject: RE: Unclassified: PSA feedback on ToS and union news

Importance: High

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Hi s. 9(2)(a)

s. 9(2)(ba)(i), s. 9(2)(j)

Ngā mihi

s. 9(2)(a)

PSA Assistant Secretary (Acting)

New Zealand Public Service Association

Tē Pūkenga Here Tikanga Mahi

Te Roopu Tohutohu Manaaki: 0508 367 772

Email: s. 9(2)(a) [@psa.org.nz](mailto:s.9(2)(a)@psa.org.nz)

Phone: s. 9(2)(a)

PO Box 3817

Wellington 6140

www.psa.org.nz

From: s. 9(2)(a)

Sent: Wednesday, 29 January 2025 2:34 pm

To: s. 9(2)(a) [@psa.org.nz](mailto:s.9(2)(a)@psa.org.nz)

Cc: Funnell, Jacinda s. 9(2)(a) [@psa.org.nz](mailto:s.9(2)(a)@psa.org.nz); s. 9(2)(a)

s. 9(2)(a)

s. 9(2)(a) [@psa.org.nz](mailto:s.9(2)(a)@psa.org.nz); s. 9(2)(a)


Subject: Unclassified: PSA feedback on ToS and union news

Kia ora s. 9(2)(a)

Thank you for providing feedback on the ToS. We will review feedback provided and revert back to you as soon as we can.

s. 9(2)(ba)(i), s. 9(2)(j)

s. 9(2)(ba)(i), s. 9(2)(j)



Again, thanks and we will be back in touch.

Ngā mihi,

s. 9(2)(a)

Director HR Service Delivery - Defence Human Resources
Te Ope Kātua o Aotearoa | New Zealand Defence Force

s. 9(2)(a)

www.nzdf.mil.nz



From: s. 9(2)(a) <[redacted]@psa.org.nz>

Sent: Wednesday, 29 January 2025 1:09 p.m.

To: s. 9(2)(a)

Cc: Funnell, Jacinda <[redacted]@psa.org.nz>; s. 9(2)(a)

s. 9(2)(a) <[redacted]@psa.org.nz>; s. 9(2)(a)

s. 9(2)(a) <[redacted]@psa.org.nz>

Subject: PSA feedback on ToS and union news

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Hi s. 9(2)(a) and s. 9(2)(a)

Please find attached the ToS feedback from the PSA.

s. 9(2)(ba)(i), s. 9(2)(j)

Ngā mihi

s. 9(2)(a)

PSA Assistant Secretary (Acting)
New Zealand Public Service Association
Tē Pūkenga Here Tikanga Mahi

Te Roopu Tohutohu Manaaki: 0508 367 772

Email: s. 9(2)(a) [@psa.org.nz](mailto:s.9(2)(a)@psa.org.nz)

Phone

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From: s. 9(2)(a)
Sent: Wednesday, 29 January 2025 3:17 pm
To: s. 9(2)(a)
Cc: Funnell, Jacinda; s. 9(2)(a)
s. 9(2)(a)
Subject: RE: Unclassified: PSA feedback on ToS and union news

Thanks s. 9(2)(a)

s. 9(2)(ba)(i), s. 9(2)(j)

Ngā mihi,

s. 9(2)(a)
Director HR Service Delivery - Defence Human Resources
Te Ope Kātua o Aotearoa | New Zealand Defence Force

s. 9(2)(a)
www.nzdf.mil.nz



From: s. 9(2)(a)@psa.org.nz
Sent: Wednesday, 29 January 2025 2:39 p.m.
To: s. 9(2)(a)
Cc: Funnell, Jacinda s. 9(2)(a)

Subject: RE: Unclassified: PSA feedback on ToS and union news
Importance: High

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Hi s. 9(2)(a)
s. 9(2)(ba)(i), s. 9(2)(j)

Ngā mihi
s. 9(2)(a)

PSA Assistant Secretary (Acting)
New Zealand Public Service Association
Tē Pūkenga Here Tikanga Mahi

Te Roopu Tohutohu Manaaki: 0508 367 772

Email: s. 9(2)(a) @psa.org.nz
Phone [REDACTED]
PO Box 3817
Wellington 6140
www.psa.org.nz

From: s. 9(2)(a)
Sent: Wednesday, 29 January 2025 2:34 pm
To: s. 9(2)(a) @psa.org.nz>
Cc: Funnell, Jacinda s. 9(2)(a) @psa.org.nz>; s. 9(2)(a) s. 9(2)(a) @psa.org.nz>; s. 9(2)(a) s. 9(2)(a) @psa.org.nz>; s. 9(2)(a) s. 9(2)(a) @psa.org.nz>; s. 9(2)(a)
Subject: Unclassified: PSA feedback on ToS and union news

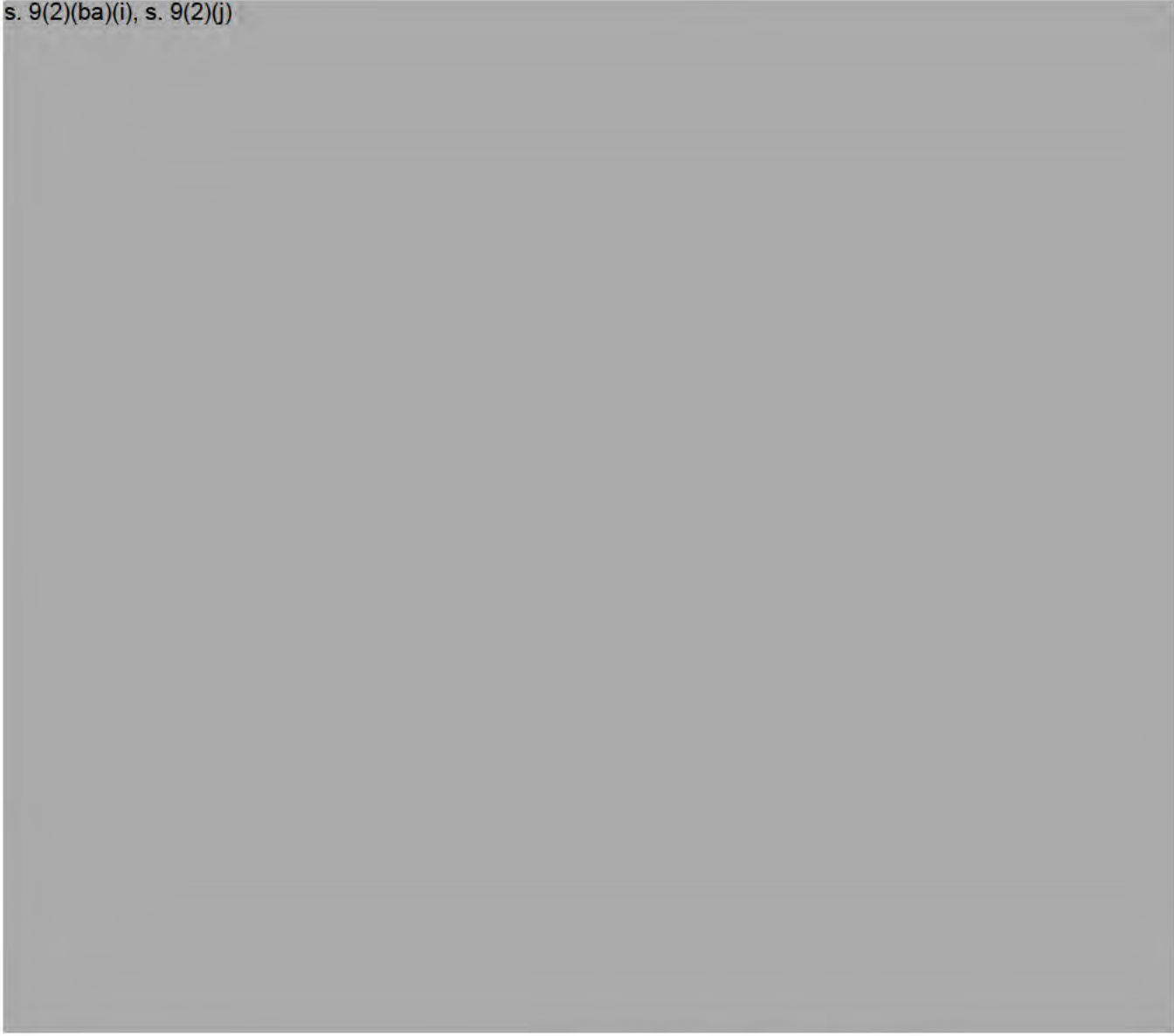
Kia ora s. 9(2)(a)

Thank you for providing feedback on the ToS. We will review feedback provided and revert back to you as soon as we can.

s. 9(2)(ba)(i), s. 9(2)(j)

[REDACTED]

s. 9(2)(ba)(i), s. 9(2)(j)



Again, thanks and we will be back in touch.

Ngā mihi,

s. 9(2)(a)

Director HR Service Delivery - Defence Human Resources
Te Ope Kātua o Aotearoa | New Zealand Defence Force

s. 9(2)(a)

www.nzdf.mil.nz



From: s. 9(2)(a) <[s.9\(2\)\(a\)@psa.org.nz](mailto:s.9(2)(a)@psa.org.nz)>

Sent: Wednesday, 29 January 2025 1:09 p.m.

To: s. 9(2)(a)

Cc: Funnell, Jacinda <[s.9\(2\)\(a\)@psa.org.nz](mailto:s.9(2)(a)@psa.org.nz)>; s. 9(2)(a)

s. 9(2)(a) <[s.9\(2\)\(a\)@psa.org.nz](mailto:s.9(2)(a)@psa.org.nz)>; s. 9(2)(a)

s. 9(2)(a) <[s.9\(2\)\(a\)@psa.org.nz](mailto:s.9(2)(a)@psa.org.nz)>

Subject: PSA feedback on ToS and union news

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Hi s. 9(2)(a) and s. 9(2)(a)

Please find attached the ToS feedback from the PSA.

s. 9(2)(a), s. 9(2)(ba)(i), s. 9(2)(j)

Ngā mihi

s. 9(2)(a)

PSA Assistant Secretary (Acting)
New Zealand Public Service Association
Tē Pūkenga Here Tikanga Mahi

Te Roopu Tohutohu Manaaki: 0508 367 772

Email: s. 9(2)(a) [@psa.org.nz](mailto:s.9(2)(a)@psa.org.nz)

Phone

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Wellington 6140

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From: s. 9(2)(a)
Sent: Thursday, 30 January 2025 3:30 pm
To: s. 9(2)(a)
Cc: s. 9(2)(a)
Subject: Unclassified - 2025 NZDF PSA TOS with NZDF feedback

Kia ora s. 9(2)(a)

Thank you for feedback on the draft ToS.

Please find attached an updated version of the ToS. The following changes have been made to version one of the ToS:

s. 9(2)(ba)(i), s. 9(2)(j)



Please call me if you have any queries.



2025 NZDF PSA ToS - v2 draft t...



ANNEX 4 to

NZDF-PSA Term...

Ngā mihi,

s. 9(2)(a)

Director HR Service Delivery - Defence Human Resources
Te Ope Kātua o Aotearoa | New Zealand Defence Force

s. 9(2)(a)

www.nzdf.mil.nz



TE OPE KĀTUA O AOTEAROA
DEFENCE FORCE

From: s. 9(2)(a) @psa.org.nz>
Sent: Wednesday, 5 February 2025 6:56 pm
To: s. 9(2)(a)
Cc: s. 9(2)(a)
Subject: RE: Unclassified - 2025 Terms of Settlement & Collective Agreements
Attachments: 2025 NZDF PSA Terms of Settlement - Final Signed.pdf

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Evening s. 9(2)(a)

Please find attached the signed 2025 terms of settlement and collective agreement in pdf format.

Ma te wa | bye for now

s. 9(2)(a)

Executive Assistant to National Secretaries

New Zealand Public Service Association: Te Pukenga Here Tikanga Mahi

Cell: s. 9(2)(a)

s. 9(2)(a) @psa.org.nz | psa.org.nz



From: s. 9(2)(a) @psa.org.nz>
Sent: Wednesday, 5 February 2025 6:34 pm
To: s. 9(2)(a) @psa.org.nz>; s. 9(2)(a)
Cc: s. 9(2)(a) @psa.org.nz>; s. 9(2)(a);
s. 9(2)(a)
s. 9(2)(a) @psa.org.nz>; s. 9(2)(a) @psa.org.nz>
Subject: FW: Unclassified - 2025 Terms of Settlement & Collective Agreements
Importance: High

Kia ora s. 9(2)(a)

We have got there!!!! Thanks for working on this till the end today.

s. 9(2)(a) could you please add my signature and PDF the document and return to s. 9(2)(a) Thank you!!!

Have a great Waitangi day off everyone.

Ngā mihi

s. 9(2)(a)

PSA Assistant Secretary (Acting)
New Zealand Public Service Association
Tē Pūkenga Here Tikanga Mahi

Te Roopu Tohutohu Manaaki: 0508 367 772

Email: s. 9(2)(a)@psa.org.nz

Phone

PO Box 3817

Wellington 6140

www.psa.org.nz

From: s. 9(2)(a)

Sent: Wednesday, 5 February 2025 6:17 pm

To: s. 9(2)(a)@psa.org.nz>

Cc: s. 9(2)(a)@psa.org.nz>; s. 9(2)(a)

s. 9(2)(a)

Subject: Unclassified - 2025 Terms of Settlement & Collective Agreements

Kia ora s. 9(2)(a)

It's been a very long week and I just want to acknowledge the collaborative mahi of both teams to emerge with Signed TOS today.

I have signed the TOS and they are pending your signature and return to me (thanks).

CPO has agreed to a revised ratification end date of 25 February 2025.

s. 9(2)(ba)(i), s. 9(2)(j)

Thanks once again and all the best for Waitangi Day commemorations.

Ngā mihi,

s. 9(2)(a)

Director HR Service Delivery - Defence Human Resources
Te Ope Kātua o Aotearoa | New Zealand Defence Force

s. 9(2)(a)

www.nzdf.mil.nz



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2025 PSA / NZDF Collective Agreement – Terms of Settlement

Background

- A. On 30 April 2024, the New Zealand Public Service Association: Te Pukenga Here Tikanga Mahi Incorporated ('the **PSA**') initiated bargaining for a new Collective Agreement (new CA).
- B. On 18 June 2024 to 27 November 2024, the PSA and the New Zealand Defence Force ('the **NZDF**') engaged in bargaining for a new CA.
- C. During facilitation on 15 January 2025 the parties agreed in-principle on Terms of Settlement (ToS) that may settle the bargaining for a new CA.

THE PARTIES

1. The parties to these ToS are the PSA; and the Chief of Defence Force (CDF) as the employing authority for members of the Civil Staff of the NZDF.

THE PARTIES AGREE THAT:

The text of the 2024 PSA/NZDF CA

2. The parties will retain the text(s) of the 2023 CA Part A and B; and the 2023 CA Part A and C, except for the changes outlined below.

Changes to Part A of the text of the 2023 CA

3. In respect of **Part A** (in part AB and AC) the following changes would be made:

Parties to the Agreement

- 3.1. Insert - "Te Pukenga Here Tikanga Mahi" after "New Zealand Public Service Association".

Coverage of Agreement

- 3.2. Update clause 10 in AB (clause 9 in AC). The term of the 2024 NZDF & PSA CA for Parts A, B & C shall be 12 months from (27 January 2025 to 26 January 2026) provided that these ToS are signed by both parties by 5:00 pm on Wednesday, 5 February 2025 and the PSA ratifies these ToS by 5.00 pm on Tuesday, 25 February 2025.

Variations

- 3.3. Replace clause 11 in AB (clause 10 in AC). Variations to the agreement can be made if both parties agree.
- 3.4. The Chief People Officer, New Zealand Defence Force is delegated authority under sections 25(5) and 30(2) of the Defence Act to execute non-standard or new variations.

- 3.5. For the PSA, the National Organiser in consultation and agreement with the national delegates are approved to authorise non-standard or new Variations. Variations must be ratified by vote of the PSA members who are affected by the variation. A variation is considered ratified when 50%+1 of the affected PSA members vote in favour of it.
- 3.6. If a variation is temporary, its duration, either date or event based, must be specified in the Variation document.
- 3.7. Once ratified, current variations will be attached to the CA. It will also be inserted into the CA during the next bargaining process upon the expiry of the current CA.

One-Off Payment

- 3.8. Replace clause 15. To acknowledge the benefits of this agreement being entered into, and the benefits arising from the relationship between the parties, NZDF will make a one-off payment of \$1,450.00 (gross and subject to lawful deductions) to employees who were PSA members as at 15 January 2025 only for the term of this agreement.
- 3.9. To qualify for the payment, an employee must be a PSA member who had joined the union prior to 5.00 pm on 15 January 2025, and has continuously remained a member of the PSA and are covered by the new CA as at the date of ratification. *(Note this clause applies to Part B members only given that Part C is closed off to any new PSA members).*
- 3.10. Conditional on these ToS being ratified, and the new CA being signed, by 5.00 pm on Tuesday, 25 February 2025, NZDF agrees to payment being paid to eligible members no later than 12 March 2025.
- 3.11. The payment is subject to PAYE income tax and KiwiSaver deductions and is for the purposes of recognising the benefits of this CA and the relationship between NZDF and PSA with employees on which the new CA is based (including the importance of well-being to the PSA membership to that relationship).

Well-Being Expenses

- 3.12. The well-being expenses clause shall be temporarily suspended for the term of the New CA, from 27 January 2025 to 26 January 2026 (gross and subject to PAYE and KiwiSaver deductions). During the period of the New CA, eligible PSA members will receive the well-being amount as a lump sum payment on 12 March 2025 (inclusive of the \$1,450 one-off payment provided for in clauses 3.3.8-3.3.11). This is not conditional on when members last made a well-being claim. Following the expiration of the CA on 26 January 2026, PSA members will be entitled to seek reimbursement for costs as per normal.
- 3.13. Add new wording before clause 50 in bold. **The parties have agreed that this well-being expenses clauses shall be temporarily suspended for the term of the CA and therefore no payments shall be made by the NZDF to reimburse any costs under these clauses for the term of this CA.**

Recognising the benefit to NZDF of the agreement and the relationship with employees on which the agreement is based, and the importance of well-being of the PSA memberships to that relationship, NZDF agrees to reimburse wellbeing expenses.

An employee is entitled to be reimbursed up to a maximum of \$300 every year for costs incurred as a result of using a registered health practitioner (inclusive of GST). Reimbursement will be on the production of receipts. This provision applies to those employee's under coverage of the terms and conditions of Part B and C. When a member is no longer covered by the terms and conditions of Part B or Part C, the entitlement ceases and is not transferable.

Stress, fatigue and workload

- 1.1. Add new clauses after clause 107. NZDF is committed to providing a safe and supportive work environment for all employees, free from psychosocial harm. Hazards which may give rise to psychosocial harm include, but are not limited to, high and/or low job demands, poor organisational change management, workplace bullying, harassment, discrimination, stressors, and violence.
- 1.2. NZDF recognises its responsibility to identify, assess, and eliminate (or where elimination is not possible minimise) risks to health and safety, so far as is reasonably practicable risks, including risk arising from psychosocial hazards in the workplace. We promote open communication, offer support systems, and provide resources to address and resolve risks to psychosocial wellbeing. All employees must report incidents or behaviour that may contribute to a harmful work environment.
- 1.3. The PSA and NZDF will work together to develop a draft clause on fatigue management for aviation firefighters, to be incorporated into the Collective Agreement by variation. The terms of reference for this work will be developed and agreed upon no later than one month after the signing of the Collective Agreement. The fatigue management clause will be completed within three months of the signing of the terms of reference.

Changes to Part B only

2. In respect of **Part B** the following changes would be made.

Parental Leave Payment

- 2.1. New clause. A parental leave payment is payable to incentivise employees to return to work subject to the following conditions.
- 2.2. Where an employee, being entitled to parental leave of up to 52 weeks, returns to work before or on expiry of that leave, the employee will be entitled, on completion of six months' continuous service from the date they returned to work, to a payment equivalent to 30 working days base salary. The payment will be paid at the employee's daily rate as immediately following the cessation of duty, including any backdated salary adjustment, and will be based on the employee's agreed hours of work at the time of ceasing duty, providing that the Parental Leave taken was for a period of six weeks or more. For periods less than six weeks, the parental leave payment shall be on a pro rata basis.
- 2.3. Where both of the prospective parents are employed in the NZDF, only one parental leave entitlement will be available, but may be shared between them consecutively or concurrently. In the case of the parental leave payment only one payment will be available to be paid as they shall elect.
- 2.4. The parental leave payment will be paid as a lump sum payment and taxed accordingly. KiwiSaver or other superannuation payments will also be deducted from the lump sum.

Enhanced annual leave

- 2.5. New clause. Employees' returning from parental leave, and then taking periods of annual leave within the first 12 months of returning to work, will be paid their entitlement to annual leave at their current daily rate as at the time of taking annual leave.
- 2.6. This is a significant enhanced contractual entitlement provided over the statutory entitlement provided for in the Parental Leave and Employment Protection Act 1987 which allows for the payment of annual leave at the employees average weekly earnings (calculated over the 12 months immediately prior to taking the annual leave), instead of daily rate, for annual leave that they became entitled to during their parental leave and for the 12 months after they return to work. This means that the value of payment for annual leave is reduced. It is the intention of this provision to remove the disadvantage that this may cause to employees. As this is an enhanced additional contractual entitlement, this payment is not subject to the Holidays Act 2003 and is payable based on the employee's daily rate as at the time of taking annual leave (and not the employee's average weekly earnings or ordinary weekly pay).
- 2.7. As legislation is currently being reviewed, any changes to the enhanced annual leave provision within the term of the CA will be managed under the Variation clause.

Bereavement / Tangihanga Leave

- 2.8. Update clauses 235-236. The NZDF accepts that from time to time employees may need to be absent from work because they have suffered a bereavement, or they have an obligation due to the death of someone close to them. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a tangihanga (or its equivalent).
- 2.9. In granting time off the employer must administer these provisions in a culturally sensitive manner, taking into account:
- a. The closeness of the association between the employee and the deceased. Note that this association need not be a blood relationship;
 - b. Whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death;
 - c. The amount of time needed to discharge properly any responsibilities or obligations;
 - d. Reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel;
 - e. A decision must be made as quickly as possible so that the employee is given maximum time possible to make any arrangements necessary. In most cases, the necessary approval will be given immediately, but may be given retrospectively where necessary; and
 - f. If paid special leave is not appropriate, then annual leave or leave without pay should be granted.
 - g. If a bereavement occurs while the employee is absent on paid leave such as annual leave, sick leave on pay, long service leave (except where this is taken after termination of duty), then such leave may be interrupted and bereavement leave granted.

Fatigue Management

- 2.10. Minor technical amendment clause 190. Fatigue and associated risks will be managed “by” the NZDF.

Heading - Payments

- 2.11. Minor technical amendment page 41. Payments full consideration for all work performed by ~~you~~ employee.

Standby/Callback

- 2.12. Minor technical amendment clause 185. Delete duplicate wording “**The employee will not be required to be on standby, when they are on leave**”, as it is covered in clause 181.

Remuneration

- 2.13. Update clause 157. An increase to the base salary Part B and Part C remuneration tables of \$1,000 as outlined at **Annex 1** that apply to Part B and Part C members.
- 2.14. Conditional on the ToS being ratified by 5.00 pm on Tuesday, 25 February 2025, the tables will apply soon after the new tables have been set up in SAP HCM and tested; except for civil staff on LWOP or unpaid leave of 35 days or more. NZDF agrees to payment, including any backpay to eligible members, being paid to eligible members no later than 9 April 2025.

Note: Higher employer superannuation contributions may slightly reduce this amount for a small number of members.

- 2.15. PSA members on LWOP or unpaid leave of 35 days or more, are to have the new remuneration tables applied to them once the member has returned from LWOP or unpaid leave.
- 2.16. Any increase to employees’ remuneration following the increase to the base salary Part B and Part C remuneration tables will be backdated to 1 July 2024 or the employee’s start date in the role if employed in the role after 1 July 2024.
- 2.17. Insert the following new clause to clause 157:

Additional undertaking made by NZDF in consideration for Ratification of this agreement

- a. Any change to NZDF’s fiscal circumstances that may improve remuneration for all NZDF civilian employees during the term of the new CA will be offered to the PSA for acceptance as a variation.
- b. For the expressed avoidance of doubt nothing in this clause, or the new CA, prevents CDF from issuing new NZDF IEA Total Remuneration (TR) tables and applying any increase to IEA civilian employees in accordance with any orders, policies, procedures and/or NZDF’s custom and practice after this has been offered to the PSA and these shall not be higher than what is offered to the PSA.

Variations

- 2.18. Security Guard Force: Delete existing categories 2 and 4 and replace with new Category 2.
The NZDF managed rostered Security Guard Force and carry out work as set out in the position descriptions for positions that are deemed by the NZDF to be “Rostered/Shift” positions in order to provide 24 hours a day, seven days a week, 365 days a year coverage to NZDF in the greater Auckland, Central, Wellington and Southern regions.
- 2.19. Security Guard Force: Delete duplicated wording from category 3 now included in category 2 and retain wording related to ‘day work’ positions and move to the category 2 section - The exception to clause 410 is Security Guards identified in ‘day work’ positions whose substantive role is the issuing of identity cards; staff training; management support and administration. These ‘day work’ positions provide roster relief as required, in addition to or in place of specified core ‘day work’ duties. These staff when deployed in temporary gaps in the roster as the need arises shall qualify for the Roster Allowance (pro-rated).
- 2.20. Security Guard Force: Update position titles – from Security Officer to Security Guard and Senior Security Officer to Section Leader.
- 2.21. Aviation Firefighters: Insert new variation for Senior Aviation Fire Fighters, Category 20 – refer to Appendix 2.

Changes to Part C

3. In respect of **Part C** the following changes would be made.

Remuneration

- 3.1. Refer to clauses 4.13 and 4.16 and tables at **Annex 1**.
- 3.2. Insert new clauses 2.8:

Additional undertaking made by NZDF in consideration for Ratification of this agreement

- a.* Any change to NZDF’s fiscal circumstances that may improve remuneration for all NZDF civilian employees during the term of the new CA will be offered to the PSA for acceptance as a variation.
- b.* For the expressed avoidance of doubt nothing in this clause, or the new CA, prevents CDF from issuing new NZDF IEA Total Remuneration (TR) tables and applying any increase to IEA civilian employees in accordance with any orders, policies, procedures and/or NZDF’s custom and practice after this has been offered to the PSA and these shall not be higher than what is offered to the PSA.

One-off Payment

- 3.3. Replace clause 14. To acknowledge the benefits of this agreement being entered into, and the benefits arising from the relationship between the parties, NZDF will make a one-off payment of \$1,450 (gross and subject to lawful deductions) to employees who were PSA members as at 15 January 2025 only for the term of this agreement.

- 3.4. Conditional on these ToS being ratified, and the new CA being signed, by 5.00 pm on Tuesday, 25 February 2025, NZDF agrees to payment being paid to eligible members no later than 12 March 2025.
- 3.5. The payment is subject to PAYE income tax and KiwiSaver deductions and is for the purposes of recognising the benefits of this CA and the relationship between NZDF and PSA with employees on which the new CA is based (including the importance of well-being to the PSA membership to that relationship).

Well-Being Expenses

- 3.6. The well-being expenses clause shall be temporarily suspended for the term of the New CA, from 27 January 2025 to 26 January 2026 (gross and subject to PAYE and KiwiSaver deductions). During the period of the New CA, eligible PSA members will receive the well-being amount as a lump sum payment on 12 March 2025 (inclusive of the \$1,450 one-off payment provided for in clauses 3.3.3-3.3.5). This is not conditional on when members last made a well-being claim. Following the expiration of the CA on 26 January 2026, PSA members will be entitled to seek reimbursement for costs as per normal.
- 3.7. Add new wording before clause 50 in bold. **The parties have agreed that these well-being expenses clause shall be temporarily suspended for the term of the CA and therefore no payments shall be made by the NZDF to reimburse any costs under these clauses for the term of this CA.**

Recognising the benefit to NZDF of the agreement and the relationship with employees on which the agreement is based, and the importance of well-being of the PSA memberships to that relationship, NZDF agrees to reimburse wellbeing expenses.

An employee is entitled to be reimbursed up to a maximum of \$300 every year for costs incurred as a result of using a registered health practitioner (inclusive of GST). Reimbursement will be on the production of receipts. This provision applies to those employee's under coverage of the terms and conditions of Part B and C. When a member is no longer covered by the terms and conditions of Part B or Part C, the entitlement ceases and is not transferable.

Limits on overtime and shift work payment

- 3.8. Delete clauses 3.14, 3.15, 3.16 and the Note at clause 5.5. This is due to no members attracting shift work payment, and increased maximum salary ranges for Part C members who may from time to time be eligible for special duties allowance.

Parental Leave - Enhanced annual leave

- 3.9. Add new clause after 4.33. Employees' returning from parental leave, and then taking periods of annual leave within the first 12 months of returning to work, will be paid their entitlement to annual leave at their current daily rate as at the time of taking annual leave.
- 3.10. This is a significant enhanced contractual entitlement provided over the statutory entitlement provided for in Parental Leave and Employment Protection Act 1987 which allows for the payment of annual leave at the employees average weekly earnings (calculated over the 12 months immediately prior to taking the annual leave), instead of daily rate, for annual leave that they became entitled to during their parental leave and for the 12 months after they return to work. This means that the value of payment for

annual leave is reduced. It is the intention of this provision to remove the disadvantage that this may cause to employees. As this is an enhanced additional contractual entitlement, this payment is not subject to the Holidays Act 2003 and is payable based on the employee's daily rate as at the time of taking annual leave (and not the employee's average weekly earnings or ordinary weekly pay).

- 3.11. As legislation is currently being reviewed, any changes to the enhanced annual leave provision within the term of the CA will be managed under the Variation clause.

Morning and Afternoon Tea

- 3.12. Amend clause 5.15. Delete wording due to the wording being inserted into the 2023 CA in error - "Where an employee attends a course of is travelling on official business or is required to work abnormal hours, the employer has the discretion to approve the actual and reasonable cost of expenses incurred by the employee in caring for dependents where the situation is such that the employee cannot make alternative arrangements for the care of the employee's dependents without incurring extra expenses".
4. **Note:** the summaries above are for information purposes only - reference needs to be made to the New CA for specific details of the proposed new terms and conditions of employment for Union members.

Summary - other agreements (non-contractual)

5. The Parties have reached agreement on the following non-contractual matters which sit outside of the New CA:

Trades working group

- 5.1. The NZDF acknowledges that work under the 2023 "NZDF/PSA Working Party Terms of Reference (ToR) on an industry aligned remuneration table for technical trades" (**Annex 3**) remains open. The parties shall progress work during the term of the new CA. The working party is not a decision making forum. NZDF agreed to append the list of positions provided to the NZDF to the ToR as outlined at **Annex 4**. Any points agreed between the parties are subject to subsequent bargaining between the parties OR a variation to the CA (in accordance with clause 11 of the new CA).

Technical Trade Allowance

- 5.2. While the parties continue to work together on an enduring solution for technical trade pay, and to promote the recruitment and retention of technical trade employees, NZDF will provide employees who are employed in NZDF Civilian Technical Trade Positions (**Annex 4**), an annualised allowance of \$1,500 (gross and subject to lawful deductions) for the term of the new CA only.
- 5.3. The proposed Technical Trade Allowance will take effect from 27 January 2025 and implemented once the new allowance code is operational in the payroll system, no later than 9 April 2025.
- 5.4. Any enduring solution for technical trade remuneration agreed to by the parties in future collective agreements will not disadvantage any employees who were employed in NZDF Civilian Technical Trade Positions (**Annex 4**), and have remained continuously employed, covered by the new CA as at the date of ratification.

Passing On

- 5.5. The PSA agrees that, if NZDF's offer for new terms and conditions of a new CA are ratified, NZDF may pass on the Parental Leave Payment, Enhanced Annual Leave provisions, increased remuneration and the Technical Trade Allowance provided for in the new CA set out in these ToS to all members of the Civil Staff if it wishes, both union members and non-members, within and outside coverage of the New CA, except for the one-time payment of \$1,450 (inclusive of the \$450 well-being payment for the term of the New CA) to any non-union employees.
- 5.6. Acknowledging the benefits of union membership and collective bargaining, the PSA agrees that NZDF may offer and pay all union members of DSA and/or NUPE the one-time payment of \$1,450 (inclusive of the \$450 well-being payment for the term of the New CA) at the same time such payment is made to qualifying PSA members.
- 5.7. The PSA also agrees that NZDF may increase the civilian employee remuneration tables, and make the payments of the Technical Trade Allowance, to all eligible civilian employees during the term of the new CA at the same time the remuneration increase is applied (and backdated to 1 July 2024) and the Technical Trade Allowance is paid to qualifying PSA members.

ToS not binding until Approved by both Parties

6. The ToS are not binding; do not conclude bargaining, or agree a new CA, until both the PSA and NZDF ratification processes are complete.

Approval by PSA

7. The PSA shall recommend the ToS to its membership.
8. The PSA ratification process will require 50% plus 1 of voting members to agree to the ToS.
9. As a sign of good faith, the PSA agrees to pause all strike action from the date these ToS are signed by the parties while the PSA ballots its members on whether to accept NZDF's new offer to conclude bargaining for a new CA.

Approval by NZDF

10. The NZDF will recommend the ToS for approval to CDF.
 - 10.1. CDF must consult with the Public Service Commissioner prior to approving these ToS.
 - 10.2. The decision as to whether to approve these ToS is at the sole and absolute discretion of CDF.

Application

11. Unless otherwise stated, all terms and conditions including the one-off gross payment or uptakes referred to in these ToS and Annexes are conditional on the ToS being ratified by 12.00 pm on Tuesday, 25 February 2025.


Full extinguishment of all claims made by both parties during bargaining

12. These ToS, if ratified and approved, will extinguish all claims made by both parties during the bargaining, and no other claims will be extant between the parties.
13. No other payment or other form of compensation as a bargaining fee or settlement award will be made.

Drafting of the New Collective Agreement

14. The text of the new CA will be drafted, in accordance with these ToS.
15. The new CA will be signed by the parties at the conclusion of the ratification and approval processes.

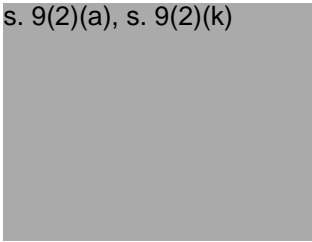
s. 9(2)(a)



for the Public Service Association

5 February 2025

s. 9(2)(a), s. 9(2)(k)



for the Chief of Defence Force

5 February 2025

ANNEX 1 to NZDF-PSA Terms of Settlement dated 5 February 2025

NZDF PSA Part B Total Remuneration Table

Effective from 1 July 2024

* This table applies to the following employment agreements - PSA Part B

NZDF Grade	Performance Step									Strategic Pay Grade
	03	04	05	06	07	08	09	10	11	
00	59,548	61,173	62,799	64,424	66,049	67,674	69,299	70,925	72,550	5-9
10	61,831	63,520	65,209	66,897	68,586	70,275	71,963	73,652	75,341	10
11	64,566	66,331	68,095	69,860	71,625	73,389	75,154	76,918	78,683	11
12	67,329	69,171	71,012	72,854	74,695	76,536	78,378	80,219	82,060	12
13	71,106	73,052	74,998	76,945	78,891	80,837	82,783	84,730	86,676	13
14	75,628	77,700	79,772	81,844	83,916	85,987	88,059	90,131	92,203	14
15	80,107	82,171	84,234	86,298	88,361	90,424	92,488	94,551	96,615	15
16	86,487	88,728	90,969	93,209	95,450	97,691	99,931	102,172	104,413	16
17	93,381	95,813	98,245	100,677	103,109	105,541	107,973	110,405	112,838	17
18	99,972	102,590	105,208	107,826	110,444	113,062	115,680	118,298	120,916	18
19	106,976	109,787	111,581	114,367	117,153	119,939	122,725	125,510	128,296	19
20	112,659	115,629	118,600	121,570	124,541	127,512	130,482	133,453	136,423	20

High Performance Zone -
Business Case Required

NZDF PSA Part B CIS Total Remuneration Table

Effective from 1 July 2024*

* This table applies to the following employment agreements - PSA Part B CIS

NZDF Grade	Performance Step									Strategic Pay Grade
	03	04	05	06	07	08	09	10	11	
ITC16PS	93,354	95,788	98,222	100,657	103,091	105,525	107,960	110,394	112,828	ITC16PS
ITD16AO	94,668	97,139	99,609	102,080	104,551	107,022	109,493	111,963	114,434	ITD16AO

High Performance Zone -
Business Case Required

NZDF PSA Health Total Remuneration Table

Effective from 1 July 2024*

* This table applies to the following employment agreements - PSA Part B

Step	Civilian
1	63,298
2	70,273
3	75,105
4	80,656
5	86,198
6	92,552
7	95,543
8	98,346
9	100,194
10	103,366
11	104,952
12	106,538
13	108,124
14	109,710
15	111,297

Kauri Point (Part B) - Total Remuneration Table

Explosive Ordnance Technicians

Effective from 1 July 2024*

*This table applies to PSA CEA Part B employment agreement for the Defence Ammunition Depot - Logistics Command (Shared Services) at Kauri Point (DADLC(SS) Kauri Point)

EOT	Performance Step										Level	EOT
	02	03	04	05	06	07	08	09	10	11		
3	90,229	90,557	90,885	91,213	91,541	91,869	92,197	92,488	92,816	93,144	3	3
	87,605	87,933	88,261	88,589	88,917	89,245	89,573	89,901	90,229	90,557	2	
	84,981	85,309	85,637	85,965	86,293	86,621	86,949	87,277	87,605	87,933	1	
2	82,357	82,685	83,013	83,341	83,669	83,997	84,325	84,653	84,981	85,309	3	2
	79,733	80,061	80,389	80,717	81,045	81,373	81,701	82,029	82,357	82,685	2	
	77,109	77,437	77,765	78,093	78,421	78,749	79,077	79,405	79,733	80,061	1	
1	74,485	74,813	75,141	75,469	75,797	76,125	76,453	76,781	77,109	77,437	6	1
	71,861	72,189	72,517	72,845	73,173	73,501	73,829	74,157	74,485	74,813	5	
	69,237	69,565	69,893	70,221	70,549	70,877	71,205	71,533	71,861	72,189	4	
	66,613	66,941	67,269	67,597	67,925	68,253	68,581	68,909	69,237	69,565	3	
	63,989	64,317	64,645	64,973	65,301	65,629	65,957	66,285	66,613	66,941	2	
	61,365	61,693	62,021	62,349	62,677	63,005	63,333	63,661	63,989	64,317	1	

85% EOT 1 Level 1= 85% NZDF PSA Part B TR Table Grade 11 | 105% EOT 3 Level 3 = 105% NZDF PSA Part B TR Table Grade 15

NZDF PSA Part C Salary Table

Effective from 1 July 2024

* This table applies to the following employment agreements - PSA Part C

								High Performance Zone - Business Case Required		
NZDF Grade	Performance Step									Strategic Pay Grade
	03	04	05	06	07	08	09	10	11	
00	54,792	55,854	57,337	58,819	60,302	61,785	63,266	64,749	66,232	5-10
11	55,424	56,937	58,448	59,960	61,471	62,984	64,495	66,007	67,518	11
12	58,455	60,050	61,646	63,242	64,838	66,435	68,030	69,626	71,222	12
13	61,685	63,370	65,056	66,741	68,427	70,113	71,799	73,485	75,170	13
14	65,675	67,471	69,268	71,064	72,861	74,658	76,454	78,250	80,047	14
15	69,607	71,385	73,163	74,941	76,719	78,497	80,275	82,053	83,831	15
16	74,335	76,243	78,153	80,063	81,971	83,881	85,790	87,699	89,609	16
17	79,612	81,667	83,723	85,779	87,835	89,890	91,947	94,003	96,059	17
18	85,147	87,360	89,572	91,785	93,997	96,210	98,421	100,634	102,846	18
19	91,318	93,702	96,087	98,470	100,854	103,238	105,621	108,006	110,389	19
20	96,450	98,976	101,503	104,028	106,438	108,962	111,486	114,009	116,533	20

ANNEX 2 to NZDF-PSA Terms of Settlement dated 5 February 2025

CATEGORY 20

Category 20 specific terms

General

The position of Senior Aviation Firefighter requires non-standard working arrangements, and provides for compensation (known as “salary loading payments”) for these non-standard working arrangements as detailed below. The compensation provisions are cumulative, which means the employee benefits from all that are specified. The terms set out below vary the NZDF standard business hours which are 7.00 am to 7.00 pm, Monday to Friday.

Current rostered shifts for Senior Aviation Firefighters are provided in the table below. These may be changed to meet operational requirements following consultation and reasonable notice.

Compensation

Where compensation is calculated on the employee’s base salary, this is the base salary specified in the employee’s Letter of Offer. Compensation will be recalculated to reflect any subsequent base salary increases the employee may receive. Compensation will be paid fortnightly with salary.

Highly restricted on-call rostered hours (sleepover shifts)	
Variation to standard terms	Compensation
<p>The roster includes on-call time:</p> <ul style="list-style-type: none"> • when employees are required to remain on site; and • ready to respond to any requirement to return to work. <p>During this time the employee:</p> <ul style="list-style-type: none"> • Must be immediately contactable and ready to respond to any direction to return to work • Is not required to work, and will be provided with adequate facilities allowing the employee to rest and sleep • Must adhere to all site rules that apply to off-duty staff while on site. 	<ul style="list-style-type: none"> • Employees will be compensated for every hour of rostered on-call time by receiving the current national minimum wage for those hours. • When the employee is called back to work, this time will be compensated as Time off in lieu (TOIL), as set out in the clause below.
Time Off in Lieu (TOIL) - Variation to standard terms	
<p>Where employees are required to work additional hours as a result of a call back they will receive an equivalent amount of on-call time as TOIL. The net effect is that they will receive the same pay every fortnight, except in such cases where this equivalent call back time can’t be taken within a 12 week period.</p> <p>Where TOIL is not taken within a 12 week period it may be paid out to the employee at the rate of T1.5 (1.5 x the employee’s standard hourly rate) with approval from their manager.</p> <p>Additional hours worked include any call back hours worked, and any additional hours or rostered shifts worked as per the Rostered hours of work clause above.</p> <p>If operational requirements dictate an inability to provide TOIL, the employees manager may reach an up-front agreement with them that specific, agreed additional hours worked will be paid as overtime.</p>	

Restricted rest and meal breaks	
Variation to standard terms	Compensation
<p>The nature of the role is to contribute to the protection of New Zealand's National Security. The NZDF is currently unable to provide for unrestricted rest and meal breaks in this position without incurring unreasonable costs.</p> <p>The restrictions that apply to rest and meal breaks are the employee:</p> <ul style="list-style-type: none"> • must remain on site, be contactable during all rest and meal breaks; and • may be recalled to work during any rest or meal break due to operational requirements; • wherever possible, within the confines set out above, will be allocated rest and meal breaks in line with the provisions of the Employment Relations Act. Managers will make reasonable efforts not to interrupt the employee's breaks wherever possible subject to operational requirements. 	<ul style="list-style-type: none"> • You will be paid for all meal breaks at your normal rate of pay, to compensate to the restrictions placed on your meal breaks. In practical terms, this means these hours will be included in the length of your shift as paid working time; and • You will receive salary loading payment of 4.2% of your base salary to compensate for the restrictions placed on your rest breaks.
<p>The employee agrees that the timing of breaks will be either:</p> <ul style="list-style-type: none"> • Set by roster; or • Set at times to be directed by the manager with regard to the operational requirements of the position; or • Set by the employee at times convenient to the employee around their operational requirements, but may be set by the manager if they consider this to be necessary. <p>The employee agrees to be flexible on the timing of breaks where necessary in response to operational requirements.</p>	

	Start Work	Rest / Sleep On-Call Period		Finish Work	Rest and meal breaks (restricted)	Daily Working	Daily Rest/Sleep On-call Period
		Start	Finish		Time (working time)	Time	Time
Shift 1	8:00	18:00	20:00	20:00	3 x 10 mins, 1 x 30 mins.	10hrs	2hrs
Shift 2	8:00	17:45	5:45	8:00	Period 1: 2 x 10 minutes, 1 x 30 mins. Period 2: 1 x 10 mins.	12hrs	12hrs
Shift 3	20:00			8:00	3 x 10 mins, 1 x 30 mins.	12hrs	0hrs
						Total 34hrs	Total 14hrs

Week	Cycle	Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday	
		Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish
6 day / 6 week recurring shift cycle	Wk 1	8:00	20:00	8:00	8:00	20:00	8:00	RDO		RDO		RDO		8:00	20:00
	Wk 2	8:00	8:00	20:00	8:00	RDO		RDO		RDO		8:00	20:00	8:00	8:00
	Wk 3	20:00	8:00	RDO		RDO		RDO		8:00	20:00	8:00	8:00	20:00	8:00
	Wk 4	RDO		RDO		RDO		8:00	20:00	8:00	8:00	20:00	8:00	RDO	
	Wk 5	RDO		RDO		8:00	20:00	8:00	8:00	20:00	8:00	RDO		RDO	
	Wk 6	RDO		8:00	20:00	8:00	8:00	20:00	8:00	RDO		RDO		RDO	



NZDF/PSA

Working Party Terms of Reference on an industry aligned remuneration table for technical trades

Background

- A. On 18 June 2024, the New Zealand Defence Force ('the **NZDF**') commenced bargaining with the Public Service Association Incorporated ('the **PSA**').
- B. Claim 4 tabled by the PSA during bargaining was for the insertion of a remuneration table, into the Collective Agreement (CA), that recognised the qualifications and/or licences that an employee possessed and utilised in order to perform the ordinary duties of their role ('the **Remuneration table**').
- C. The NZDF and PSA agreed not to include the remuneration table into the new CA but agreed that they vary the CA if both parties agreed.
- D. The NZDF and PSA agreed to Terms of Settlement (ToS) for a new CA, and agreed as part of those ToS to complete the outstanding work from the technical trades working group formed at signing of the 2023 CA Terms of Settlement on 27 June 2023.

ToS Dated: 27 June 2023 (and revised on 5 February 2025)

The Parties

- i. The New Zealand Defence Force ('the **NZDF**')
- ii. The Public Service Association Incorporated ('the **PSA**')

THE PARTIES AGREE THAT:

1. Objective

- 1.1. The objective of the working party is to develop options for an industry aligned remuneration solution for NZDF civilian technical trades.

2. Scope

- 2.1. The working party will consider options from both parties for an industry aligned remuneration solution. This includes:
 - 2.1.1. A review to validate in scope roles and review/develop position descriptions.
 - 2.1.2. The completion of any job sizing as a result of options shall be completed in accordance with the NZDF process.
 - 2.1.3. The parties shall identify any relevant market data sources to inform rates for each position.
 - 2.1.4. Qualifications, competencies, training, career pathway and gender pay principles will be considered as part of the remuneration solution
 - 2.1.5. The use of a progression mechanism and performance related pay as part of the remuneration solution.

3. Timeframe

- 3.1. The timeframe for working party discussions is within the term of the CA to agree a recommended option and its implementation process.

4. People

- 4.1. The working party will include from the NZDF:
 - 4.1.1. Lyndah Pascoe, Director HR Service Delivery
 - 4.1.2. John Dorey, Manager Employment Relations
 - 4.1.3. Emma Waldrom, Principal Analyst Remuneration
 - 4.1.4. NZDF Joint Defence Services representative
- 4.2. The working party will include from the PSA:
 - 4.2.1. Guy Jukes, PSA National Organiser
 - 4.2.2. Doug Parrington, Convenor of Delegates
 - 4.2.3. TBC
 - 4.2.4. TBC

- 4.3. The working party is to consist at all times of no less than three representatives and no more than four representatives each from the PSA, and the NZDF, for a total maximum working party of eight. The total number allows for a core attendance of no less than two representatives from NZDF and no less than two representatives from the PSA at each meeting.
- 4.4. The parties may choose to use a third party to assist the facilitation of the project and outcomes.
- 4.5. The representatives are required to be:
 - 4.5.1. Highly conversant with the CA,
 - 4.5.2. Demonstrate good problem solving skills,
 - 4.5.3. Apply a high degree of commitment to achieving the objective as expediently as possible, and
 - 4.5.4. To ensure a timely process, should a working party member from either the NZDF or PSA not be available to attend over three consecutive meetings, aside from pre-agreed absences, then the working party member will be replaced.
- 4.6. For the purpose of professional training and development: the NZDF and the PSA agree to the attendance of limited numbers of NZDF HRA's and the PSA national delegates to observe the working party in a 'watch and learn' capacity only.

5. Working party costs

- 5.1. The working party will be hosted by the NZDF at Defence House HQ, or in the alternative, on MS Teams.
- 5.2. For NZDF PSA delegates, the NZDF agrees to meet reasonable costs directly associated with the working party, including:
 - 5.2.1. travel costs will be met by NZDF
 - 5.2.2. releasing the PSA NZDF delegates from their work to attend working party meetings
- 5.3. The PSA agrees to meet the reasonable costs of NZDF PSA delegates in regard to accommodation.

6. Process

- 6.1. In carrying out the review, the following process shall be followed:
 - 6.1.1. the working group will convene no later than 1 March 2025 with a work plan to complete its work by 31 July 2025;
 - 6.1.2. the parties will agree a schedule of fortnightly meetings initially at least four weeks prior to the commencement of the working party;
 - 6.1.3. the parties will provide at least five working days' notice if, due to unforeseen circumstances, there is a requirement for a meeting to be cancelled.
 - 6.1.4. regular communications will be sent to affected members advising the status of the working group;
 - 6.1.5. releasing the NZDF PSA delegates from their work to:
 - 6.1.5.1. attend working party meetings and;
 - 6.1.5.2. review material and complete any other preparation needed to undertake agreed work between meetings.

7. Minutes of the meetings

- 7.1. A representative from each of the NZDF and the PSA will be responsible for recording the minutes of each meeting/hui.
- 7.2. A copy of the minutes of each meeting/hui will be circulated by the parties prior to the commencement of the next meeting/hui.
- 7.3. The minutes will formally record the interactions between the parties.
- 7.4. Any issues with the minutes of the previous meetings/hui must be addressed at the commencement of the next meeting/hui at which the issue arose.

8. Tikanga Māori

- 8.1. The NZDF and the PSA will commence and conclude each meeting/hui with a karakia.
- 8.2. The NZDF and the PSA will observe that this relationship is based on mutual good faith, honesty and respect.
- 8.3. The NZDF and the PSA will encourage active and equitable participation.
- 8.4. The NZDF and the PSA customs will be observed, respected and honoured.

9. Governance

- 9.1. The Assistant Chief of Defence Human Resources and the PSA Assistant Secretary will provide governance of the project. They will receive regular updates from the working party on progress and will provide guidance and assistance to the working party as required.

10. Recommendations/Approvals

- 10.1. The working party is not a decision-making forum, and recommended options are subject to approval by the NZDF Organisational Committee (as per standard process). Any points agreed between the parties are subject to subsequent bargaining between the parties for a new CA, after the expiration of the current CA OR a variation to the current CA.


11. Confidentiality

- 11.1. The parties will need to communicate with their respective constituents for the duration of the working party, to inform them of progress and receive feedback. The working party will endeavour to agree on joint communication at the end of each month.
- 11.2. Where there is a need to provide confidential information to the working party the NZDF will advise of the information provided that needs to be confidential for requiring confidentiality. The PSA working party members will keep the information confidential and will only use it for the purposes of the working party discussions.

12. Timeframes

- 12.1. The working party will work to conclude the objective as expediently as possible, but all work will be completed by 31 July 2025.

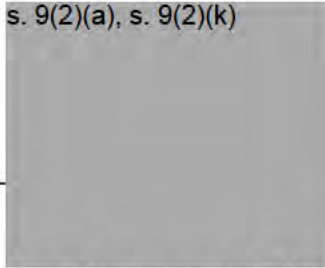
s. 9(2)(a)



Signed for and on behalf of
Public Service Association Incorporated

5 February 2025

s. 9(2)(a), s. 9(2)(k)



Signed for and on behalf of
New Zealand Defence Force

5 February 2025

ANNEX 4 to NZDF-PSA Terms of Settlement dated 5 February 2025

NZDF Civilian Technical Trade Positions		
Position ID	Position Title	Service
00026010	Supvr 1 Cap Development/ E3 - AVAK	Air Force
00026467	Supvsr Acft Struct(Skin) Bay-MSSAK-MWGAK	Air Force
00026559	Supervisor Propeller Bay MSSAK-MWGAK	Air Force
00042484	Supvr Component Bay AK Team 2 - MWGAK	Air Force
00026291	Supervisor Battery Room Auck - AVAK	Air Force
00026089	Aircraft Technician - MSSAK - MWGAK	Air Force
00026000	AV Tech 1 Electrical Sys Bay- AVAK	Air Force
00026491	AV Tech 1 Instrument System Bay- AVAK	Air Force
00045798	Maintenance NCO1 - TTSQN	Air Force
00075198	Electrical Technician - MSSOH - MWGOH	Air Force
00075199	GSE Technician - MSSOH - MWGOH	Air Force
00026229	Aircraft Technician - MSSAK - MWGAK	Air Force
00026256	Supervisor Electrical Technician - MWGAK	Air Force
00025985	GSE Technician - MSSOH - MWGOH	Air Force
00026551	Technician GSE - MSW	Air Force
00027382	GSE Technicians - MSSAK - MWGAK	Air Force
00041835	AV Tech 2 Communications Bay- AVAK	Air Force
00052178	AV Production Supervisor - 6 ILM	Air Force
00026539	GSE Technician - MSSAK - MWGAK	Air Force
00026271	Supervisor Ground Comms Bay AVOH - MWGAK	Air Force
00027366	GSE Technician - MSSAK - MWGAK	Air Force
00016627	Store Maintenance Technician - 40SQN	Air Force
00045627	Supervisor Ground Support Equipmnt - MSW	Air Force
00026442	AV Tech 1 Communications Bay- AVAK	Air Force
00026001	Aircraft Technician - MSSAK - MWGAK	Air Force
00026375	GSE Technician - MSSOH - MWGOH	Air Force
00026297	GSE Technician - MSSAK - MWGAK	Air Force
00026233	JNCO-1 Ground Communications AVOH -MWGAK	Air Force
00026324	Aircraft Tech MSSOH - MWGOH	Air Force
00026486	Supervisor Aero Battery Bay AVOH - MWGAK	Air Force
00027472	GSE Technician - MSSOH - MWGOH	Air Force
00027467	GSE Technician - MSSAK - MWGAK	Air Force
00027449	AV Tech 2 Instrument System Bay- AVAK	Air Force
00045795	Maintenance NCO2 - TTSQN	Air Force
00049377	Security, Elect & Comms Networks Mgr-MSW	Air Force
00026122	Electrical Technician - MSSAK - MWGAK	Air Force
00026056	Aero Surface Finishing Technician -MWGOH	Air Force
00026540	Supervisor Woodwork Section-MSSAK-MWGAK	Air Force
00026406	Aero Surface Finishing Technician AK	Air Force

NZDF Civilian Technical Trade Positions		
00088473	Carpenter - LCM	Navy
00009727	Large Objects Project Supvsr - RNZAFMUS	Air Force
00026352	Aero Surface Finishing Technician -MWGOH	Air Force
00026311	ADE Repair Technician - MWGOH	Air Force
00009729	Audio Visual & Lighting Tech - RNZAFMUS	Air Force
00026012	Mach Tool Setter & Op - MSSAK - MWGAK	Air Force
00026328	Senior Armament Technician - MSW	Air Force
00043130	Seasprite Snr Tech Specialist - 6SQN	Air Force
00049379	Security, Elect, Comms & Networks - MSW	Air Force
00049380	Ground Avionics Maint Sect Tech 1 - MSW	Air Force
00059920	Electrical Fitter - 2WKSPCOY	Army
00059948	Electronics Technician - 2WKSPCOY	Army
00061266	Armourer - 3WKSPCOY	Army
00061609	Electronics Instr/Radar Tech - 3WKSPCOY	Army
00061639	Electronics Instr/Radar Tech - 3WKSPCOY	Army
00088483	Mechanic - LCM	Navy
00096139	Snr Avionics Technical Specialist - 6SQN	Air Force
00108307	Vehicle Mechanic - ENGRWKSP	Army

From: s. 9(2)(a)
Sent: Thursday, 4 July 2024 9:57 pm
To: s. 9(2)(a)
Cc: s. 9(2)(a)
Subject: Unclassified - Bargaining next week

Kia ora s. 9(2)(a)

We've been playing phone tag so sending a quick email and will await your call in the morning.

We are available for bargaining from Wed, 10 Jul to midday Fri, 12 Jul 24, which is within the dates that you provided earlier.

Please let me know if this works for you and the team and I'll ask s. 9(2)(a) to connect with delegates to arrange travel. This would include return travel for the delegates during work time on the Friday to ensure they get home at a decent time.

Also, s. 9(2)(a) on Fri after lunch (timing to be confirmed) we are arranging for NZDF senior leadership reps to brief all three unions (PSA, NUPE and DSA) on some strategic matters top of mind for the NZDF. Accordingly, we wish to extend an invitation to you and PSA senior leadership reps (perhaps s. 9(2)(a) or National Sec?) to attend this meeting. Please let me know if this works for you and we'll organise for an invitation to be sent to your nominated PSA senior leadership rep/s.

We look forward to hearing from you.

Ngā mihi,

s. 9(2)(a)
Director HR Service Delivery - Defence Human Resources
Te Ope Kātua o Aotearoa | New Zealand Defence Force

s. 9(2)(a)
www.nzdf.mil.nz

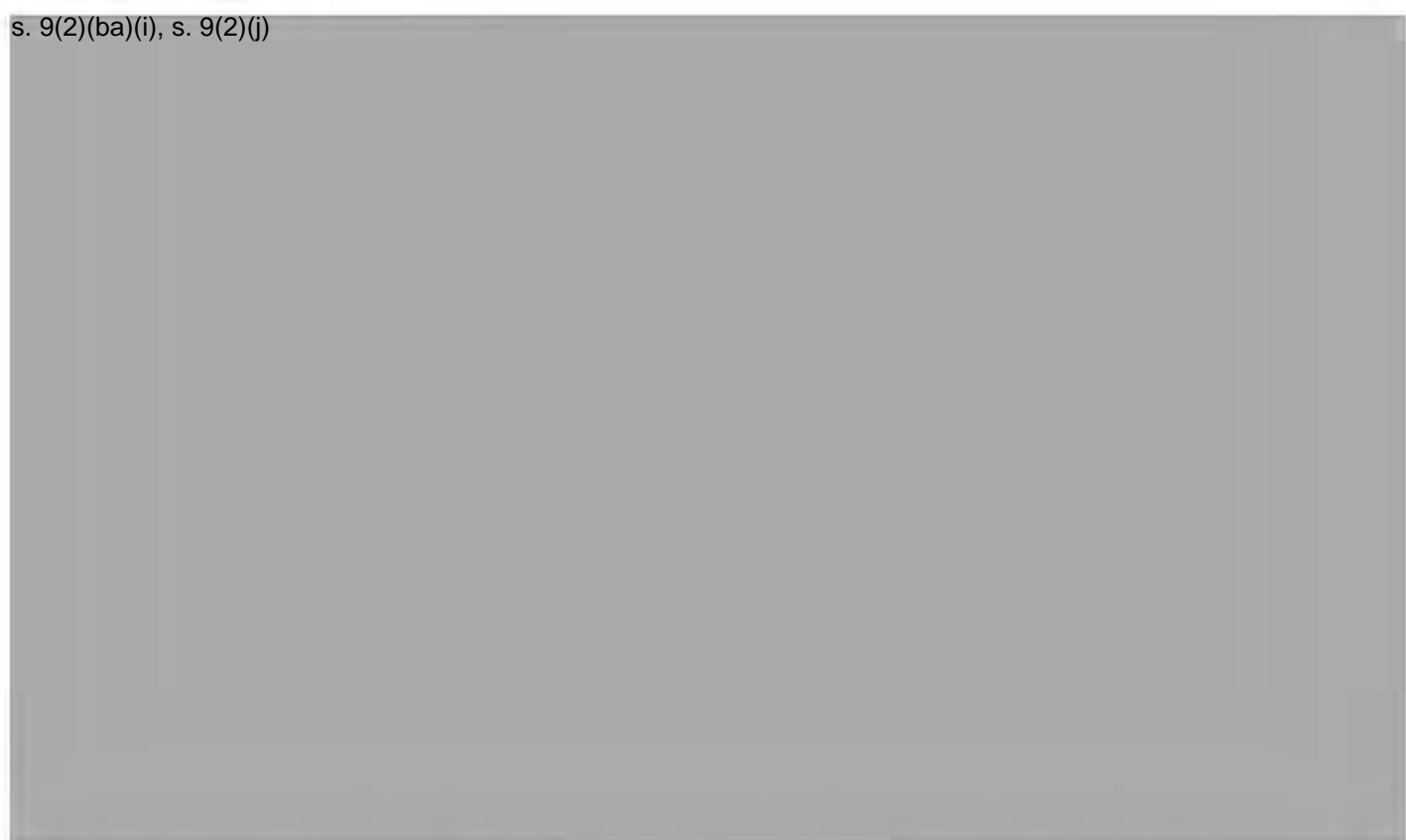


From: s. 9(2)(a)
Sent: Tuesday, 16 July 2024 4:46 pm
To: s. 9(2)(a)
Cc: s. 9(2)(a)
Subject: Unclassified: IN-CONFIDENCE Letter & enclosures PSA response

Tēnā korua,

Thank you for your feedback.

s. 9(2)(ba)(i), s. 9(2)(j)



As you are aware from our letter, we will be holding a townhall style meeting (led by NZDF senior leadership) on Level 1 of Defence House on Thursday, 18 July 2024. You are more than welcome to attend this meeting. Please let us know in advance if you would like to attend and we will ensure the necessary arrangements are made for you to access the room or to join via Teams.

Ngā mihi,

s. 9(2)(a)

Director HR Service Delivery - Defence Human Resources
Te Ope Kātua o Aotearoa | New Zealand Defence Force

s. 9(2)(a)

www.nzdf.mil.nz



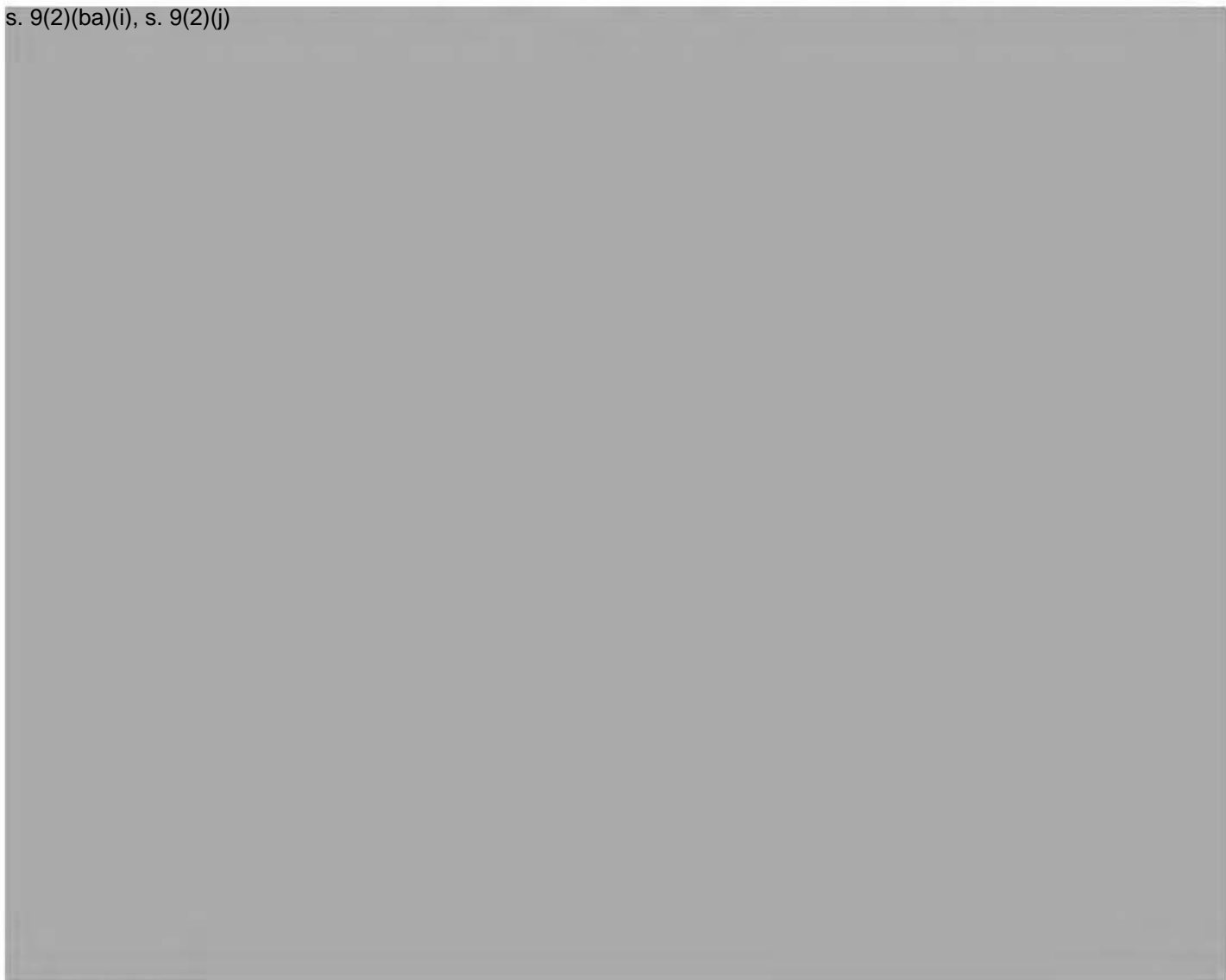
From: s. 9(2)(a) [redacted]@psa.org.nz]
Sent: Tuesday, 16 July 2024 1:03 p.m.
To: s. 9(2)(a) [redacted]
Cc: s. 9(2)(a) [redacted]@psa.org.nz>
Subject: RE: Unclassified: IN-CONFIDENCE Letter & enclosures PSA response

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Tēnā korua

Thank you for meeting with us last Friday and for the documents that you have provided for our considerations.

s. 9(2)(ba)(i), s. 9(2)(j)



Nga mihi maioha

Mark

From: s. 9(2)(a) [redacted]
Sent: Friday, July 12, 2024 5:14 PM
To: s. 9(2)(a) [redacted]@psa.org.nz>; s. 9(2)(a) [redacted]
s. 9(2)(a)@nupe.org.nz
Cc: s. 9(2)(a) [redacted]@psa.org.nz>; s. 9(2)(a) [redacted]

s. 9(2)(a) [redacted] @nupe.org.nz>

Subject: Unclassified: IN-CONFIDENCE Letter & enclosures

Tēnā koutou,

Thank you for meeting with us today and once again apologies to you all for the IT issues.

Attached as promised is a letter to confirm our discussions this afternoon.

We thank you for respecting the in-confidence nature of discussions and the material being disclosed to you.

Your feedback is welcome.

Ngā mihi,

s. 9(2)(a) [redacted]

Director HR Service Delivery - Defence Human Resources
Te Ope Kātua o Aotearoa | New Zealand Defence Force

s. 9(2)(a) [redacted]

www.nzdf.mil.nz



From: s. 9(2)(a)
Sent: Thursday, 18 July 2024 9:28 am
To: s. 9(2)(a)
Cc: s. 9(2)(a)
Subject: Unclassified: NZDF Senior Leadership Town Hall

Morena s. 9(2)(a)

Thank you for your follow up email.

Today is an opportunity for our senior leaders to speak to some of our people directly and listen to what they have to say and answer questions they may have. We are conscious and mindful that two-thirds of our civilian workforce who are affected are not represented by a union and today is about our people and providing them the opportunity to ask questions of our senior leaders directly.

s. 9(2)(a), s. 9(2)(ba)(i), s. 9(2)(j)

Today's Townhall is the first in a series of town halls across our camps and bases. This will ensure staff across our sites have access to the same information.

Due to the IT technical issues we experienced last Friday, you and s. 9(2)(a) may wish to attend the Townhall in person today, please let s. 9(2)(a) know and he will meet you both in reception.

Ngā mihi,

s. 9(2)(a)

Director HR Service Delivery - Defence Human Resources
Te Ope Kātua o Aotearoa | New Zealand Defence Force

s. 9(2)(a)

www.nzdf.mil.nz



From: s. 9(2)(a) [mailto:s.9(2)(a)@psa.org.nz]
Sent: Wednesday, 17 July 2024 8:37 p.m.
To: s. 9(2)(a)
s. 9(2)(a)
Subject: RE: Unclassified: NZDF Senior Leadership Town Hall

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Tēnā korua

s. 9(2)(ba)(i), s. 9(2)(j)

s. 9(2)(ba)(i), s. 9(2)(j)

-----Original Appointment-----

From: s. 9(2)(a)

Sent: Wednesday, July 17, 2024 8:19 PM

To: s. 9(2)(a)

s. 9(2)(a)

Subject: Unclassified: NZDF Senior Leadership Town Hall

When: Thursday, 18 July 2024 2:00 pm-2:45 pm (UTC+12:00) Auckland, Wellington.

Where: DH 1.03 and 1.05 and MS TEAMS

Kia ora koutou,

Please find below MS teams details for the virtual town hall meeting with NZDF senior leaders.

If you would like to attend the meeting in person please contact s. 9(2)(a) or I and we will meet you at reception.

This is an opportunity for our people to raise questions, and we request you redirect any questions you may have to s. 9(2)(a) or I after the meeting.

Thank you for your ongoing support.

Ngā mihi,

s. 9(2)(a)

Director HR Service Delivery - Defence Human Resources
Te Ope Kātua o Aotearoa | New Zealand Defence Force

s. 9(2)(a)

www.nzdf.mil.nz



-----Original Appointment-----

From: s. 9(2)(a)

Sent: Wednesday, 17 July 2024 4:25 p.m.

To: s. 9(2)(a) s. 9(2)(k)

Subject: NZDF Senior Leadership Town Hall

When: Thursday, 18 July 2024 2:00 p.m.-2:45 p.m. (UTC+12:00) Auckland, Wellington.

Where: DH 1.03 and 1.05 and MS TEAMS

Kia ora koutou

We invite **Defence House personnel** to join the Chief of Defence Force, Chief People Officer and Chief Finance Officer for an all staff, in-person town hall event, **1400 – 1445, Thursday 18 July 2024**. This event is the first in a series of senior leadership town halls that will run across NZDF camps and bases over the coming weeks.

This event is an opportunity for you to learn more about the challenges facing the NZDF, and our potential response to these challenges. We will also take questions from the floor.

Limited seating is available. Please see one of our hosts by the stage if you need assistance.

For **Defence House staff** who are working remotely, a Microsoft Teams link is available below (Please note that the NZDF's licence for MS Teams allows up to 1000 participants only. If you are unable to enter the meeting due to our online attendance reaching the participant limit, we are recording the session which will be available at a later time). We are unable to take questions from our online audience, however these can be sent in advance to: [s. 9\(2\)\(k\)](#)

A reminder that this invite is for NZDF staff in Defence House, this being the first in a series of town halls across our camps and bases. This will ensure staff across our sites have access to the same information.

We are committed to updating you as thoroughly and quickly as we can during this process.

Should you have any questions please email [s. 9\(2\)\(k\)](#)

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 456 632 602 563

Passcode: 9Ewgma



Dial in by phone

+64 4-909 4420,,220515663# New Zealand, Wellington

[Find a local number](#)

Phone conference ID: 220 515 663#

For organisers: [Meeting options](#) [Reset dial-in PIN](#)

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We will never use email to notify you of changes to our bank account. If you do receive an email to this effect, please do not reply and contact us immediately.

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From: s. 9(2)(a)
Sent: Thursday, 22 August 2024 4:01 pm
To: s. 9(2)(a)
Cc: s. 9(2)(a)
Subject: Unclassified: Union member update going to NZDF members
Attachments: NZDF Union Update Final 28 08 24.pdf

Kia ora s. 9(2)(a)

Receipt is acknowledged of the PSA newsletter.

s. 9(2)(ba)(i), s. 9(2)(j)

[Redacted content]

Ngā mihi,

s. 9(2)(a)

Director HR Service Delivery - Defence Human Resources
Te Ope Kātua o Aotearoa | New Zealand Defence Force

s. 9(2)(a)

www.nzdf.mil.nz



From: s. 9(2)(a)@psa.org.nz]
Sent: Thursday, 22 August 2024 3:34 p.m.
To: s. 9(2)(a)
Subject: Union member update going to NZDF members

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Kia ora
Going out to union members shortly.

Nga mihi

s. 9(2)(a) **NSL (Acting) | Wellington**
NZ Public Service Association | Te Pukenga Here Tikanga Mahi
11 Aurora Terrace
PO Box 3817
Wellington 6140

Mobile: s. 9(2)(a)



From: s. 9(2)(a)
Sent: Wednesday, 18 September 2024 4:09 pm
To: s. 9(2)(a)
Cc: s. 9(2)(a)
Subject: RE: Unclassified - Strike Notice clarification sought

Kia ora s. 9(2)(a),

Thank you for clarifying the PSAs position on the ban on on-call work. We've updated our guidance to commanders/managers to reflect wording below.

Standby and On Call

The strike notice specifies a ban on PSA members to be available for on-call work. Commanders/managers will need to address on-call requirements relevant to the needs of the workplace. Please note the exception to this is duties in life preserving/endangered situations.

For clarity, the PSA has advised that the members are not refusing to be on call; they are simply refusing to undertake a callout/call back (return to the camp/site to undertake the work associated with the call out). The members will still answer the phones and ascertain what the issue is but they will not return to the worksite. The respective issue will be addressed the following day. Contact your Local HR Advisor for advice.

To confirm, members will continue to receive compensation for being on 'Standby' in accordance with contractual arrangements. We acknowledge that some staff may return to work to undertake duties in life preserving/endangered situations - this will be actioned in accordance with contractual arrangements.

Ngā mihi,

s. 9(2)(a)

Director HR Service Delivery - Defence Human Resources
Te Ope Kātua o Aotearoa | New Zealand Defence Force

s. 9(2)(a)

www.nzdf.mil.nz



From: s. 9(2)(a)
Sent: Tuesday, 17 September 2024 4:51 p.m.
To: s. 9(2)(a) @psa.org.nz>
Cc: s. 9(2)(a) @psa.org.nz>
Subject: Unclassified - Strike Notice clarification sought

Kia ora s. 9(2)(a)

A quick email to acknowledge your email, we'll revert back to you.

The reason for the original email was to clarify the PSA's intention in writing following your call with s. 9(2)(a).

We'll be back in touch tomorrow.

Ngā mihi,

s. 9(2)(a)

Director HR Service Delivery - Defence Human Resources
Te Ope Kātua o Aotearoa | New Zealand Defence Force

s. 9(2)(a)

www.nzdf.mil.nz



TE OPE KĀTUA O AOTEAROA
DEFENCE FORCE

From: s. 9(2)(a) <[s.9\(2\)\(a\)@psa.org.nz](mailto:s.9(2)(a)@psa.org.nz)>

Sent: Tuesday, 17 September 2024 4:39 p.m.

To: s. 9(2)(a)

Cc: s. 9(2)(a)

Subject: FW: Unclassified - Strike Notice clarification sought

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Tēnā koe

s. 9(2)(ba)(i), s. 9(2)(j)

I will await your response.

Nga mihi

From: s. 9(2)(a)

Sent: Tuesday, September 17, 2024 1:57 PM

To: s. 9(2)(a)

<[s.9\(2\)\(a\)@psa.org.nz](mailto:s.9(2)(a)@psa.org.nz)>

Cc: s. 9(2)(a)

Subject: RE: Unclassified - Strike Notice clarification sought

Kia ora s. 9(2)(a)

s. 9(2)(ba)(i), s. 9(2)(j)

s. 9(2)(ba)(i), s. 9(2)(j)

Nga mihi

From: s. 9(2)(a)

Sent: Tuesday, September 17, 2024 1:22 PM

To: s. 9(2)(a) <[s.9\(2\)\(a\)@psa.org.nz](mailto:s.9(2)(a)@psa.org.nz)>; s. 9(2)(a) <[s.9\(2\)\(a\)@psa.org.nz](mailto:s.9(2)(a)@psa.org.nz)>

Cc: s. 9(2)(a)

Subject: Unclassified - Strike Notice clarification sought

Kia ora s. 9(2)(a)

I am writing further to your call with s. 9(2)(a)

s. 9(2)(ba)(i), s. 9(2)(j)

Ngā mihi,

s. 9(2)(a)

Director HR Service Delivery - Defence Human Resources
Te Ope Kātua o Aotearoa | New Zealand Defence Force

s. 9(2)(a)

www.nzdf.mil.nz



From: s. 9(2)(a)
Sent: Tuesday, 8 October 2024 10:57 am
To: s. 9(2)(a)
Cc: s. 9(2)(a)
Subject: RE: Unclassified: DRAFT MESSAGING FOR PSA - HMNZS Manawanui

Thanks for the support s. 9(2)(a)

Ngā mihi,

s. 9(2)(a)
Director HR Service Delivery - Defence Human Resources
Te Ope Kātua o Aotearoa | New Zealand Defence Force

s. 9(2)(a)
www.nzdf.mil.nz



From: s. 9(2)(a)@psa.org.nz]
Sent: Tuesday, 8 October 2024 10:06 a.m.
To: s. 9(2)(a)
Cc: s. 9(2)(a)@psa.org.nz>; s. 9(2)(a)
s. 9(2)(a)
Subject: RE: Unclassified: DRAFT MESSAGING FOR PSA - HMNZS Manawanui

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Good morning, s. 9(2)(a),

The PSA will absolutely support our members to do what needs to be done.

Regards s. 9(2)(a)

From: s. 9(2)(a)
Sent: Tuesday, October 8, 2024 9:01 AM
To: s. 9(2)(a)@psa.org.nz>
Cc: s. 9(2)(a)
Subject: Unclassified: DRAFT MESSAGING FOR PSA - HMNZS Manawanui

Morena s. 9(2)(a)

The crew and passengers from HMNZS Manawanui returned to RNZAF Base Auckland last night with 72 crew and passengers. They overnighted at Defence facilities and have further de-briefings before reuniting with their whanau this afternoon.

The full resources of the NZDF are being made available to support personnel with medical checks, debriefings, psychological support and welfare.

Acknowledging these unprecedented events and noting the union's strike notice, which bans overtime and call-outs of its members except in cases of life preserving/endangered situations, the NZDF is seeking the PSA's support.

In instances where the NZDF requires the delivery of well-being, welfare and possibly supply chain services related to the return of our people, we request that PSA members who volunteer, including for overtime or call-outs, be permitted to do so if they choose. Timesheet approvals will be required where overtime or call-outs are worked.

We appreciate your understanding and cooperation in ensuring the safety and well-being of all involved during this critical time.

Ngā mihi,

s. 9(2)(a)

Director HR Service Delivery - Defence Human Resources
Te Ope Kātua o Aotearoa | New Zealand Defence Force

s. 9(2)(a)

www.nzdf.mil.nz




From: s. 9(2)(a)
Sent: Friday, 8 November 2024 1:47 pm
To: s. 9(2)(a)
Cc: s. 9(2)(a) @psa.org.nz'; s. 9(2)(a)
Subject: Work to rule - unclassified

Hi s. 9(2)(a)

Thanks for the brief discussion this morning.

s. 9(2)(ba)(i), s. 9(2)(j)



PSA - NZDF Strike
Notice Work ...

Ngā mihi,

s. 9(2)(a)

Director HR Service Delivery - Defence Human Resources
Te Ope Kātua o Aotearoa | New Zealand Defence Force

s. 9(2)(a)

www.nzdf.mil.nz




From: s. 9(2)(a)
Sent: Tuesday, 5 November 2024 6:54 pm
To: s. 9(2)(a)
Cc: s. 9(2)(a)
Subject: UNCLASSIFIED: Notice of Strike action

Importance: High

Hi s. 9(2)(a)

Firstly, thank you for taking my late call earlier this afternoon and as indicated, after reviewing the strike notices issued this afternoon by the PSA that I would be writing to clarify a few matters and arrange a meeting.

s. 9(2)(a), s. 9(2)(ba)(i), s. 9(2)(j)




Regards

s. 9(2)(a)

Manager Employment Relations, Defence Human Resources
Te Ope Kātua o Aotearoa | New Zealand Defence Force


s. 9(2)(a)



www.nzdf.mil.nz



s. 9(2)(a), s. 9(2)(ba)(i), s. 9(2)(j)



From: s. 9(2)(a)@psa.org.nz>
Sent: Tuesday, 17 December 2024 1:41 pm
To: s. 9(2)(a)
Cc: s. 9(2)(a)
Subject: RE: Unclassified: PSA strike action

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Kia Ora

s. 9(2)(ba)(i), s. 9(2)(j)

Nga Mihi

s. 9(2)(a)

Lead Organiser NZDF

s. 9(2)(a) MS Teams

s. 9(2)(a)@psa.org.nz | psa.org.nz



From: s. 9(2)(a)
Sent: Tuesday, December 17, 2024 1:11 PM
To: s. 9(2)(a)@psa.org.nz>; s. 9(2)(a)@psa.org.nz>
Cc: s. 9(2)(a)
Subject: Unclassified: PSA strike action

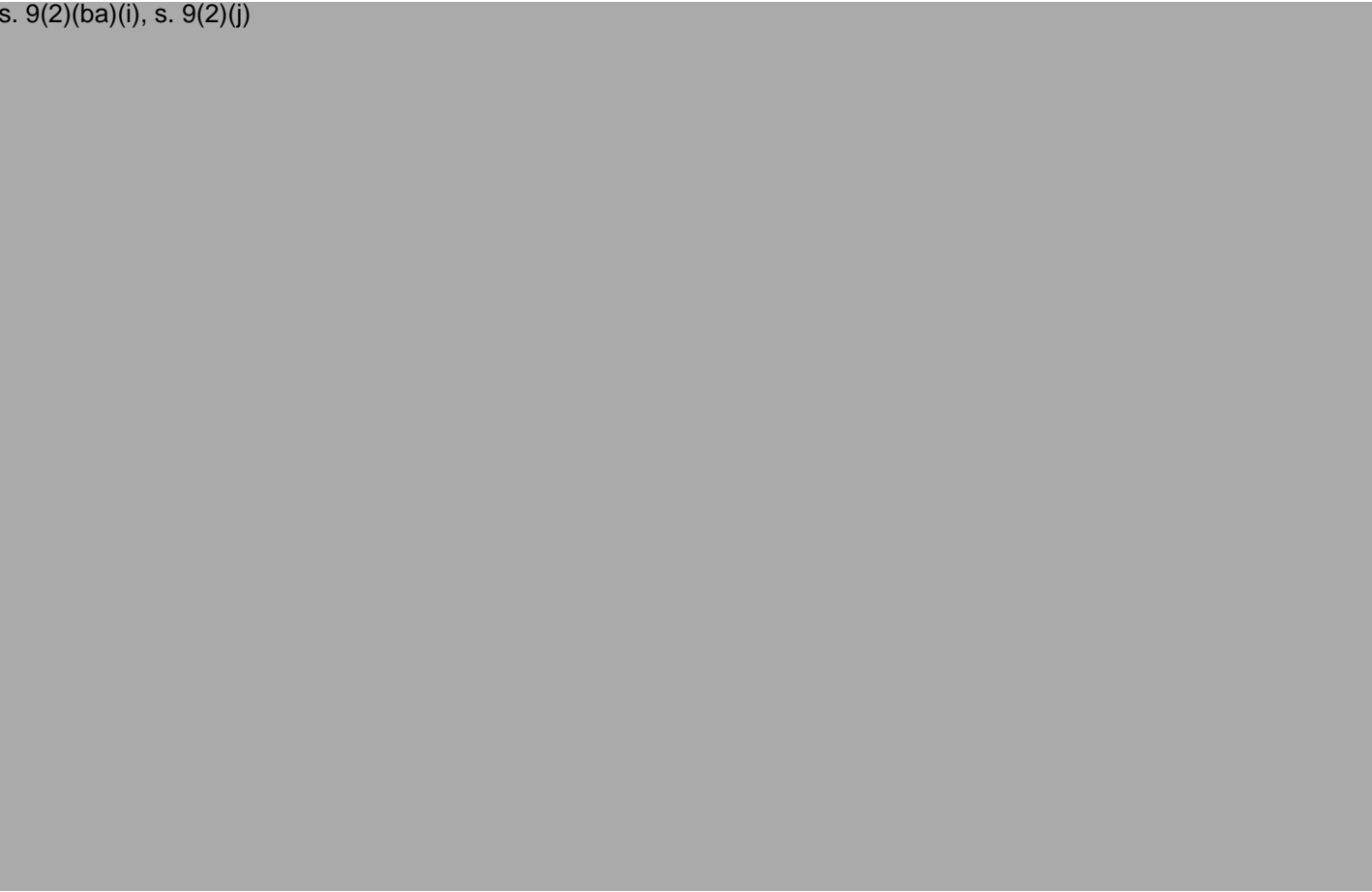
Hi both,

s. 6(a), s. 9(2)(ba)(i), s. 9(2)(j)

s. 6(a)



s. 9(2)(ba)(i), s. 9(2)(j)



Ngā mihi,

s. 9(2)(a)

Director HR Service Delivery - Defence Human Resources
Te Ope Kātua o Aotearoa | New Zealand Defence Force

s. 9(2)(a)

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From: Office of the Chief People Officer
Sent: Tuesday, 17 September 2024 2:36 pm
To: @NZDF.ALL
Subject: Notice of PSA industrial action

Kia ora koutou

The Public Service Association (PSA) has given notice of industrial action across all NZDF locations, excluding Kauri Point from **0900 Wednesday 18 September until 1700 Thursday 31 October 2024**.

This is in support of the PSA bargaining for a new collective agreement, which includes increases to pay and other terms and conditions which include a cost to NZDF.

Separately, the PSA has given NZDF 14 days' notice of industrial action occurring at Kauri Point which will commence at **0900 Wednesday 2 October until 1700 Thursday 31 October 2024**. This is due to the PSA identifying Kauri Point as an essential service.

In both cases, the industrial action will take the form of NZDF staff who are PSA members:

- **Working to rule** – which means working to the standard hours stipulated in the PSA Collective Employment Agreement (which may vary for particular roles) and taking all rest and meal breaks.
- **Not working overtime** - which means a ban on performing work in addition to contractual hours of work.
- **Refusing to be on call** – which will be specific to how it applies to a staff members terms and conditions.

What else you need to know

- NZDF PSA members who are under the collective agreement are legally allowed to participate in this strike action unless it involves an essential service (as it is defined in the Employment Relations Act 2000), in which case a minimum of 14 days' notice is required to strike.
- Due to a third of our civilian workforce being PSA members, an incident response team, led by COL Stephen Piercy has been stood up to monitor impacts and ensure that any essential work is not impacted by this form of industrial action.
- The response team will also be working to clarify some of the details with the PSA, specifically around essential services and on call work. An update will be provided on any new information.

The role of managers and commanders

All managers and commanders of PSA members will be provided guidance, later today, on what their role is when this takes place.

I ask that you all reflect upon our NZDF values when this industrial action takes place and are mindful and considerate of each other when having conversations on this matter. Our civilian workforce plays a huge part in contributing to our outputs and, whether you are a union member or not, you are a valued part of the Defence Force.

Further updates will be provided if required.

Ngā mihi,

Colonel Jason Dyhrberg, DSD (he, him)

Acting Chief People Officer

Headquarters, New Zealand Defence Force

www.nzdf.mil.nz



From: Office of the Chief People Officer
Sent: Wednesday, 25 September 2024 1:05 pm
To: NZDFCommanders_Managers
Subject: PSA industrial action - update to managers of PSA members

Kia ora koutou

It has been one week since the industrial action for all NZDF PSA members started. As our managers of PSA members, I want to provide an update on your role and what's coming up in the next few days.

Your role as a manager of a PSA member

Your role as a manager of a PSA member is to identify any risks and impacts associated with your direct reports (who are PSA members) going on strike-action.

You are not expected to make any final calls on what your staff can and cannot do throughout this time. The decision-making authority for any action related to industrial action sits with CDF, so it is important that if you have any urgent concerns, to raise them through your chain of command.

Thank you to those who have already raised the impacts this industrial action has on their teams to their local HR Advisor and through the chain of command. Doing this is important as it helps us prepare contingency plans to mitigate these impacts.

A reminder that if you have specific questions on industrial action, please direct them to your local HR Advisor.

If you have identified risks associated with industrial action within your team that have workload or health and safety impacts, please share this information through your chain of command (or to your 1-Up manager).

Going into mediation with the PSA

Due to the NZDF and PSA being at an impasse, both parties will go into mediation tomorrow, Thursday 26 September to decide a way forward. The NZDF will continue to bargain in good faith with the PSA and will manage the outcomes accordingly.

Escalation of the level of industrial action

If the level of industrial action escalates, I will circulate updated guidance to ensure you are prepared for what's to come. The PSA will have to give us notice (the amount of notice can vary) on any increase in the level of industrial action, and 14 days' notice for industrial action impacting essential services. I will provide a further update should this happen.

I acknowledge that this is a difficult time across the force, with multiple challenges being managed. I want to thank you for your efforts as we continue our work to deliver a safe and secure New Zealand.

Nga manaakitanga,

Jacinda Funnell

Chief People Officer HQNZDF, People Capability Portfolio - HQNZDF

Te Ope Kātua o Aotearoa | New Zealand Defence Force
www.nzdf.mil.nz



From: Office of the Chief People Officer
Sent: Wednesday, 16 October 2024 1:00 pm
To: NZDFCommanders_Managers
Subject: PSA bargaining update for managers of PSA members

Kia ora koutou

Just another quick update from me on bargaining with the Public Service Association (PSA).

The NZDF and PSA met for bargaining in Wellington on Wednesday 9 & Thursday 10 October 2024. There were further substantive conversations and discussions regarding proposed options suggested by the PSA at mediation in relation to the PSA's claims.

As a result of these discussions, and at the PSA's request, NZDF agreed to provide the PSA with a proposed offer of where we are at in bargaining. This will be presented to the PSA members for discussion and feedback at meetings to be held around the country in the week beginning 21 October 2024. Wherever possible, please enable these meeting to occur at a local and regional level and allow your staff who are members to attend.

In the interim, the current strike action remains, and I will keep you posted on this action and further bargaining. In the meantime, the NZDF will continue to bargain in good faith and work with the PSA.

A reminder that if you have identified any risks associated with industrial action within your team that have workload or health and safety impacts, please share this information with your one-up manager.

Any specific questions on industrial action should be directed to your local HR Advisor.

Thank you for your ongoing efforts, including the managing of specific impacts of the industrial action.

Nga manaakitanga,

Jacinda Funnell

Chief People Officer HQNZDF, People Capability Portfolio - HQNZDF

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From: Office of the Chief People Officer
Sent: Wednesday, 18 September 2024 8:46 am
To: NZDFCommanders_Managers
Subject: PSA industrial action - guidance for commanders and managers of PSA members
Attachments: Supporting Info Comds-Mgrs - Industrial Action (18-9).pdf

Kia ora koutou,

As you would have seen in my earlier message, the NZDF has received notice of industrial action from the Public Service Association (PSA).

As a people leader of a PSA member, there are some things you need to know when industrial action takes place.

Your role as a people leader of a PSA member

A 'supporting information document' (attached) has been created that includes:

- background and explanation on the industrial action process and potential actions of PSA members;
- your responsibilities and required actions; and
- frequently asked questions.

I encourage you to read and understand this document to ensure you are prepared for when this form of industrial action takes place. Updated guidance will be provided should the type of industrial action escalate.

At this stage, I ask that you identify the potential impacts associated with your direct reports' (who are PSA members) participation in this industrial action. If you identify any impacts that could jeopardise a key military output, stop an activity or function, or could result in a risk to health and safety, please let your one-up commander or manager and local HR Advisor know as soon as possible.

If you are unsure which of your direct reports are PSA members, please ask your local HR Advisor.

It is important that you are mindful and considerate when communicating with employees throughout this time. You should refrain from making any comments around the validity of any industrial action and union membership. You should also remember that PSA members in our organisation are legally able to take part in such action and are valued members of our Defence Force.

If you have any questions, or are unsure what you can and can't say, please speak with your local HR Advisor.

Ngā mihi,

Colonel Jason Dyhrberg, DSD (he, him)
Acting Chief People Officer

Headquarters, New Zealand Defence Force

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SUPPORTING INFORMATION



For Commanders/Managers

IN RESPONSE TO INDUSTRIAL ACTION

Introduction

NZDF's intention in bargaining is to work constructively and positively with unions to negotiate Collective Agreements (CAs). However, should we not be able to resolve all of our interests, unions have a legal recourse to take industrial action.

This document explains what industrial action is and the actions which could be taken by employees, and what steps the NZDF may take if that occurs.

Background

The current CA between the NZDF and the Public Service Association (PSA) expired on 27 June 2024. The PSA represents about one third of the civilian workforce i.e 979 PSA members (of 3,313).

The parties have been in bargaining for a new CA since 18 June 2024. On 10 July 2024, the NZDF outlined its difficult financial position and disclosed that there is no funding to meet the majority of the unions claims that have a remunerative impact, including base salary increases and the annual remuneration review.

Bargaining concluded on 12 July 2024 with the parties respecting each other's position. The parties made good progress on those claims of a non-remunerative nature. However, given the significant gap between the unions claims and the NZDF's financial circumstances the bargaining is at an impasse. The PSA have balloted members on whether to take strike action in order to pressure the NZDF to make available funding for remuneration increases and other remunerative outcomes.

Notice of Industrial Action

The Public Service Association (PSA) has given notice of continuous **industrial action across all NZDF locations, excluding Kauri Point from 0900, Wednesday 18 September – 1700, Thursday 31 October 2024** in support of the PSA's bargaining for a new collective agreement, which includes increases to pay and other terms and conditions which include a cost to NZDF.

Separately, the PSA has given NZDF 14 days' notice of **industrial action occurring at Kauri Point which will commence at 0900, Wednesday 2 October – 1700, Thursday 31 October 2024**.

In both cases, the industrial action will take the form of NZDF staff who are PSA members:

- **Working to rule** – which means working to the standard hours stipulated in the PSA Collective Employment Agreement (which may vary for particular roles) and taking all rest and meal breaks.
- **Not working overtime** - which means a ban on performing work in addition to contractual hours of work.
- **Refusing to be on call** – which will be specific to how it applies to a staff member's terms and conditions.

The notice covers employee's who are covered by the current NZDF-PSA Collective Agreements.

Frequently Asked Questions are provided in [Appendix A](#) and guidance on preparations and planning in response to the strike notice is provided at [Appendix B](#).

NZDF's Responsibilities

If employees strike the NZDF must:

- ensure that plans are in place to minimise the disruption of the delivery of NZDF services and functions;
- keep relevant stakeholders informed on plans to maintain services;
- ensure that commanders and managers know what actions they need to take and the processes they need to follow; and
- comply with the applicable legislative requirements such as those in relation to strikes and lockouts and duty of good faith.

Employing authority

Commanders and managers must be mindful that CDF is the employing authority for members of the Civil Staff. Any actions taken with regards to employees at any time and more particularly regarding PSA members during strike action, must be in consideration of the potential for negative impact to NZDF. Please check with your local HR Advisor, before acting if there is any doubt or concern.

It is important to remember that employees who are covered by an expired CA have the legal right to strike in support of bargaining for a new CA.

NZDF contingency planning

Commanders and managers are required to plan and prepare in response to the notified strike action to ensure that NZDF services are able to be maintained. Commanders and managers will need to follow specific processes to ensure that NZDF responds appropriately and that any action taken is consistent with the Employment Relations Act 2000.

Local HR Advisors will provide commanders and managers with a list of PSA members in their work area to allow for planning should those employees withdraw labour.

Each business group is expected to assess the likely action that will occur and to assess the impact on business operations. Some considerations are:

- How many employees are likely to strike?
- How much notice will users of NZDF services need and expect?
- Who can provide alternative services?
- How will employees or service users be kept informed?
- What effect will a strike have on non-striking employees?

Appendix B has further information.

During a strike

Employees who are not covered by the strike notice are required to attend to their duties as normal.

Employees not wishing to strike are required to attend the workplace as usual.

You must not engage with employees as to their opinion of the strike, or discuss your own personal views of the strike with employees.

Appendix A - Frequently Asked Questions

Frequently Asked Questions

What is a strike?

The definition of strike is broad. It is defined as:

- the act of a number of employees who are or have been in the employment of the same employer or of different employers-
 - in discontinuing that employment; whether wholly or partially, or in reducing the normal performance of it; or
 - in refusing or failing after any such discontinuance to resume or return to their employment; or
 - in breaking their employment agreements; or
 - in refusing or failing to accept engagement for work in which they are usually employed; or
 - in reducing their normal output or their normal rate of work; and
- is due to a combination, agreement, common understanding, or concerted action, whether express or, as the case requires, implied, made or entered into by the employees.

Consequently “strike” means more than a full withdrawal of labour; it can also include other forms of industrial action such as working to rule (for example taking 10 minute breaks every hour); wildcat (un-notified) strikes; or lightning strikes – providing short notice of the strike (e.g. 30 minutes); or partial strikes where labour is withdrawn for two or three hours.

The PSA has notified the NZDF that the industrial action will take the form of:

- **Working to rule** – which means working to the standard hours stipulated in the PSA Collective Employment Agreement (which may vary for particular roles) and taking all rest and meal breaks.
 - **Not working overtime** - which means a ban on performing work in addition to contractual hours of work.
- Refusing to be on call** – which will be specific to how it applies to a staff member’s terms and conditions.

Who can strike?

The only employees who can lawfully strike in relation to the 2023 NZDF-PSA CA are: PSA members employed by the NZDF on a permanent or fixed term basis on Part AB or Part AC of the CA. The Act permits these PSA members to strike in support of a new CA.

Who cannot strike?

Employees who **cannot strike** are:

- those who are not covered by the 2023 NZDF-PSA CA
- Members of other Unions that do not have an expired CA with NZDF
- Civil staff covered by an Individual Employment Agreement including

How will we know who is on strike?

The NZDF will rely on the Notice of Strike provided by the PSA.

Notice of Strike and what does it involve?

A strike by employees is not lawful under Section 86A of the Act unless NZDF and the Chief Executive MBIE are provided written notice before the commencement of the proposed strike.

How will I know who is a union member and who isn't?

Local HR Advisors will hold a list of union members for each team/region. Employees are able to join the union at any point in time so it is important that if industrial action is taken that you confirm with individuals at the time.

Alternative arrangements to accommodate work that needs to be completed**Who can I ask to cover the work done by a striking employee?**

You cannot employ people (including on a casual, fixed term basis) to perform the work normally undertaken by a striking employee. You can request non-union members (e.g. ask for volunteers) and they can agree to perform the work, however you cannot require them to perform the work of striking employees.

Work that is identified as critical which is assessed as requiring cover during strike, on the grounds of health or safety reasons, will be determined at Command level - discuss this with your local HR Advisor.

The use of members of the Armed Forces to cover critical risk areas or roles on the grounds of health or safety, is subject to NZDF receiving Ministerial authority to do so.

Leave arrangements**If a union member has already applied for leave during the strike, do they still get paid for the leave?**

Yes. The commander/manager should ensure leave is taken and deducted from the employee's leave balance.

What should I do if a union member applies for annual leave during the strike?

Given the form of strike being taken, leave should be approved in accordance with ordinary processes. Discuss with your local HR Advisor if there are any concerns.

What should I do if a union member says they are sick during the strike?

Follow the ordinary process for confirming illness as contained in the CA.

Other potential issues that may occur during a strike**Overtime**

The strike notice specifies a ban on PSA members working overtime. Consequently, consideration of other alternatives must be considered to address overtime needs.

Standby and On Call

The strike notice specifies a ban on PSA members to be available for on-call work. Commanders/managers will need to address on-call requirements relevant to the needs of the workplace. Please note the exception to this is duties in life preserving/endangered situations.

For clarity, the PSA has advised that the members are not refusing to be on call; they are simply refusing to undertake a callout/call back (return to the camp/site to undertake the work associated with the call out). The members will still answer the phones and ascertain what the issue is but they will not return to the worksite. The respective issue will be addressed the following day. Contact your Local HR Advisor for advice.

Support Services

What support services are available?

Any strike action may be a stressful time for employees, which could lead to conflict or tension. Being proactive in identifying and addressing any issues at an early stage is encouraged.

Support may include:

- Ensuring employees have adequate breaks.
- Remind employees of EAP – 0800 693 348.
- [Wellbeing Support Links](#) s. 9(2)(k)
- Seeking advice from commander/manager

Contact your local HR Advisor for advice.

Appendix B – Industrial Action Check List

RESOURCES	Complete (Y/N)
The number of employees who will be taking strike action have been identified.	
The number of employees covered by other employment agreements and not part of the strike action who will be working as per normal but may with agreement redeploy their resource to an area needed have been identified.	
As a result of identifying the above resources, we know what services and functions will be impacted.	
Risk to business continuity should these services or functions not be provided have been identified.	
Resources that are able to cover these services and functions during a strike have been identified.	
Additional resources that will be required have been identified and we have communicated this to Command.	
Any health and safety issues (if at all) with a reduction in employee numbers in workplaces i.e. remaining employees working in isolation have been identified.	
SERVICES AND FUNCTIONS	Complete (Y/N)
Services and functions that can be postponed or delayed until after the strike have been identified.	
Services and functions that must continue during strike action have been identified.	
Skill gaps that will be required to be filled to enable business continuity and reduce risk have been identified.	
Any IT/communication systems that need to be accessed or may be required have been identified.	
STAKEHOLDERS	Complete (Y/N)
Key stakeholders have been identified and we have coordinated how they will be communicated with.	

From: Office of the Chief People Officer
Sent: Tuesday, 19 November 2024 1:30 pm
To: @NZDF.ALL
Subject: PSA industrial action - reminder that industrial action begins in Kauri Point tomorrow

Kia ora koutou

This is a reminder that PSA industrial action will start in Kauri Point from **0900 Wednesday 20 November 2024 until 1700 Friday 31 January 2025**. Industrial action for all our other camps and bases will continue until **1700 Friday 31 January 2025**.

Just like our other camps and bases, the industrial action in Kauri Point will take the form of NZDF staff who are PSA members:

- **Working to rule** – which means working to the standard hours stipulated in the PSA Collective Employment Agreement (which may vary for particular roles) and taking all rest and meal breaks.
- **Not working overtime** - which means a ban on performing work in addition to contractual hours of work.
- **Refusing call-back work** – which will be specific to how it applies to a staff member's terms and conditions.
- **Refusing to work under specified conditions** – working at height, working when earmuffs are required, and working in confined spaces where breathing apparatus is required.
- **Refusing to work offsite** – working at a location that is not the usual place of work.
- **Going-slow** – reduction in work output.
- **Defence Security Guard Force and NZDF Airfield Fire Fighters** also taking rest and meal breaks at the same time.

A reminder of the important things you need to know

- All NZDF PSA members who are under the collective agreement are legally allowed to participate in this industrial action.
- For managers of PSA members, please continue to identify any risks to your team, associated with these forms of industrial action through your chain of command. You do not need to action anything further than that.
- The command group will continue to monitor the impacts of this industrial action and contingency plans will be put in place to ensure both core outputs and day-to-day work are not heavily impacted throughout this time.
- The NZDF will continue to bargain in good faith with the PSA.

As this industrial action progresses, I ask that you continue to be mindful and considerate when communicating with others on this matter. You should refrain from making any comments around the validity of any industrial action and union membership.

I will continue to update you about this industrial action should any new updates be required. If you have any immediate concerns or questions, please direct them to your local HR Advisor. If you don't know who this is, please email [S. 9\(2\)\(k\)](#)

Nga manaakitanga,
Jacinda Funnell

www.nzdf.mil.nz



From: Office of the Chief People Officer
Sent: Tuesday, 26 November 2024 3:09 pm
To: @NZDF.ALL
Subject: PSA industrial action update - the use of members of the armed forces during industrial action

Kia ora koutou

I understand some of you have questions about the use of members of the armed forces during the current industrial action. I thought it would be helpful to explain what we have done, why we have done this, and the legal basis for this.

Under s.97(3) of the Employment Relations Act, an employer has the right to employ or engage other persons specifically to deal with safety or health matters arising from industrial action. Before NZDF can utilise members of the armed forces, Ministerial authorisation is required under section 9 (2) of the Defence Act.

The Minister can also authorise members of the armed forces to perform a public service under s. 5(f) of the Defence Act.

Following a formal request from CDF, the Minister of Defence authorised the following:

- The use of armed forces to cover duties undertaken by the Defence Security Guard Force and NZDF Airfield Fire Fighters. This includes but is not limited to members of the armed forces being used to undertake security guard services to cover breaks of security guards who are PSA members, as they take industrial action in the form of taking rest and meal breaks at the same time. This was done specifically to address safety issues, given that weapons and munitions are stored in all camps and bases. While authority was also sought for members of the armed forces to be used to provide security at Defence House and Pipitea House, for reasons of national security, under s. 5(f) of the Defence Act, it is considered that there is also a safety requirement.
- The use of qualified members of the armed forces located at RNZAF Base Auckland to be used to supplement the combined military/civilian Aircraft Rescue Fire Fighting Service. This is because the industrial action includes not working at heights (i.e. when feet are off the ground) and not wearing oxygen masks when working in confined spaces.
- In addition to members of the armed forces providing security guard services at Kauri Point, members of the armed forces are undertaking weapons preparation work for an upcoming deployment of HMNZS Te Kaha. This is for safety and health reasons, as once work commences on a weapon it must continue until the work is complete and this necessarily involves working overtime, which is also covered by the industrial action.
- At RNZAF Base Auckland: A SH-2G(I) helicopter is to deploy on HMNZS Te Kaha. In order to carry out its functions in defending HMNZS Te Kaha and its crew it must have situational awareness systems prepared which involves using a system which is noisy and requires use of ear protection (also covered by the industrial action). This work is required to satisfy a national security requirement and is authorised under s. 5(f) of the Defence Act, but it is also to meet a safety and health requirement.

In relation to PSA industrial action, our members of the armed forces are not being utilised for anything outside of what has been stated above. The authorisation initially lasted 14 days from when it was signed by the Minister, however it has now been extended to 14 February 2024 by a resolution of Parliament.

Why we needed to do this

Due to the nature of NZDF's work, it was important that we could still cover critical risk areas and roles throughout the time this industrial action takes place. The safety or health of the public, our people, protecting national security and maintaining emergency management requirements was the main consideration when deciding whether we needed to use our armed forces during this time.

I will continue to update you about this industrial action should any new updates be required. If you have any immediate concerns or questions relating to industrial action, please direct them to your local HR Advisor. If you don't know who this is, please email [S. 9\(2\)\(k\)](#)

We remain focused on bargaining in good faith with the PSA and our next meeting with them is on Wednesday 27 November for mediation.

Nga mihi,

Jacinda Funnell

Chief People Officer HQNZDF, People Capability Portfolio - HQNZDF
Te Ope Kātua o Aotearoa | New Zealand Defence Force
www.nzdf.mil.nz



From: Office of the Chief People Officer
Sent: Friday, 6 December 2024 11:52 am
To: @NZDF.ALL
Subject: PSA industrial action update - additional industrial action starting on Monday 9 December

Kia ora koutou

In addition to the current industrial action, the PSA has given notice of additional strike action across all NZDF locations, excluding Kauri Point from **0900 Monday 9 December until 1700 Friday 31 January 2025**.

Separately, the PSA has given NZDF 14 days notice of this form of industrial action occurring at Kauri Point which will commence at **0900 Monday 16 December 2024 until 1700 Friday 31 January 2025**. This is due to the PSA identifying Kauri Point as an essential service.

In both cases, the new form of industrial action will take the form of NZDF staff who are PSA members putting a **ban on providing training to others about how to perform their work**.

This means the industrial action in totality is:

- **Working to rule** – which means working to the standard hours stipulated in the PSA Collective Employment Agreement (which may vary for particular roles) and taking all rest and meal breaks.
- **Not working overtime** – which means a ban on performing work in addition to contractual hours of work.
- **Refusing call-back work** – which will be specific to how it applies to a staff member's terms and conditions.
- **Refusing to work under specified conditions** – working at height, working when earmuffs are required, and working in confined spaces where breathing apparatus is required.
- **Refusing to work offsite** – working at a location that is not the usual place of work.
- **Going-slow** – reduction in work output.
- **Defence Security Guard Force and NZDF Airfield Fire Fighters** taking rest and meal breaks at the same time.
- **A ban on providing training to others performing PSA members work** – from 9 December for all NZDF bases (excluding Kauri Point) and from 16 December for Kauri Point.

A reminder of the important things you need to know

- All NZDF PSA members who are under the collective agreement are legally allowed to participate in this industrial action.
- Managers of PSA members will receive further guidance early next week. Please continue to identify any risks to your team, associated with these forms of industrial action through your chain of command. At this stage, you do not need to action anything further than that.
- The command group will continue to monitor the impacts of this industrial action and contingency plans will be put in place to ensure both core outputs and day-to-day work are not heavily impacted throughout this time.
- The NZDF will continue to bargain in good faith with the PSA.

As this industrial action continues, I ask that you continue to be mindful and considerate when communicating with others on this matter. You should refrain from making any comments around the validity of any industrial action and union membership.

Thank you for your on-going efforts as we head into the holiday season, including the managing of the specific impacts of the industrial action.

I will continue to update you when required. If you have any immediate concerns or questions, please direct them to your local HR Advisor. If you don't know who this is, please email **s. 9(2)(k)**

Nga manaakitanga,

Jacinda Funnell

Chief People Officer HQNZDF, People Capability Portfolio - HQNZDF

Te Ope Kātua o Aotearoa | New Zealand Defence Force

www.nzdf.mil.nz



From: Office of the Chief People Officer
Sent: Monday, 9 December 2024 8:16 am
To: NZDFCommanders_Managers
Subject: PSA industrial action – updated guidance for managers of PSA members
Attachments: Updated guidance and FAQs for managers of PSA members.pdf

Kia ora koutou

Thank you for your patience as the command group worked to create supporting information for you on the recent PSA industrial action notice. The additional notice of strike action states that there is a ban on PSA members providing training to others performing their work.

Please find supporting information and update guidance attached, which includes:

- The forms of industrial action taking place;
- Your responsibilities as a manager of a PSA member;
- FAQs;
- Decision making guidance; and
- How to respond in different scenarios.

Your role remains the same

As a manager of a PSA member, you continue to play a key role as this industrial action takes place. By identifying the risks and impacts this new level of industrial action will have on your teams, and raising it through your chain of command, you will help identify where contingency plans are needed.

A reminder that you do not need to action anything further than that. Any decisions concerning NZDF's response to industrial action, will be made by CDF. The attached guidance provides more support to help you throughout this time.

It is important that you raise any urgent concerns through your chain of command and all questions through your local HR advisor. If you don't know who this, please email [s. 9\(2\)\(k\)](#)

Throughout this time, I ask that you continue to be mindful and considerate when communicating with others on this matter. PSA members in our organisation are legally entitled to strike in support of bargaining for a new collective agreement and you should refrain from making any comments around the validity of any industrial action and union membership.

Thank you for your on-going efforts, including the managing of the specific impacts of the industrial action.

If you know someone who should be receiving these updates and isn't, please send their details to [s. 9\(2\)\(k\)](#) and they will be added to this distribution list.

I will continue to update you as this industrial action progresses.

Nga manaakitanga,

Jacinda Funnell

Chief People Officer HQNZDF, People Capability Portfolio – HQNZDF
Te Ope Kātua o Aotearoa | New Zealand Defence Force

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SUPPORTING INFORMATION



For Commanders/Managers

IN RESPONSE TO ADDITIONAL INDUSTRIAL ACTION

Notice of Industrial Action

As communicated by CPO last Friday, in addition to the current industrial action, the PSA has given notice of additional strike action across all NZDF locations, excluding Kauri Point from **0900 Monday 9 December until 1700 Friday 31 January 2025**.

Separately, the PSA has given NZDF 14 days' notice of this form of industrial action occurring at Kauri Point which will commence at **0900 Monday 16 December 2024 until 1700 Friday 31 January 2025**. This is due to the PSA identifying Kauri Point as an essential service.

In both cases, the new form of industrial action will take the form of NZDF staff who are PSA members putting a **ban on providing training to others about how to perform their work**.

The notices cover employees who are covered by the current NZDF-PSA Collective Agreements.

Type of Industrial Action

This means the industrial action in totality is:

- **Working to rule** – which means working to the standard hours stipulated in the PSA Collective Employment Agreement (which may vary for particular roles) and taking all rest and meal breaks.
- **Not working overtime** - which means a ban on performing work in addition to contractual hours of work.
- **Refusing call-back work** – which will be specific to how it applies to a staff member's terms and conditions.
- **Refusing to work under specified conditions** – working at height, working when earmuffs are required, and working in confined spaces where breathing apparatus is required.
- **Refusing to work offsite** – working at a location that is not the usual place of work.
- **Going-slow** – reduction in work output.
- **Defence Security Guard Force and NZDF Airfield Fire Fighters** taking rest and meal breaks at the same time.
- **NEW A ban on providing training to others performing PSA members work**

Please note, that the PSA has advised, and given assurance, that there will be exceptions to these forms of industrial action in the event of life preserving/endangered situations.

Commander and Manager Responsibilities

We need to act in good faith which means not misleading or deceiving, being responsive and communicative, and being fair with our people.

- Be informed by our NZDF values and be mindful and considerate of each other when having discussions around this (Courage, Commitment, Comradeship and Integrity).
- Do not engage with employees as to their **opinion** of the strike, or discuss your own **personal** views of the strike with employees.
- Be mindful that CDF is the employing authority for members of the Civil Staff. Any actions taken with regards to employees at any time and more particularly regarding PSA members during strike action, must be in consideration of the potential for negative impact to NZDF. Please check with your local HR Advisor (HRA), before acting if there is any doubt or concern.

UPDATED Frequently Asked Questions are provided at **Appendix A**

NEW Decision-making guidance for managers is provided at **Appendix B**

NEW Specific scenario guidance is provided at **Appendix C**

Appendix A - Frequently Asked Questions

General**Who can strike?**

Employees who are covered by an expired CA have the legal right to strike in support of bargaining for a new CA.

The only employees who can lawfully strike in relation to the expired 2023 NZDF-PSA Parts AB and AC CA are authorised members of the PSA who fall within the coverage clause of the CA. The Act permits these PSA members to strike in support of a new CA.

Who cannot strike?

Employees who **cannot strike** are:

- those who are not covered by the expired 2023 NZDF-PSA CA
- Members of other Unions that do not have an expired CA with NZDF
- Civil staff covered by an Individual Employment Agreement
- Civil staff covered by the terms and conditions of the 2023 NZDF-PSA CA but not an authorised member of the PSA (ie. has not joined the PSA)

Who can I ask to cover the work done by a striking employee?

You cannot employ people (including on a casual, fixed term basis) or engage any person (as an independent contractor) to perform the work normally undertaken by a striking employee.

You can request non-union members (e.g. ask for volunteers (employed)) and they can agree to perform the work; however, you **cannot** require them to perform the work of striking employees.

Members of the Armed Forces can perform the work **as long as** it would ordinarily be part of their normal duties. This is particularly relevant in areas that have a blended military and civilian workforce.

Use of members of the Armed Forces (not already performing the work normally as part of their duties) to cover critical risk areas or roles on the grounds of health or safety, protecting national security requirements and emergency management services is subject to NZDF receiving Ministerial authority. The Minister of Defence has authorised the use of Armed Forces to cover duties undertaken by the Defence Security Guard Force and NZDF Airfield Fire Fighters.

Leave Management**If a union member has already applied for leave during the strike, do they still get paid for the leave?**

Yes. The commander/manager should ensure leave is taken and deducted from the employee's leave balance.

What should I do if a union member applies for annual leave during the strike?

Given the form of strike being taken, leave should be approved in accordance with ordinary processes. Discuss with your local HRA if there are any concerns.

What should I do if a union member says they are sick during the strike?

Follow the standard sick leave process as contained in the member's CA.

Types of Strike Action**What does 'work to rule' mean?**

This is the same form of industrial action that was taken by PSA members between 18 Sep - 31 Oct 24 across all Defence Areas (other than Kauri Point), and between 02 - 31 Oct 24 at Kauri Point.

It means that PSA members will work their standard hours of work (e.g 8am to 5pm and rostered shift patterns for shift workers) and take rest and meal breaks. This should be managed as one would normally, as long as PSA members are meeting their contractual requirements and do not breach any health and safety regulations/requirements.

Any queries relating to this form of strike action need to be discussed on a case by case basis through your respective HRA.

A ban on performing work in addition to standard hours of work i.e no overtime.

This is the same form of industrial action that was taken by PSA members between 18 Sep - 31 Oct 24 across all Defence Areas (other than Kauri Point), and between 02 - 31 Oct 24 at Kauri Point.

Managers need to consider alternatives to address overtime needs and operational requirements. Please refer to the earlier FAQ regarding who can cover the work done by a striking employee. Any queries relating to this form of strike action need to be discussed on a case by case basis through your respective HRA.

A ban on performing work in addition to standard hours of work i.e no call-back work (unless life preserving).

This is the same form of industrial action that was taken by PSA members between 18 Sep - 31 Oct 24 across all Defence Areas (other than Kauri Point), and between 02 - 31 Oct 24 at Kauri Point.

The PSA previously advised that their members are refusing to undertake a callout/call-back (return to the camp/site to undertake the work associated with the call out). For example, the members will still answer the phones and ascertain what the issue is, but they will not return to the worksite if the issue requires immediate attention. The respective issue will be addressed the following day.

There is an exception to the call-back ban in the event of a life preserving situation.

Commanders/managers will need to address call-back requirements relevant to the needs of the workplace. Any queries relating to this form of strike action need to be discussed on a case by case basis through your respective HRA.

A ban on performing work offsite (i.e at a location that is not your usual place of work).

“Offsite” is any place outside of the location/place of work recorded in the employee’s Position Description.

If there is a requirement to travel or work offsite (from normal place of work) and this is stipulated within a member’s Position Description, employment agreement, offer letter or employment agreement variation, then this should continue as usual.

If a member has a formalised arrangement to work remote from their normal workplace, the remote work location is to be considered as the member’s normal place of work. Consequently, members will continue to work in accordance with their formal arrangement.

Managers need to consider alternatives to address operational requirements. This could mean seeing if other employees within the work area are prepared to volunteer to perform duties of a striking employee, unless a safety or health issue is identified. Other options to be explored include virtual meetings or rescheduling meetings.

A reduction in work output in the form of a go-slow.

This typically means employees intentionally slow down the pace of work therefore reducing performance, productivity without actually stopping work entirely. Work may need to be reassessed, re-prioritised and re-scheduled.

A ‘go-slow’ is very subjective to the duties of any role. The PSA has provided example guidance to its members as follows: “take time to read the DFO or SOP etc. every time you get the task and then triple check for accuracy”.

If required, you could see if other employees within the work area are prepared to volunteer to perform duties of a striking employee, unless a safety or health issue is identified. Any queries relating to this form of strike action need to be discussed on a case by case basis through your respective HRA.

A ban has been issued on working at heights, wearing earmuffs and working in a confined space where a breathing apparatus is required.

The NZDF understands the following definitions to be in accordance with guidance provided by the PSA to its members:

- Working at heights – where a person can fall from one level to a lower level, it can be above or below ground and there is no minimum height or time at that level e.g. needing to take one step on a step ladder.
- Earmuffs - personal protective equipment such as ear defenders.

There may be health and safety concerns associated with this strike action and an operational impact assessment will have to be made to see if work can still be conducted safely. If you have any concerns around this, please connect with your HRA and inform your command chain.

Security Guards and Airfield Fire Fighters taking rest and meal breaks at the same time.

The Minister of Defence authorised the engagement of members of the Armed Forces to perform the work of Security Guards across all Defence Areas, and Firefighters at RNZAF Base Auckland. OP ASSIST has been enacted with HQJFNZ coordinating this coverage.

NEW A ban on providing training to others performing PSA members work

PSA members will not provide training to other staff who undertake their work. This refers to civilian non-union members who volunteer to perform the work of striking members, and to members of the armed forces who are performing the work of striking members under the Defence Act s9 authorisations given on 5 November 2024, 11 November 2024 and 18 November 2024.

Plans are in place to ensure appropriate training can be provided to those performing the work of striking members of essential security guard services.

Where training requirements are identified for other critical services not covered by standard operating procedures/tactics techniques and procedures, command will be required to identify the issue and solutions with necessary controls put in place, or raise the matter with the respective command chain immediately.

Support Services

What support services are available?

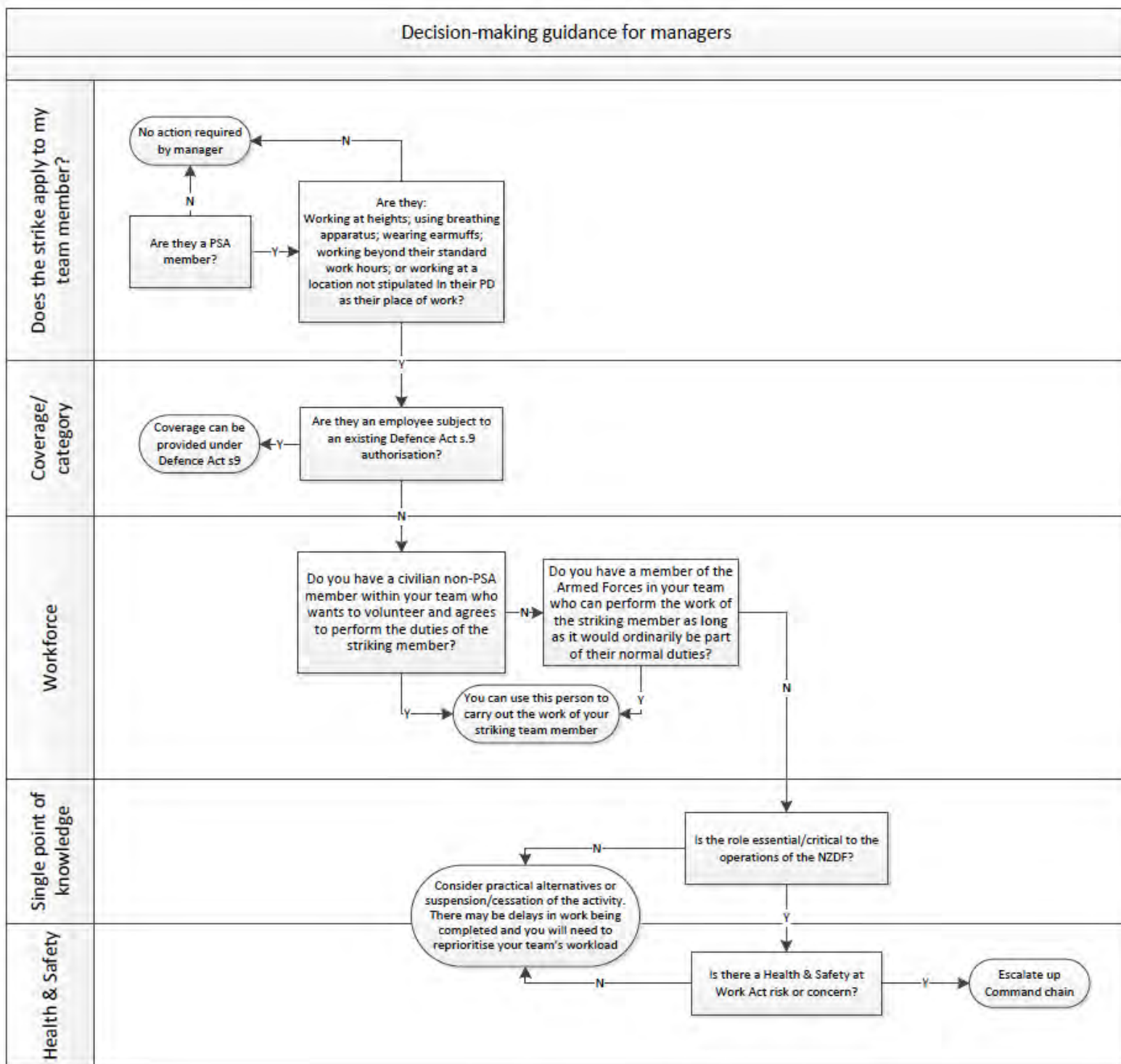
Any strike action may be a stressful time for employees, which could lead to conflict or tension. Being proactive in identifying and addressing any issues at an early stage is encouraged.

Support may include:

- Ensuring employees have adequate breaks.
- Remind employees of EAP – 0800 693 348.
- [Wellbeing Support Links](#) s. 9(2)(k)
- Seeking advice from commander/manager

If you have any further questions, please contact your local HRA for advice.

If you are unsure who your local HRA is, please contact s. 9(2)(k)

NEW Appendix B – Decision-making guidance for managers

NEW Appendix C – Responding to specific scenarios

Scenarios	Responses to consider
<p>The PSA member has specifically requested or volunteered to undertake overtime work.</p>	<p>Advise the PSA member of the following:</p> <ul style="list-style-type: none"> • acknowledge the current strike notice and their right to strike as a PSA member; • that the choice to proceed is up to them; and • that they can discuss the matter with the PSA directly if they have any questions. <p>Follow up for manager: Advise the local HRA for the purposes of general feedback to the PSA.</p>
<p>The PSA member may or may not be aware of the strike notices and is otherwise not complying, such as:</p> <ul style="list-style-type: none"> • working at heights; • working outside or beyond their standard work hours; • using breathing apparatus; • wearing earmuffs; • working at a location that is not their usual place of work; • working as a security guard or Airfield Fire Fighter and outside their standard hours of work or taking rostered breaks; or • training staff to undertake their work 	<p>Acknowledge their right to strike/status as a PSA member and inform them that the choice is theirs to undertake the action. However, if they have any questions or require clarification regarding the strike notices then they can contact the PSA.</p> <p>Example response:</p> <p><i>"I understand that you want to do [action], but I also understand that you are on strike. It is your decision to do [action] and if you have questions or require clarification, please contact the PSA."</i></p> <p>Follow up for manager: Advise the local HRA for the purposes of general feedback to the PSA.</p>
<p>The PSA member understands that strike action is occurring however is refusing to comply with a strike notice.</p>	<p>Advise them that the choice is theirs to undertake the action and that their concerns about the strike notice should be raised directly with the PSA.</p> <p>Example response:</p> <p><i>"It is your decision to do [action] however any concerns you have will need to be directed to the PSA."</i></p> <p>Follow up for manager: advise the local HRA for the purposes of general feedback to the PSA.</p>

From: Office of the Chief People Officer
Sent: Thursday, 30 January 2025 3:06 pm
To: @NZDF.ALL
Subject: PSA industrial action and bargaining update

Kia ora koutou

I want to update you on industrial action and the current state of bargaining with the Public Service Association (PSA).

The current Collective Agreement (CA) between NZDF and the PSA expired on 27 June 2024 and the parties have met on six separate occasions (including mediation with an MBIE mediator on two occasions and facilitation through the Employment Relations Authority) to bargain for a new CA.

With industrial action, national security implications, and the need to ensure we can continue to operate and deliver on what is expected of us, it was important that we worked with the PSA in good faith to find a solution.

Following multiple rounds of mediation, and a facilitation process in mid-January, I am pleased to let you know that we are very close to agreeing Terms of Settlement with the PSA.

Next steps – PSA to propose offer to its members to vote on

After an agreed Terms of Settlement is signed between the PSA and NZDF, PSA will be running meetings with its members to discuss the offer and give its members the opportunity to vote on it.

As this is on-going, I will provide a further update to inform you on the outcome.

Any further industrial action is on hold from 5:00pm 31 January 2025

Industrial action taken by the PSA and its NZDF members was due to end on 31 January 2025. The PSA and NZDF have agreed that while the offer is being presented and voted on by PSA members, industrial action will be paused.

From 5:00pm 31 January 2025, we will return to business as usual. I will continue to keep you updated as this process progresses.

Thank you all for your continued efforts.

Nga manaakitanga,

Jacinda Funnell

Chief People Officer HQNZDF, People Capability Portfolio – HQNZDF
Te Ope Kātua o Aotearoa | New Zealand Defence Force

www.nzdf.mil.nz



From: Office of the Chief People Officer
Sent: Tuesday, 11 February 2025 2:02 pm
To: NZDF.ALL@nzdf.mil.nz
Subject: PSA bargaining update

Kia ora koutou

Following multiple rounds of mediation, and a facilitation process in mid-January, I am pleased to let you know that we have now agreed on Terms of Settlement with the Public Service Association (PSA). They include elements which affect union and non-union members of our civil staff.

The PSA will now run members meetings to discuss the Terms of Settlement and give members the opportunity to vote on it. This ratification process takes around two weeks, and I will provide a further update to inform you on the outcome.

Overview of the Terms of Settlement

Whether you are a union member or not, it is important that you know what is being voted on. It was important to both us and the PSA that this Terms of Settlement was fair and reasonable, in amongst the challenging financial and security environment we operate in.

There are elements in this Terms of Settlement that are specific to union members (including DSA and NUPE), specific trades, as well as the wider civilian workforce.

This includes:

- A base salary increases of \$1,000 (gross) to all civilian remuneration tables. This is for all union, including DSA and NUPE, and non-union members on either a permanent or fixed term Individual Employment Agreement;
- an extension of parental leave provisions incentivising employees to return to work for the majority of civil staff;
- a one-off payment for union members;
- a wellbeing payment for union members; and
- a technical trade allowance for eligible civilian staff.

As this is undergoing a ratification process, I will provide further detail regarding eligibility and specifics once this process is complete. In the meantime, there is no further industrial action, and we are operating at business-as-usual.

It was important that we worked together with the PSA in good faith to find a solution to settle, to ensure security implications were managed, and the NZDF could continue to operate and deliver what is expected of us.

Funding had been allocated to settle union negotiations on a new Collective Agreement as part of Budget 24, and further funding was allocated after ongoing prioritisation of our budget and Defence-wide savings initiatives.

I am pleased that we have reached this stage and thank everyone involved for getting us to this point. You can expect to hear from me again once the PSA has completed their meetings and voting process.

Nga manaakitanga,

Jacinda Funnell

Chief People Officer HQNZDF, People Capability Portfolio - HQNZDF

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