

Joanne Harrison



November 24 2008

Regarding my attached CV and the role you have advertised on Seek, I would appreciate your consideration of my application for the post.

I am a UK citizen with full residency in New Zealand and am obtaining a working visa 475 for Australia; I am currently contracting my services.

I am looking for a commercial role with a shifting environment where a focus on improving the organisation's strategic imperatives and service level is essential. I have significant experience that enables delivery of leadership from the front, setting and demonstrating the standards for innovation, integrity, trust, initiatives, dynamism and teamwork.

I encourage and motivate people to use their initiative and energies to take the business forward and embrace change.

I lead in a customer driven way, which means enhancing an organisation and culture that is committed to outstanding service delivery no matter who/what/where the customers are, building loyalty and satisfaction. Managing collectively is an essential part of success and builds long term value, I encourage a partnership approach to take responsibility and decisions together, thus developing high performance overall.

I will happily attach references and testimonies to support my application when you require them.

The brief description I have seen of the role appears to underpin everything I have written above. I would appreciate your consideration of my application; I am available for telephone interview and can fly out at anytime.

Kind Regards,

Joanne Harrison.
Chartered fcipd



-----Original Message-----

From: Joanne Harrison [redacted] Withheld under section 9(2)(a)
Sent: Tuesday, 25 November 2008 12:45 p.m.
To: Applications
Subject: SEEK: Application For Manager People and Development , Ref: 08/49, Application Source: SEEK

Username: Ministry of Transport
Advertiser: Ministry of Transport
Email Address: applications@transport.govt.nz

=====

An application has been made for the following job ad.

Title: Manager People and Development
Location: Wellington
Date Posted: 21/11/2008 1:47:00 PM
Your Reference: 08/49
Description: The Ministry plays a lead role in helping to ensure that this country has a transport system that all New Zealanders can access, use and trust.

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The details of the application are:

Application Source: SEEK

Applicant Name:
=====
Joanne Harrison

Contact:

Withheld under section 9(2)(a)

=====
[REDACTED]
=====
Cover Letter:

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Please find the cover letter as an attachment to this email.

Resume:

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Please find the resume as an attachment to this email.

End of Job Application:

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To view the ad this application refers to, visit the SEEK
web site by clicking on <http://www.seek.co.nz/showjob.asp?jobid=14472808>.

[SEEK TIP] The SEEK Interview Guide Wizard will help you ask the right questions to find the ideal hire. For more
information see <<http://www.seek.com.au/if.asp?loc=igw>>.

Thank you for using SEEK. To contact SEEK's Customer Service Centre, email <mailto:customerservice@seek.co.nz> or
call 0508 733 569 or international 61-3-9510 7200 between 9 am and 6 pm AEST.

Joanne Harrison chartered FCIPD



Profile



Key Skills and Attributes



Career Achievements

Currently contracting - International HRD Capacity, across Aus/NZ started 13/10/2008 - ongoing

Far North District Council

Kaikohe Northland NZ

June 2007 – October 2008

General Manager - People & Organisational Development

Customer Focus & Culture - 265 staff, 5 senior reports, and 26 other staff over 8 locations



Joanne Harrison Chartered fcipd



2006 – 2007 travelled to US, Australia, New Zealand with extended stays/working visas granted

HSBC Retail Banking Group

1998 – 2005

London & Nationwide UK (plus USA)

(National HR) Grouping Manager – Formerly 'Midland @ Morrisons' & 'Merrill Lynch/HSBC'

2001 – 2005 - 49000 UK staff, 24 senior reports, 288 other staff across varying locations/UK



Joanne Harrison Chartered fcipd

HSBC

Retail Banking HR/L&D Manager

1998 – 2000 - 49000 UK staff, 7 senior reports, 112 other staff across the UK
London & UK



Lloyds TSB

Financial Services

1995 – 1998

London & Northern UK

National (Retail HR) Sales/Services Manager - 28000 UK staff, 9 senior reports, 108 other staff across the UK



Prior roles within finance & business sectors

1989 – 1995 across various locations

Team Leader/Branch Manager/Area Manager

With **Bradford & Bingley Building Society** (Northern)
& **Alliance & Leicester Building Society**

Left each role to progress different developmental opportunities elsewhere

Joanne Harrison Chartered fcipd

Qualifications & Professional Memberships



Professional Development



Community & Youth Educational achievements



Thank you for your consideration.

Joanne Harrison
Chartered FCIPD

From: Joanne H [redacted]
Sent: Sunday, 13 February 2011 01:08
To: Applications
Subject: Manager Change, People & Development
Attachments: Joanne_Harrison_NZCV_2011.doc

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I write to ask for your consideration of my CV for the Manager, Change People & Development.

My experience has been pivotal in leading major change, holding responsibility for strategic HR management direction, enabling business outcomes to be achieved, maintaining a competent and capable workforce. I am an experienced relationship manager, ensuring HR initiatives are effectively managed and deployed across the business.

I hold NZ residency, live in Northland, and am currently travelling to Australia to complete an agreed contract which closes in April 2011. Travel to and from Northland is not a hurdle as I would live in Wellington throughout the week.

I believe that I could provide expertise, advice and consultancy support to the CEO and business units. My skills and capabilities are demonstrated in the outcomes that I have achieved in my previous roles.

I am available by telephone or email and can fly to Wellington at anytime.

Many thanks for your consideration.

Kind Regards,

Joanne Harrison.
[redacted]

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Summary:

NO PS
but has
L+D

Mid 40's
UK = NZ + Aus. resident
Tenure (2-3 year cycle?)
Good breadth HR / change / OD
experience (15 years +)
Strategic / Exec. thinking + experience

Joanne Harrison chartered FCIPD



Profile



Commercial Capabilities



Career History

EHS Project Management Aus.	Group HRD Manager; (flexible HRD contractor)	2010 on-going
GM Water Aus.	General Manager; Organisational Development CEO Training Services (RTO)	2008 - 2010
HSBC Bank plc. UK/US.	Grouping Manager; National & Retail Banking	1998 - 2006
Lloyds/TSB Bank plc. UK.	Grouping Manager; HR Development (Nationwide)	1995 - 1998
B&B Building Society.	Area/Branch manager roles with top 2 lenders in UK	1989 - 1995

Joanne Harrison Chartered fcipd

2010 on-going

Group HRD Manager; contracting service delivering independent strategic projects.
People & Technology responsibilities, coordinating & facilitating professional development,
Succession planning, diversity, reward & recognition programmes.

2008 – 2010

GM Water Victoria

General Manager – Organisational Development CEO Training Services (RTO)



2006 –2007 travelled to US, Australia, New Zealand with extended stays/temporary work visas granted

November 1998 – January 2006

HSBC Bank plc.

Grouping Manager – National & Retail Banking

UK (plus USA) ('Midland @ Morrison's' & 'Merrill Lynch/HSBC')



Joanne Harrison Chartered fcipd



1998 – 2000
Midland Bank plc. (Part of HSBC Group)
Group Manager - HRD
Nationwide



1995 – 1998
Lloyds TSB Financial Services
National (Retail HR) Sales/Services Manager



Prior roles within finance & business sectors
1989 – 1995 across various locations
Team Leader/Branch Manager/Area Manager
With **Bradford & Bingley Building Society** (Northern)
& **Alliance & Leicester Building Society**

Qualifications & Professional Memberships



Professional Development



Community & Youth Educational achievements



Thank you for your consideration.

Joanne Harrison

Joanne Harrison FCIPD


File note : Selection process for the position of Manager, Change, People and Development

Following advertising and contact with search agencies, 2 candidates were short listed for interview: [REDACTED] and Joanne Harrison.

The selection panel (Martin Matthews, [REDACTED] and [REDACTED]) conducted interviews on Monday 21 March.



Joanne Harrison

Joanne has extensive HR and OD experience in both permanent and consulting roles. She has worked in the UK and Australia covering the private and public sectors.

Joanne impressed with an excellent grasp of OD and change principles. She was able to provide examples of what she had done to build sustained capability in organisations. She also clearly explained her frameworks underpinning her approach to successful change leadership. Joanne also has significant coaching and mentoring experience. Her responses gave confidence to the panel that Joanne would be able to hit the ground running and build constructive relationships within MoT. Some of Joanne's responses were quite fulsome but she demonstrated a high level of drive, energy and enthusiasm.

The panel agreed that Joanne is the preferred applicant and that referee checks would focus on Joanne's ability to persuade and influence others.

Referee checks focused on:

Ability to:

- persuade and influence,
- decision making
- mentoring / coaching upwards
- come up to speed quickly and quality of working relationships with colleagues, manager and staff member



From: [redacted]
Sent: Friday, 25 March 2011 09:05
To: [redacted]
Cc: [redacted]
Subject: FW: Manager Brief times
Attachments: Joanne Harrison Expert Select.pdf

Hi [redacted] FYI – please phone [redacted] on [redacted] at 11am

[redacted] – Joanne has indicated that it would most helpful if we could confirm our decision today so [redacted] is going to get feedback on the report this morning and will report back to you.

Cheers
[redacted]

From: [redacted]
Sent: Friday, 25 March 2011 9:00 a.m.
To: [redacted]
Cc: [redacted]
Subject: RE: Manager Brief times

Thank you [redacted]

11am today is confirmed – this will be an over the phone session.

Can [redacted] please call our consultant [redacted] at 11am for this

Thank you and please find attached the report for Joanne Harrison

Kind Regards
[redacted]

Style: Balanced Measured Kind Balanced Organised Team supported not particularly innovation

improving performance
 select delete lead engage

Q: Innovative or Affectionate

>> Our next Hogan Accreditation course is in April. Have you registered? click [here](#) to find out more

This communication is confidential and may contain privileged and/or copyright material. If you are not the intended recipient you must not use, disclose copy or retain it. If you have received it in error please immediately notify me by return email, delete the emails and destroy any hard copies.

From: [redacted]
Sent: Friday, 25 March 2011 8:33 a.m.

To: [REDACTED]
Subject: FW: Manager Brief times

Hi [REDACTED]

Garath would like to take the 11am slot today – will the consultant meet him or come to our offices?

Cheers
[REDACTED]

From: [REDACTED]
Sent: Thursday, 24 March 2011 1:40 p.m.
To: [REDACTED]
Subject: Manager Brief times

Hi [REDACTED]

As per our phone call we can confirm your participant has completed the Hogan assessments

Please see the following times available for one of our consultants to provide the manager brief

Please confirm if any of these will work and who our consultant will be speaking with?

Thank you

Friday 25 March at 11am

Tuesday 29 March at 11am OR 2pm

Kind Regards

[REDACTED]

improving performance
 select leave engage

[REDACTED]

>> Our next Hogan Accreditation course is in April. Have you registered? click [here](#) to find out more

Withheld under section 9(2)(a)

[REDACTED]

From: [REDACTED]
Sent: Friday, 25 March 2011 14:45
To: [REDACTED]
Subject: FW: Can I please get Joanne's contact details from you so I can confirm the offer to her today please?

Here you go [REDACTED]

From: [REDACTED]
Sent: Friday, 25 March 2011 2:22 p.m.
To: [REDACTED]
Subject: Can I please get Joanne's contact details from you so I can confirm the offer to her today please?

[REDACTED]
Manager People and Development
Ministry of Transport – Te Manatū Waka

[REDACTED]

email = copy

[REDACTED]

Withheld under section 9(2)(a)

[REDACTED]

From: [REDACTED]
Sent: Friday, 25 March 2011 17:03
To: [REDACTED]
Subject: email address

Hello – see email address below ☺

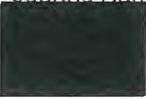
[REDACTED]



Ministry of Transport
TE MANATŪ WAKA

Withheld under section 9(2)(a)

25 March 2011

Joanne Harrison


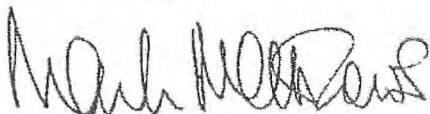
Dear Joanne

I am pleased to offer you employment with the Ministry of Transport ("the Ministry") for the position of Manager Change, People and Development. Your offer of employment is on the terms contained in attached individual employment agreement.

You are entitled to seek independent advice regarding these terms. Please respond to the offer at the soonest possible opportunity or contact the undersigned should you wish to discuss the offer.

On behalf of the Ministry, I extend to you a sincere welcome and trust that we will have a mutually rewarding relationship.

Yours sincerely



Martin Matthews
Chief Executive

www.transport.govt.nz

HEAD OFFICE: PO Box 3175, Wellington 6140, New Zealand. TEL: 04 439 9000, FAX: 04 439 9001

AUCKLAND OFFICE: The New Zealand Government - Auckland Policy Office, PO Box 106 238, Auckland City 1145, New Zealand. TEL: +64 9 905 4827, FAX: +64 9 905 4849

CHRISTCHURCH OFFICE: PO Box 3014, Christchurch 8140, New Zealand. TEL: +64 3 366 9364, FAX: +64 3 366 9317

MINISTRY OF TRANSPORT
INDIVIDUAL EMPLOYMENT AGREEMENT
(pursuant to section 65 of the Employment Relations Act 2000)

AGREEMENT dated 25 March 2011

PARTIES

MARTIN MATTHEWS, CHIEF EXECUTIVE, MINISTRY OF TRANSPORT
(referred to as "the Employer" or "the Ministry")

JOANNE HARRISON ("the Employee" or "you")

1. INTRODUCTION

1.1 This is an Individual Employment Agreement between you and the Ministry.

2. POSITION, RESPONSIBILITIES AND DUTIES

2.1 Your position with the Employer and the person to whom you will report is set out in the First Schedule.

2.2 The responsibilities of your position are set out in the Position Description in the Second Schedule of this agreement. The Employer reserves the right to make reasonable changes to your duties and to your Position Description in order to meet the requirements of the business, and you agree to reasonable flexibility in the performance of your duties.

2.3 You are required to:

- satisfactorily carry out your duties as set out in the Position Description (Second Schedule), or as advised by the Employer;
- take all reasonable steps to meet performance criteria established by the Employer from time to time;
- comply with all reasonable directions and policies of the Employer in place from time to time;
- perform all duties required by law; and
- not engage in other paid or unpaid work, or carry on, or be concerned or interested in, a business or other activity (on your own account or jointly with or on behalf of any other person, firm or company and whether directly or indirectly) which, in any way, competes with the business of, or conflicts with the interests of the Employer or any material part of it, without the written consent of the Employer.
- Comply with the Ministry's Code of Conduct and the State Sector Standards of Integrity and Conduct.

- 2.4 Without limiting these duties, you must devote the whole of your time and abilities during normal working hours and at such times as may be reasonably necessary to the proper performance of your duties.

3. PLACE OF WORK

- 3.1 The parties agree that your employment will be based at the Ministry of Transport offices in Wellington, and at any other reasonable location to which you may be directed from time to time by the Employer.

4. TERM OF EMPLOYMENT

- 4.1 The commencement date of this agreement is reflected in the First Schedule and will continue until terminated in accordance with the provisions of the agreement.

5. REMUNERATION

- 5.1 Your remuneration is set out in the First Schedule and will be paid fortnightly by direct credit to your nominated bank account.

- 5.2 The Ministry will endeavour to review your remuneration annually, at a time set by the Ministry, in accordance with the Ministry's Remuneration Policy. Any increase in remuneration is at the sole discretion of the Ministry and there is no obligation on the Ministry to increase your remuneration at this time. This remuneration is deemed to compensate you fully for all time worked and duties performed under this agreement and overtime will not be payable.

- 5.3 In the event of an overpayment of remuneration (including salary, expenses, sick leave, holiday pay) either during the term of the agreement or following its termination, the Employer may recover the amount of the overpayment by making a deduction from the Employee's salary, provided the Employee is given written notification of the recovery which specifies the amount recovered, and the reasons for the overpayment.

- 5.4 The Employer shall provide to you written advice of the gross pay and deductions made each time your gross pay is altered, or any deduction is made.

6. PERFORMANCE

- 6.1 The Ministry will endeavour to review your performance annually in accordance with its policies and procedures.

7. HIGHER DUTIES ALLOWANCE

- 7.1 The Employer may approve payment of a higher duties allowance in certain circumstances, in accordance with the Ministry's policies and procedures.

8. KIWISAVER

- 8.1 The Ministry will facilitate your involvement in KiwiSaver in accordance with the KiwiSaver Act 2006 and any other applicable legislation.

9. HOURS OF WORK

- 9.1 The usual hours of work for this position are set out in the First Schedule. However, in order to perform the job effectively you may be required to work outside these

hours. You agree to work such reasonable additional hours as are necessary to fulfil the requirements of your role with the Ministry.

10. OVERTIME

- 10.1 Employees may be required to work overtime to meet the operational requirements of the Ministry. Overtime must be pre-approved by the Employee's Manager.
- 10.2 Overtime means time worked in excess of the Employee's normal hours of work, as set out in the First Schedule.
- 10.3 Overtime hours will be paid at double time rate (T2), including higher duties and similar allowances. As an alternative to overtime, employees may agree with their manager that they will take time off in lieu (TOIL) in accordance with the Ministry's policies and procedures.
- 10.4 Employees with a total remuneration package (including Higher Duties Allowance, and based on a fulltime or pro-rated fulltime position) of \$50,000 or over, are not entitled to any payment of overtime.

11. LEAVE PROVISIONS

- 11.1 The leave provisions set out in this Agreement are inclusive of the entitlements set out in the Holidays Act 2003.

12. ANNUAL LEAVE

- 12.1 In terms of the Ministry's standard individual employment agreement you are entitled to four (4) weeks of annual leave per annum, plus three (3) Ministry holidays each year (which will normally be taken between Christmas and New Year) for each year of service you complete. Annual leave may be taken as it is accrued. Any change to this entitlement is reflected in the First Schedule.
- 12.2 You must submit a properly completed and authorised leave form for all periods of absence.
- 12.3 Your holiday pay in respect of any annual leave will be paid in the relevant fortnightly pay period during which the leave is taken.
- 12.4 If, at the end of your employment with the Employer you have taken more annual leave than you have become entitled to, the Employer may deduct from any final payments due to you, pay for the leave taken in advance.
- 12.5 Following five years completed service, you will become entitled to a further 2 days of annual leave per annum (prorated for part time employees).
- 12.6 The timing of annual leave will be determined by agreement, taking into account work requirements and the employee's personal preferences. It is expected that you will not accumulate more than two weeks annual leave in addition to your annual entitlement, at any time. In the event that the parties can not agree on when annual leave is to be taken, the Ministry can give 14 days notice of the requirement to take leave.
- 12.7 Employees may be permitted to cash up annual holidays in accordance with the Holidays Act, at the Ministry's discretion.

12.8 You may anticipate annual leave by mutual agreement with the Employer, taking into account work requirements and personal preferences.

12.9 If you become unwell or are injured during your annual leave, you may seek to have the period of annual leave re-credited as sick leave, provided you have enough sick leave to cover the absence.

13. PUBLIC HOLIDAYS

13.1 You are entitled to 11 public holidays per annum in accordance with the Holidays Act 2003, on the days specified in that Act. This means that you are entitled to a paid day's leave where one of those public holidays falls on a day which would otherwise be an ordinary working day for you. Other days may be substituted for public holidays with the agreement of both parties to this agreement.

13.2 If you are required by the Employer to work on a public holiday you will be paid one and a half times the portion of your relevant daily pay that relates to the time actually worked on the public holiday. If this public holiday would otherwise have been a working day for you, you will also receive an alternative paid holiday in respect of that day. The requirement to work on a public holiday will be agreed with your manager prior to the public holiday.

14. SICK LEAVE

14.1 You are entitled to 10 days sick leave per annum in your first two years of employment, and 15 days per annum for each subsequent year. Unused sick leave may be accumulated and carried over to a maximum of 280 days current entitlement at any time.

14.2 Unused sick leave will not be paid out upon termination of this agreement.

14.3 Sick leave may be taken when the Employee is genuinely sick or injured. The Employee may also use up to 10 days of sick leave per annum, to care for someone who depends on the Employee for care, who is sick or injured.

14.4 The provisions of this clause will be pro-rated for part time employment, to the extent that they continue to comply with the provisions of the Holidays Act 2003.

14.5 The Employee shall ensure that notice is given to the Ministry at the earliest opportunity on the first day of sick leave, and prior to the Employee's scheduled starting time.

14.6 Where the Employee has taken sick leave, the Ministry shall be entitled to require the Employee to produce proof of the sickness or injury, in accordance with the Holidays Act.

14.7 Notwithstanding the above, regardless of the genuineness or length of absence, the Ministry shall be entitled to seek a medical certificate at the Employee's expense for every period of sick leave in excess of the statutory sick leave entitlement under the Holidays Act 2003.

14.6 Where the Employee does not have sufficient sick leave to cover a period of absence, the Ministry will give genuine consideration to providing additional paid leave, along with the range of options to support the Employee returning to work.

14.9 The Ministry may choose to offer a salary top up to employees who become entitled to accident compensation, at its discretion. Alternatively, employees may use their accumulated sick leave to make up any difference in earnings whilst receiving accident compensation.

15. **BEREAVEMENT LEAVE**

15.1 The Ministry will grant bereavement leave to allow the Employee to discharge their obligations and/or pay their respects to a deceased person, with whom they had a close association, in accordance with the Holidays Act 2003, and as set out in this clause.

15.2 The Employee is entitled to three days' paid bereavement leave on the death of the Employee's spouse or partner, child, parent, sibling, grandparent, grandchild, spouse or partner's parent.

15.3 The Employee may also be provided with one day's paid bereavement leave on the death of any other person whose death the Ministry considers to have caused the Employee to suffer a bereavement. In deciding whether to grant any such bereavement leave, the Ministry shall consider:

(a) The closeness of the association between the Employee and the deceased.

Note: 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 relating to the death; and

(c) any cultural responsibilities of the Employee in relation to the death.

15.4 Any additional bereavement leave is at the Ministry's discretion. In exercising this discretion, the Ministry shall consider:

(a) The amount of time needed to discharge properly any responsibilities or obligations;

(b) That reasonable travelling time should be allowed. For cases involving overseas travel that may not be the full period of travel;

15.5 A decision must be made as quickly as possible so that the Employee is given maximum time possible to make any arrangements necessary.

15.6 If paid bereavement leave is not appropriate then annual leave or leave without pay may be granted.

15.7 If a bereavement occurs while the Employee is absent on leave, except public holidays, such leave shall be interrupted and bereavement leave granted.

15.8 The Employee will be entitled to 1 day's leave to attend an unveiling, where the Ministry accepts that the Employee suffered a bereavement at the time of the deceased person's death.

16. **SERVICE RECOGNITION**

16.1 Subject to any express provisions in this agreement or its Schedules, for the purposes of the leave entitlements set out in this agreement, the Ministry will recognise previous service in the core Public Service and Crown entities, excluding

district health boards and the education service. The education service includes schools, tertiary education institutions and kindergartens.

- 17.2 Such continuous service will be recognised if it last ended within five years of commencement of employment with the Ministry.
- 17.3 Parental leave for child care will interrupt but not break service.
- 17.4 Service will not be recognised for leave purposes if it ended with the Employee accepting severance or enhanced early retirement under any restructuring/surplus staffing provisions of any departments or State Sector or organisations.

17. PARENTAL LEAVE

- 17.1 You are entitled to parental leave in accordance with the provisions of the Parental Leave and Employment Protection Act 1987.
- 17.2 Where an Employee is absent on maternity leave or extended leave for a period of at least 6 weeks, and completes 6 months continuous service after returning to work, the Employee shall be entitled to an ex-gratia lump sum payment in accordance with this clause.
- 17.3 The amount of the payment shall be the equivalent of 30 working days remuneration, based on the remuneration the Employee was receiving prior to commencing parental leave.
- 17.4 If the Employee had less than 6 weeks maternity or extended leave, the amount of the payment shall be pro-rated accordingly.
- 17.5 If the Employee and the Employee's partner both work for a state sector employer, only one will be eligible to receive this payment.

18. LONG SERVICE LEAVE

- 18.1 Employees are entitled to long service leave of one week after five years completed service, and an additional one week of long service leave after completion of each subsequent five years of service thereafter.
- 18.2 For employees with more than 5 years service as at 1 January 2009, they will have become entitled to one week long service leave as at that date, with service past 1 January 2009 counting towards their next entitlement.
- 18.3 Long service leave entitlements may be accumulated and taken together, up to a maximum of four weeks in total.
- 18.4 Long service leave will not be paid out on termination of employment in any circumstance.

19. VOLUNTARY SERVICE

- 19.1 Leave for protected voluntary service or training shall be provided in accordance with the Volunteers Employment Protection Act 1973 and the Ministry's policies and procedures.

20. DISCRETIONARY LEAVE

- 20.1 Discretionary leave may be provided in accordance with the Ministry's policies and procedures.

21. STUDY LEAVE

- 21.1 Study leave may be provided in accordance with the Ministry's policies and procedures.

22. EYE CARE BENEFIT

- 22.1 The Ministry has a policy of reimbursing employees for eye examinations and the cost of prescription lenses, or laser surgery, in certain circumstances. More information regarding your eligibility can be obtained through P & D.

23. RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

- 23.1 In the event that you have an employment relationship problem, including a personal grievance, a dispute, or any other problem relating to or arising out of an employment relationship, but excluding any problem with the fixing of new terms and conditions of employment, you should raise this issue with the Ministry as soon as practicable, and in any event within 90 days of it arising or coming to your attention, whichever is the later. If you fail to raise the problem with the Ministry within this timeframe, you may be prevented from seeking any remedies under the Employment Relations Act 2000.

- 23.2 Once you have raised a problem, the Ministry will acknowledge the complaint and endeavour to discuss and resolve the issue with you. In the event that the matter is not resolved at this point, either you or the Ministry may request assistance from the mediation service of the Department of Labour and/or refer the matter to the Employment Relations Authority, in the manner set out in the Employment Relations Act 2000.

24. DRIVERS LICENCE

- 24.1 The Employer is under no obligation to provide you with any vehicle. However, if you are required to drive any vehicle which is provided by the Employer, you must:
- (a) hold a current and valid drivers licence for the class of vehicle;
 - (b) take good care of the vehicle;
 - (c) ensure that the conditions of any insurance policy on the vehicle are observed;
 - (d) not permit the vehicle to be driven by any other person or in any manner except in accordance with the Employer's policies relating to its vehicles; and
 - (e) advise the Employer in writing of any medical or other condition that may be likely to inhibit your driving ability.

25. INTELLECTUAL PROPERTY RIGHTS

- 25.1 Any intellectual property rights (such as copyright and patent rights) from any programmes, procedures, systems or other items developed or created while you are employed by the Ministry, shall belong solely to the Ministry.
- 25.2 Any trade mark, goodwill, patent, design or copyright work, procedure, process, formula, method of production, invention or other discovery created by the Employee during the Employee's employment relating to the business of the Employer or capable of being used or adapted for use by the Employer, must immediately be disclosed to the Employer and shall be the absolute property of the Employer ("the Intellectual Property").
- 25.3 The Employee will:
- (a) automatically transfer all of the Employee's rights in the Intellectual Property on creation to the Employer without the need for any further documentation; and
 - (b) irrevocably waive all the Employee's moral rights in the Intellectual Property.

26. HUMAN RESOURCES POLICIES AND PROCEDURES

- 26.1 The Ministry's Human Resource Policies and Procedures are provided in more detail on the Ministry's intranet. The Ministry reserves the right to vary or withdraw any such policy or procedure at its sole discretion.

27. CODE OF CONDUCT

- 27.1 The Employee is required to comply with the Ministry's Code of Conduct at all times. The Employee is also required to comply with the State Sector Standards of Integrity and Conduct, as issued by the State Services Commissioner. This includes the requirement to be fair, impartial, responsible, and trustworthy in your role as a state servant.
- 27.2 It is the Employee's responsibility to ensure that they are familiar with, and fully understand, both the Ministry's Code of Conduct and the State Sector Standards of Integrity and Conduct, including any amendments or additions thereto. The Ministry and/or State Services Commissioner are entitled to change, vary or add to the Ministry's Code of Conduct and the State Sector Standards of Integrity and Conduct at their sole discretion.
- 27.3 A breach of either the Ministry's Code of Conduct or the State Sector Standards of Integrity and Conduct may result in disciplinary action up to, and including, summary dismissal.

28. TERMINATION

- 28.1 This agreement may be terminated by either party giving four (4) week's notice.
- 28.2 If you fail to provide sufficient notice, you agree and authorise the Ministry to deduct the equivalent amount in lieu of notice from any monies or entitlements owing to you.

- 28.3 Where either party has given notice of termination of employment, the Ministry may, at its sole discretion, pay you in lieu of some or all of the notice period.
- 28.4 Where you are dismissed for serious misconduct and/or where you have acted in a manner inconsistent with your obligations of trust and confidence, the Ministry is not required to provide you with any notice and may terminate this agreement summarily
- 28.5 On or before the day on which your employment terminates you will return to the Ministry any property belonging to the Ministry in your possession or control.

29. REDUNDANCY

- 29.1 Redundancy may occur where the position held by the Employee becomes surplus to the needs of the Employer. In the event that your employment is terminated for redundancy, you will be provided with the notice set out in the First Schedule and paid a sum (less tax) in full compensation for redundancy, such sum to be calculated in accordance with the formula set out in the Ministry's Policies and Procedures.
- 29.2 There will be no right to redundancy compensation or notice where the Employer sells, transfers, restructures, merges, amalgamates, contracts out, outsources or leases all or part of the business and the Employee is offered employment in the same or similar capacity (or in any other capacity which the Employee is willing to accept) on substantially the same terms and conditions of employment (or on any terms and conditions which the employee is willing to accept).
- 29.3 If the Employer proposes to restructure (as defined in section 89L(1) of the Employment Relations Act), and the proposal may result in the Employee's work being performed for a new employer, the Employer will as soon as is reasonably practicable, taking into account the commercial and confidentiality requirements of the business:
- (a) discuss and negotiate with the new employer as to whether the Employee may:
 - (i) transfer to the new employer on the terms and conditions of employment set out in the Employee's Employment Agreement; or
 - (ii) transfer to the new employer on different terms and conditions of employment; or
 - (iii) not transfer to the new employer; and
 - (b) after such discussions and negotiations, meet with the Employee to:
 - (i) convey the outcome of those discussions and negotiations; and
 - (ii) outline the Employee's options and entitlements.

30. ABANDONMENT

- 30.1 Where the Employee is absent from work for more than 3 days without the permission of the Employer, in the absence of a reasonable explanation the Employee shall be deemed to have terminated their employment without notice.

31. DISMISSAL FOR SICKNESS OR INJURY

- 31.1 The Employee acknowledges that the Employer may terminate this agreement by giving the notice specified in the First Schedule to the Employee, if as a result of sickness or injury the Employee is rendered incapable of the proper ongoing performance of the Employee's duties under this agreement.
- 31.2 In the course of assessing whether the Employee is capable of the ongoing performance of the Employee's duties under this agreement, the Employee agrees to undergo a medical examination or assessment under the Medical Assessment clause of this agreement.
- 31.3 If the Employee refuses to attend a medical examination or assessment under this agreement, the Employer reserves the right to make a decision regarding the Employee's fitness to perform the Employee's duties under this agreement, on the information it has available.

32. MEDICAL ASSESSMENT

- 32.1 The Employee agrees that the Employer may require the Employee to undergo a medical or psychiatric examination or assessment by a registered medical practitioner nominated by the Employer:
- (a) If the Employee has been absent from work due to a condition, illness or injury; or
 - (b) In the course of assessing whether the Employee is capable of performing the Employee's duties in terms of this agreement; or
 - (c) If the Employer considers, in its opinion, that the Employee's physical and/or mental health may be affecting the Employee's ability to perform the duties under this agreement safely and effectively.
- 32.2 The Employee agrees that the results of any such medical examination or assessment shall be copied to the Employer.
- 32.3 The Employer shall meet the costs of the requested medical examination or assessment.

33. SUSPENSION

- 33.1 The Ministry reserves the right to suspend the Employee with or without pay;
- (a) while investigating serious misconduct, negligence in the performance of the Employee's duties, or any other serious misconduct or repeated breach of this agreement; or
 - (b) where, because of a condition, illness, or injury, the Employer believes that the Employee constitutes an immediate hazard to himself, or to others.

34. GARDEN LEAVE

- 34.1 The Ministry reserves the right to place the Employee on "garden leave" for all or part of their notice period where they are dismissed on notice or where they resign, or in the event that they are offered and accept employment with an organisation whose business creates a conflict of interest with the business of the Ministry.

34.2 Whilst on garden leave the Employee:

- (a) will be paid and remain an Employee of the Ministry (and remain bound by obligations of fidelity, trust, and confidentiality etc.);
- (b) will not be required to undertake any work for the Ministry or contact any of the Ministry's customers, clients or suppliers, except with the Employer's consent; and
- (c) will not compete or undertake any work for any other organisation including promotional work, whether paid or unpaid, except with the Ministry's consent.

35. CONFIDENTIALITY AND NON-DISCLOSURE

35.1 "Confidential Information" includes but is not limited to any information in respect of the Employer or its customers, clients or employees, which comes to the Employee's knowledge during the course of employment, concerning the organisation, methods, business or finances of the Employer or its customers, clients or employees, which is not in the public domain or which is reasonably regarded by the Employer as confidential to it. It also includes this Agreement and its contents.

35.2 You agree that you will not at any time (whether during or after your employment with the Ministry):

- (a) use any confidential information which may come into your knowledge by virtue of your employment with the Ministry; or
- (b) disclose any confidential information to any person;

except so far as is necessary to enable you to fulfil your obligations under this agreement or at the Ministry's direction or with the Ministry's consent.

35.3 During your employment with the Ministry, you agree to safeguard all confidential information in your possession or control and to use your best endeavours to prevent the unauthorised disclosure of any confidential information by a third party.

35.4 Upon termination of your employment, you must deliver to the Ministry all documents, letters, papers, business cards, and other material of every description (including computerised records and copies of or extracts of the same) within your possession or control that relates to the affairs and business of, or that belongs to, the Ministry.

36. HEALTH AND SAFETY

36.1 The Ministry recognises its obligations under the Health and Safety in Employment Act 1992 and subsequent amendments and will abide by its obligations in ensuring that it takes all practicable steps to ensure your safety whilst at work.

36.2 To maintain a safe working environment the Employee is required to comply with the Employer's health and safety rules and procedures and take all practicable steps to ensure their own fitness for work and safety and the safety of others in the workplace. The Employee is required to report all potential hazards to management and co-operate in assisting the Employer to reduce, minimise and monitor such hazards. Failure to comply with the Employer's health and safety rules may constitute serious misconduct.

37. OTHER EMPLOYMENT AND CONFLICTS OF INTEREST

- 37.1 You shall not set yourself up or engage in private business or undertake other employment in direct or indirect competition with the Ministry using knowledge or materials gained during the course of employment with the Ministry.
- 37.2 You may undertake other employment so long as such employment is in your own time and does not conflict with the Ministry's business or reflect, or have the potential to reflect, in a negative manner on the Ministry. Prior written consent to engage in such employment must be given by the Ministry.
- 37.3 You must not accept, whether directly or indirectly, any fee, gratuity, commission, inducement, reward or other benefit (either in money or kind) from any person or organisation in payment or exchange for any matter or thing relating to your duties without the prior written approval of the Employer.
- 37.4 In the event that any potential conflict of interest situation arises, you have an obligation to notify the Employer immediately.

38. SEVERABILITY

- 38.1 If any provision of this agreement is invalid, void, or unenforceable, all other provisions which are self sustaining and capable of separate enforcement without regard to the invalid, void, or unenforceable provisions, will continue to be of full force and effect.

39. WAIVER

- 39.1 The failure of either party to enforce a provision of this agreement does not constitute a waiver of the right to later enforce that or any other provision of this agreement.

40. GOVERNING LAW

- 40.1 This agreement will be governed solely and exclusively by the laws of New Zealand and is to be subject to the exclusive jurisdiction of the courts of New Zealand.

41. COMPLETENESS

- 41.1 The terms and conditions set out in this agreement, the Ministry's policies and procedures including the Ministry's Code of Conduct (as amended by the Ministry from time to time), the State Sector Standards of Integrity and Conduct, terms implied by law, and the letter of offer comprise your entire employment agreement with the Ministry and supersede any previous agreements and understandings (either written or oral) between the parties. For the avoidance of doubt, it is accepted and acknowledged that any previous employment agreements between the parties no longer have effect.

- 41.2 The terms of this agreement may only be varied in writing.

42. **DECLARATION**

42.1 In accepting this offer of employment you agree that:

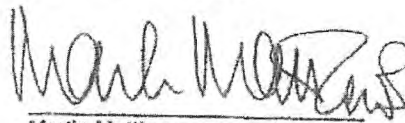
- (a) you have read, understood and accepted the provisions of this agreement;
- (b) the Employer has relied upon representations made by you during the recruitment process. You acknowledge that the Employer is entitled to rely on those representations as being true and correct and that the Employer may terminate your employment without notice or payment in lieu of notice should representations made during the recruitment process be false or misleading;
- (c) you have been advised that you are entitled to seek independent advice regarding the terms and conditions of this agreement and have been given a reasonable opportunity to seek that advice;
- (d) you have been advised that you are able to obtain further information about your entitlements to annual leave, public holidays, sick leave, and bereavement leave from the Department of Labour; and
- (e) you have read and understood the explanation of services available to resolve personal grievances, disputes and employment relationship problems set out in this agreement.

SIGNED by the parties this _____ day of _____ 2011.

Signed by the Employee:)

Signature of Employee

Signed by the Employer:)



Martin Matthews
Chief Executive
Ministry of Transport

FIRST SCHEDULE

NAME: Joanne Harrison
POSITION: Manager Change, People and Development
REPORTS TO: [REDACTED]
HOURS OF WORK (per week): 38
REMUNERATION: [REDACTED]
MOT START DATE: To be confirmed
NOTICE PERIOD: 4 weeks

ADDITIONAL TERMS

SUPERANNUATION

If you are already a member of the State Sector Retirement Savings Scheme for which there is a dollar for dollar subsidy up to 3% of salary; or if you contribute to the Government Superannuation Fund; you are entitled to continue your contributions which will be subsidised by the Ministry.

RETIREMENT LEAVE

Employees with over ten (10) years service who are actually retiring and not taking up alternative employment will be granted retiring leave, in accordance with the Ministry's policies and procedures. (See retirement leave calculation table attached.)

Employees who have established eligibility to retire on medical grounds will be granted a minimum of sixty five (65) working days retiring leave regardless of length of service.

ADDITIONAL TERMS (continued)

REDUNDANCY FORMULA

- i. 16% for the first complete year of service, pro-rated for those with less than one year's service;
- ii. 4% for each subsequent year of service up to a *maximum of 20 years* in total;
- iii. 0.33% for each complete month in addition to completed years where the total service is less than 20 years;
- iv. 8.33% for each of a member's dependent children;
- v. 4.165% for one other dependent person who receives less than an annual remuneration of \$23,000.

The definition of a dependent child is all children (including those for whom maintenance is being paid) up to the age of fifteen (15) years, and all children between the ages of fifteen (15) and eighteen (18) who are not in paid employment, in receipt of a state benefit or grant. Only one (1) parent can claim for a dependent child, it is the employee's choice as to which one claims.

For the purposes of these provisions, "ordinary pay" is defined as basic taxable salary, plus regular taxable allowances paid on a continuous basis that either attract overtime or penal time payments or are paid on an hourly basis for all hours worked.

For the purpose of these provisions, service will mean current continuous service with the Ministry or Public Service as defined in clause 16 of this Individual Employment Agreement.

RETIREMENT LEAVE CALCULATION TABLE

All service is calculated on the basis of a calendar year.

Entitlement (in working days) With Service of Years and Months Specified						
Months:	0	2	4	6	8	10
	Days	Days	Days	Days	Days	Days
10 yrs	22	23	24	24	25	28
11 yrs	26	27	28	29	29	30
12 yrs	31	31	32	33	34	34
13 yrs	35	36	36	37	38	39
14 yrs	38	40	41	41	42	43
15 yrs	44	44	45	46	46	47
16 yrs	48	49	49	50	51	51
17 yrs	52	52	53	54	54	55
18 yrs	56	57	58	59	59	60
19 yrs	61	61	62	63	64	64
20 yrs	65	65	65	65	66	66
25 yrs	66	66	68	67	68	69
26 yrs	69	70	71	71	72	73
27 yrs	74	74	75	76	76	77
28 yrs	78	79	79	80	81	81
29 yrs	82	83	84	84	85	88
30 yrs	86	87	88	88	89	90
31 yrs	91	91	92	93	94	94
32 yrs	95	96	96	97	98	99
33 yrs	99	100	101	101	102	103
34 yrs	104	104	105	105	106	107
35 yrs	108	109	109	110	111	111
36 yrs	112	113	114	114	115	116
37 yrs	116	117	118	119	119	120
38 yrs	121	121	122	123	124	124
39 yrs	125	125	126	127	128	129
40 yrs	131					

[REDACTED]

To: Joanne H
Cc: [REDACTED]
Subject: Arrangements

Hi Joanne

Please confirm with [REDACTED] about getting the docs back (not urgent for you to get them back before Friday).

In terms of national relocation assistance, we can offer the following:

- [REDACTED] can arrange accommodation (probably an apartment close by?) for a period of up to 4 weeks
- We will fund two return tickets to / from Wellington for you
- Any further relocation assistance would be at the Chief Executive's discretion, and on request.

As for Friday, no mistake. I'm available (I'm off all day!!) to spend some time with you, and we're thinking of organising a lunch with the team too on Friday - so please say you can make it.

Look forward to hearing from you and seeing you again

Regards
[REDACTED]

[REDACTED]
Manager People and Development
Ministry of Transport – Te Manatū Waka

[REDACTED]

From: Joanne H [REDACTED]
Sent: Monday, 28 March 2011 9:08 a.m.
To: [REDACTED]
Subject: RE: Thank you 2

You are just too dedicated! I never expected a reply on a Sunday evening!

Many thanks [REDACTED] I didn't realise that you were finishing this week, my mistake.

It would be appreciated if we could spend some time together when you are back, later in April if you can make that. Your support would be gratefully received.

If [REDACTED] could look at assisting with some orientation I could still work the two days 7/8 April, fly in from Australia, then start soon after that if we can find an apartment or something? I need to organise a bank and post box etc and a place to sleep! After a couple of weeks settling in then maybe you could be available to assist?

Your kind good wishes are nice to receive, hope I can follow on from you, there may be a bit of pressure there I'm sure!

Will let you know when the courier arrives and be in touch with [REDACTED] again later today.

Have a great last week with everyone, I am sure they will miss you very much.

Regards,

Joanne

Subject: Thank you 2

Date: Sun, 27 Mar 2011 17:36:17 +1300

[REDACTED]

Hi Joanne

That's such great news. Think that the Ministry will be lucky to have you!

I'm happy to spend some good time with you on Friday (1 April) of course, if this suits you? Finishing Thursday but I told the team that I'd be very happy to help and support you and them before I disappear so its perfectly fine with me. I'm very conscious of not getting in your way too once you've started, so you need to let me know what you will be comfortable with.

Always useful to do a bit of a handover, so please bear in mind that I'll be back in town / NZ as from late April, and will still be contactable at any stage over the April period if I can be of any help.
What date are you thinking of starting?

Will chat to [REDACTED] Monday and we'll get back to you on how we can assist you with accommodation etc.

WELCOME ABOARD

Best regards

[REDACTED]

From: Joanne H [REDACTED]

Sent: Sunday, 27 March 2011 1:42 p.m.

To: [REDACTED]

Subject: Thankyou

Good Morning to the both of you.

Many thanks indeed for the offer of employment, it all looks good, and I very much appreciate the swiftness of service and your keen interest, it certainly helped my decision making after meeting the two of you.

I accept the offer with sincere thanks, I will await the courier tomorrow and get everything back to you the next day. I am very excited I must say!

[REDACTED] may I call you Monday please to see what we can arrange as a 'handover' before you leave? I am not sure when your last working days are, and I appreciate it will be tight as regards timeframes etc but I would dearly love to spend time with you before you head away.

Next Sunday I fly to Australia to finalise handover there, perhaps I could return Wednesday 6th and spend Thursday/Friday with you depending on your schedule?

A couple of questions I have - will the Ministry be flexible for a few weeks with regards to travel and accommodation, as it may be challenging to find an apartment and move at the same time as working? When I worked with Corrections they looked after flights and accommodation for up to 6 weeks to assist with any relocation, does the Ministry have a policy or preferences with this? If not and there's no support offered that is fine too, I just need to make adequate arrangements, or all the park benches could be taken and I may need to sleep on the sidewalk!

Anyway, I will close off and speak with you instead! Again, may I thank you both for the professional support and kindness shown towards me, it is very much appreciated.

Talk soon



Ministry of Transport

TE MANATŪ WAKA

15 August 2012

Joanne Harrison
Manager, Change, People and Development
Ministry of Transport

Dear Jo

I want to personally thank you for your impressive efforts in designing and developing our applied Policy Adviser Development (a-PAD) programme.

Improving our policy capability is a key goal for the Ministry to become a first class policy shop. Creating a minimum level qualification for those practicing policy in the public sector is not only a first step towards professionalising policy staff; it also demonstrates how seriously the Ministry is investing in the development of its people.

The establishment of the a-PAD programme has seen you develop excellent working partnerships with not only the School of Government itself, but also other public sector agencies that are keen to have their staff be part of this policy qualification first. Our leadership in this training and development area has really set the Ministry apart, and I'm very proud of what has been achieved so far.

I'm sure our new graduates who are about to embark on the a-PAD programme will benefit hugely, and I will be keenly following their progress.

Thank you again for the initiative and leadership you have shown in getting a-PAD up and running. To formally thank you, and to celebrate the imminent launch of the programme, I would like to invite you to lunch with Andrew Jackson on Friday 7 September at 12.00pm at Portofino, on Queens Wharf.

Congratulations again on your superb effort.

Regards

Martin Matthews



Withheld under section 9(2)(a)

20 March 2013

ENTERED
E.S.D

Jo Harrison
Manager
Change People & Development
Ministry of Transport



Dear Jo

KiwiSaver Contribution rate change – effective 1 April 2013

As announced in the 2012 Budget – the minimum KiwiSaver contribution rate for employers and employees increases from 2% to 3% of gross salary from 1 April 2013.

You have been employed on a total remuneration package. As the Ministry has not moved all staff on to a total remuneration system at this stage, we will be increasing your total remuneration by 1% so that your base salary of [REDACTED] is not reduced.

This 1% adjustment to your total remuneration will be taken into consideration when salaries are reviewed later in the year.

As you currently contribute 2% to KiwiSaver, your personal contribution will also increase to 3%.

Your pay on 24 April 2013 will reflect these changes.

Yours sincerely

Martin Matthews
Chief Executive



8 July 2013

Joanne Harrison
Manager Change, People & Development
Ministry of Transport

Dear Jo

Offer of Fixed-Term Employment

I am pleased to confirm my oral offer and your acceptance of the fixed-term position of General Manager Organisational Development. The fixed-term will commence on Monday 5 August 2013 and will continue until 30 January 2016.

As you know, ensuring the Ministry has a stronger organisational development focus is a key challenge set out for us by the PIF report. Over the next two years my aim is to lead a "step change" in the performance and capability of the Ministry in delivering on its purpose. Your role will be critical to achieving this change as you will have overall sponsorship of the Shaping our Future programme. You will also be responsible for the Ministry's business services and ongoing development of shared services with the transport agencies. I believe your appointment will help to embed more customer-driven, cost-effective and proactive business services, provided with more energy and responsiveness.

Your new fixed package remuneration will be [REDACTED]

In your fixed-term role you will continue to report to me as Chief Executive. You will also become a member of the Ministry's Leadership Team. Copies of your new employment agreement and the position description are attached. To formally accept this change in position please sign the bottom of this letter and return it to [REDACTED]

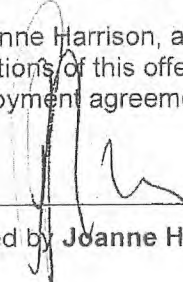
Congratulations on your appointment – I look forward to continuing our working relationship and operating with the new reporting line changes in place. I believe these changes will help the Ministry to drive improvements more quickly and with greater success.

Yours sincerely

Martin Matthews
Chief Executive

Acceptance of Offer

I, Joanne Harrison, acknowledge that I have read, understood and accept the conditions of this offer of employment and the terms contained in the enclosed employment agreement.



Signed by **Joanne Harrison**

11/7/2013
Date

MINISTRY OF TRANSPORT
INDIVIDUAL FIXED-TERM EMPLOYMENT AGREEMENT
(pursuant to section 65 of the Employment Relations Act 2000)

AGREEMENT dated 11/7/2013

PARTIES

MARTIN MATTHEWS, CHIEF EXECUTIVE, MINISTRY OF TRANSPORT
(referred to as "the Employer" or "the Ministry")

JOANNE HARRISON
("the Employee" or "you")

1. INTRODUCTION

1.1 This is an Individual Employment Agreement between you and the Ministry.

2. POSITION, RESPONSIBILITIES AND DUTIES

2.1 Your position with the Employer and the person to whom you will report is set out in the First Schedule.

2.2 The responsibilities of your position are set out in the Position Description in the Second Schedule of this agreement. The Employer reserves the right to make reasonable changes to your duties and to your Position Description in order to meet the requirements of the business, and you agree to reasonable flexibility in the performance of your duties.

2.3 You are required to:

- satisfactorily carry out your duties as set out in the Position Description (Second Schedule), or as advised by the Employer;
- take all reasonable steps to meet performance criteria established by the Employer from time to time;
- comply with all reasonable directions and policies of the Employer in place from time to time;
- perform all duties required by law; and
- not engage in other paid or unpaid work, or carry on, or be concerned or interested in, a business or other activity (on your own account or jointly with or on behalf of any other person, firm or company and whether directly or indirectly) which, in any way, competes with the business of, or conflicts with the interests of the Employer or any material part of it, without the written consent of the Employer.
- Comply with the Ministry's Code of Conduct and the State Sector Standards of Integrity and Conduct.

- 2.4 Without limiting these duties, you must devote the whole of your time and abilities during normal working hours and at such times as may be reasonably necessary to the proper performance of your duties.

3. PLACE OF WORK

- 3.1 The parties agree that your employment will be based at the Ministry of Transport offices in Wellington, and at any other reasonable location to which you may be directed from time to time by the Employer.

4. FIXED-TERM EMPLOYMENT

- 4.1 The commencement date of this agreement is reflected on page 1 and will continue until 30 January 2016, or until earlier terminated in accordance with the provisions of the agreement.

- 4.2 The reason for the fixed-term is that the Ministry has been developing shared services arrangements with other public sector agencies in the public sector, including the New Zealand Transport Agency, Maritime New Zealand, the Civil Aviation Authority, and the Transport Accident Investigation Commission. The Ministry is continuing to investigate greater shared services arrangements, including in the areas of training, health and safety, and human resources. The role will have responsibility for or substantial interaction with all of these areas, and there may be no ongoing need for the role if services in these areas are shared with other agencies.

- 4.3 The Ministry will discuss with you at least six weeks before 30 January 2016 whether there is a need for your role. If not, it will cease on that date and your employment with the Ministry will end.

- 4.4 The Ministry acknowledges that you will be entitled to redundancy pay if this agreement ends by reason of the expiry of the fixed-term. You will also be entitled to be paid in lieu of all untaken leave on the same basis as if you were employed on an indefinite basis.

5. REMUNERATION

- 5.1 Your remuneration is set out in the First Schedule and will be paid fortnightly by direct credit to your nominated bank account.

- 5.2 The Ministry will endeavour to review your remuneration annually, at a time set by the Ministry, in accordance with the Ministry's Remuneration Policy. Any increase in remuneration is at the sole discretion of the Ministry and there is no obligation on the Ministry to increase your remuneration at this time. This remuneration is deemed to compensate you fully for all time worked and duties performed under this agreement and overtime will not be payable.

- 5.3 In the event of an overpayment of remuneration (including salary, expenses, sick leave, holiday pay) either during the term of the agreement or following its termination, the Employer may recover the amount of the overpayment by making a deduction from the Employee's salary, provided the Employee is given written notification of the recovery which specifies the amount recovered, and the reasons for the overpayment.

- 5.4 The Employer shall provide to you written advice of the gross pay and deductions made each time your gross pay is altered, or any deduction is made.

6. **PERFORMANCE**

- 6.1 The Ministry will endeavour to review your performance annually in accordance with its policies and procedures.

7. **HIGHER DUTIES ALLOWANCE**

- 7.1 The Employer may approve payment of a higher duties allowance in certain circumstances, in accordance with the Ministry's policies and procedures.

8. **KIWISAVER**

- 8.1 The Ministry will facilitate your involvement in KiwiSaver in accordance with the KiwiSaver Act 2006 and any other applicable legislation.

9. **HOURS OF WORK**

- 9.1 The usual hours of work for this position are set out in the First Schedule. However, in order to perform the job effectively you may be required to work outside these hours. You agree to work such reasonable additional hours as are necessary to fulfil the requirements of your role with the Ministry.

10. **OVERTIME**

- 10.1 Employees may be required to work overtime to meet the operational requirements of the Ministry. Overtime must be pre-approved by the Employee's Manager.
- 10.2 Overtime means time worked in excess of the Employee's normal hours of work, as set out in the First Schedule.
- 10.3 Overtime hours will be paid at double time rate (T2), including higher duties and similar allowances. As an alternative to overtime, employees may agree with their manager that they will take time off in lieu (TOIL) in accordance with the Ministry's policies and procedures.
- 10.4 Employees with a total remuneration package (including Higher Duties Allowance, and based on a fulltime or pro-rated fulltime position) of \$50,000 or over, are not entitled to any payment of overtime.

11. **LEAVE PROVISIONS**

- 11.1 The leave provisions set out in this Agreement are inclusive of the entitlements set out in the Holidays Act 2003.

12. **ANNUAL LEAVE**

- 12.1 In terms of the Ministry's standard individual employment agreement you are entitled to **five (5) weeks** of annual leave per annum, plus three (3) Ministry holidays each year (which will normally be taken between Christmas and New Year) for each year of service you complete. Annual leave may be taken as it is accrued. Any change to this entitlement is reflected in the First Schedule.
- 12.2 You must submit a properly completed and authorised leave form for all periods of absence.
- 12.3 Your holiday pay in respect of any annual leave will be paid in the relevant fortnightly pay period during which the leave is taken.

- 12.4 If, at the end of your employment with the Employer you have taken more annual leave than you have become entitled to, the Employer may deduct from any final payments due to you, pay for the leave taken in advance.
- 12.5 Following five years completed service, you will become entitled to a further 2 days of annual leave per annum (prorated for part time employees).
- 12.6 The timing of annual leave will be determined by agreement, taking into account work requirements and the employee's personal preferences. It is expected that you will not accumulate more than two weeks annual leave in addition to your annual entitlement, at any time. In the event that the parties can not agree on when annual leave is to be taken, the Ministry can give 14 days notice of the requirement to take leave.
- 12.7 Employees may be permitted to cash up annual holidays in accordance with the Holidays Act, at the Ministry's discretion.
- 12.8 You may anticipate annual leave by mutual agreement with the Employer, taking into account work requirements and personal preferences.
- 12.9 If you become unwell or are injured during your annual leave, you may seek to have the period of annual leave re-credited as sick leave, provided you have enough sick leave to cover the absence.

13. PUBLIC HOLIDAYS

- 13.1 You are entitled to 11 public holidays per annum in accordance with the Holidays Act 2003, on the days specified in that Act. This means that you are entitled to a paid day's leave where one of those public holidays falls on a day which would otherwise be an ordinary working day for you. Other days may be substituted for public holidays with the agreement of both parties to this agreement.
- 13.2 If you are required by the Employer to work on a public holiday you will be paid one and a half times the portion of your relevant daily pay that relates to the time actually worked on the public holiday. If this public holiday would otherwise have been a working day for you, you will also receive an alternative paid holiday in respect of that day. The requirement to work on a public holiday will be agreed with your manager prior to the public holiday.

14. SICK LEAVE

- 14.1 You are entitled to 10 days sick leave per annum in your first two years of employment, and 15 days per annum for each subsequent year. Unused sick leave may be accumulated and carried over to a maximum of 260 days current entitlement at any time.
- 14.2 Unused sick leave will not be paid out upon termination of this agreement.
- 14.3 Sick leave may be taken when the Employee is genuinely sick or injured. The Employee may also use up to 10 days of sick leave per annum, to care for someone who depends on the Employee for care, who is sick or injured.
- 14.4 The provisions of this clause will be pro-rated for part time employment, to the extent that they continue to comply with the provisions of the Holidays Act 2003.

- 14.5 The Employee shall ensure that notice is given to the Ministry at the earliest opportunity on the first day of sick leave, and prior to the Employee's scheduled starting time.
- 14.6 Where the Employee has taken sick leave, the Ministry shall be entitled to require the Employee to produce proof of the sickness or injury, in accordance with the Holidays Act.
- 14.7 Notwithstanding the above, regardless of the genuineness or length of absence, the Ministry shall be entitled to seek a medical certificate at the Employee's expense for every period of sick leave in excess of the statutory sick leave entitlement under the Holidays Act 2003.
- 14.8 Where the Employee does not have sufficient sick leave to cover a period of absence, the Ministry will give genuine consideration to providing additional paid leave, along with the range of options to support the Employee returning to work.
- 14.9 The Ministry may choose to offer a salary top up to employees who become entitled to accident compensation, at its discretion. Alternatively, employees may use their accumulated sick leave to make up any difference in earnings whilst receiving accident compensation.

15. **BEREAVEMENT LEAVE**

- 15.1 The Ministry will grant bereavement leave to allow the Employee to discharge their obligations and/or pay their respects to a deceased person, with whom they had a close association, in accordance with the Holidays Act 2003, and as set out in this clause.
- 15.2 The Employee is entitled to three days' paid bereavement leave on the death of the Employee's spouse or partner, child, parent, sibling, grandparent, grandchild, spouse or partner's parent.
- 15.3 The Employee may also be provided with one day's paid bereavement leave on the death of any other person whose death the Ministry considers to have caused the Employee to suffer a bereavement. In deciding whether to grant any such bereavement leave, the Ministry shall consider:
- (a) The closeness of the association between the Employee and the deceased.
Note: 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 relating to the death; and
 - (c) any cultural responsibilities of the Employee in relation to the death.
- 15.4 Any additional bereavement leave is at the Ministry's discretion. In exercising this discretion, the Ministry shall consider:
- (a) The amount of time needed to discharge properly any responsibilities or obligations;
 - (b) That reasonable travelling time should be allowed. For cases involving overseas travel that may not be the full period of travel;

- 15.5 A decision must be made as quickly as possible so that the Employee is given maximum time possible to make any arrangements necessary.
- 15.6 If paid bereavement leave is not appropriate then annual leave or leave without pay may be granted.
- 15.7 If a bereavement occurs while the Employee is absent on leave, except public holidays, such leave shall be interrupted and bereavement leave granted.
- 15.8 The Employee will be entitled to 1 day's leave to attend an unveiling, where the Ministry accepts that the Employee suffered a bereavement at the time of the deceased person's death.

16. **SERVICE RECOGNITION**

- 16.1 Subject to any express provisions in this agreement or its Schedules, for the purposes of the leave entitlements set out in this agreement, the Ministry will recognise previous service in the core Public Service and Crown entities, excluding district health boards and the education service. The education service includes schools, tertiary education institutions and kindergartens.
- 17.2 Such continuous service will be recognised if it last ended within five years of commencement of employment with the Ministry.
- 17.3 Parental leave for child care will interrupt but not break service.
- 17.4 Service will not be recognised for leave purposes if it ended with the Employee accepting severance or enhanced early retirement under any restructuring/surplus staffing provisions of any departments or State Sector or organisations.

17. **PARENTAL LEAVE**

- 17.1 You are entitled to parental leave in accordance with the provisions of the Parental Leave and Employment Protection Act 1987.
- 17.2 Where an Employee is absent on maternity leave or extended leave for a period of at least 6 weeks, and completes 6 months continuous service after returning to work, the Employee shall be entitled to an ex-gratia lump sum payment in accordance with this clause.
- 17.3 The amount of the payment shall be the equivalent of 30 working days remuneration, based on the remuneration the Employee was receiving prior to commencing parental leave.
- 17.4 If the Employee had less than 6 weeks maternity or extended leave, the amount of the payment shall be pro-rated accordingly.
- 17.5 If the Employee and the Employee's partner both work for a state sector employer, only one will be eligible to receive this payment.

18. **LONG SERVICE LEAVE**

- 18.1 Employees are entitled to long service leave of one week after five years completed service, and an additional one week of long service leave after completion of each subsequent five years of service thereafter.

18.2 For employees with more than 5 years service as at 1 January 2009, they will have become entitled to one week long service leave as at that date, with service past 1 January 2009 counting towards their next entitlement.

18.3 Long service leave entitlements may be accumulated and taken together, up to a maximum of four weeks in total.

18.4 Long service leave will not be paid out on termination of employment in any circumstance.

19. **VOLUNTARY SERVICE**

19.1 Leave for protected voluntary service or training shall be provided in accordance with the Volunteers Employment Protection Act 1973 and the Ministry's policies and procedures.

20. **DISCRETIONARY LEAVE**

20.1 Discretionary leave may be provided in accordance with the Ministry's policies and procedures.

21. **STUDY LEAVE**

21.1 Study leave may be provided in accordance with the Ministry's policies and procedures.

22. **EYE CARE BENEFIT**

22.1 The Ministry has a policy of reimbursing employees for eye examinations and the cost of prescription lenses, or laser surgery, in certain circumstances. More information regarding your eligibility can be obtained through P&D.

23. **RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS**

23.1 In the event that you have an employment relationship problem, including a personal grievance, a dispute, or any other problem relating to or arising out of an employment relationship, but excluding any problem with the fixing of new terms and conditions of employment, you should raise this issue with the Ministry as soon as practicable, and in any event within 90 days of it arising or coming to your attention, whichever is the later. If you fail to raise the problem with the Ministry within this timeframe, you may be prevented from seeking any remedies under the Employment Relations Act 2000.

23.2 Once you have raised a problem, the Ministry will acknowledge the complaint and endeavour to discuss and resolve the issue with you. In the event that the matter is not resolved at this point, either you or the Ministry may request assistance from the mediation service of the Department of Labour and/or refer the matter to the Employment Relations Authority, in the manner set out in the Employment Relations Act 2000.

24. **DRIVERS LICENCE**

24.1 The Employer is under no obligation to provide you with any vehicle. However, if you are required to drive any vehicle which is provided by the Employer, you must:

- (a) hold a current and valid drivers licence for the class of vehicle;

- (b) take good care of the vehicle;
- (c) ensure that the conditions of any insurance policy on the vehicle are observed;
- (d) not permit the vehicle to be driven by any other person or in any manner except in accordance with the Employer's policies relating to its vehicles; and
- (e) advise the Employer in writing of any medical or other condition that may be likely to inhibit your driving ability.

25. INTELLECTUAL PROPERTY RIGHTS

- 25.1 Any intellectual property rights (such as copyright and patent rights) from any programmes, procedures, systems or other items developed or created while you are employed by the Ministry, shall belong solely to the Ministry.
- 25.2 Any trade mark, goodwill, patent, design or copyright work, procedure, process, formula, method of production, invention or other discovery created by the Employee during the Employee's employment relating to the business of the Employer or capable of being used or adapted for use by the Employer, must immediately be disclosed to the Employer and shall be the absolute property of the Employer ("the Intellectual Property").
- 25.3 The Employee will:
- (a) automatically transfer all of the Employee's rights in the Intellectual Property on creation to the Employer without the need for any further documentation; and
 - (b) irrevocably waive all the Employee's moral rights in the Intellectual Property.

26. HUMAN RESOURCES POLICIES AND PROCEDURES

- 26.1 The Ministry's Human Resource Policies and Procedures are provided in more detail on the Ministry's intranet. The Ministry reserves the right to vary or withdraw any such policy or procedure at its sole discretion.

27. CODE OF CONDUCT

- 27.1 The Employee is required to comply with the Ministry's Code of Conduct at all times. The Employee is also required to comply with the State Sector Standards of Integrity and Conduct, as issued by the State Services Commissioner. This includes the requirement to be fair, impartial, responsible, and trustworthy in your role as a state servant.
- 27.2 It is the Employee's responsibility to ensure that they are familiar with, and fully understand, both the Ministry's Code of Conduct and the State Sector Standards of Integrity and Conduct, including any amendments or additions thereto. The Ministry and/or State Services Commissioner are entitled to change, vary or add to the Ministry's Code of Conduct and the State Sector Standards of Integrity and Conduct at their sole discretion.
- 27.3 A breach of either the Ministry's Code of Conduct or the State Sector Standards of Integrity and Conduct may result in disciplinary action up to, and including, summary dismissal.

28. TERMINATION

- 28.1 This agreement may be terminated by either party giving twelve (12)) week's notice.
- 28.2 If you fail to provide sufficient notice, you agree and authorise the Ministry to deduct the equivalent amount in lieu of notice from any monies or entitlements owing to you.
- 28.3 Where either party has given notice of termination of employment, the Ministry may, at its sole discretion, pay you in lieu of some or all of the notice period.
- 28.4 Where you are dismissed for serious misconduct and/or where you have acted in a manner inconsistent with your obligations of trust and confidence, the Ministry is not required to provide you with any notice and may terminate this agreement summarily
- 28.5 On or before the day on which your employment terminates you will return to the Ministry any property belonging to the Ministry in your possession or control.

29. REDUNDANCY

- 29.1 Redundancy may occur where the position held by the Employee becomes surplus to the needs of the Employer. In this case when the fixed-term expires or when agreed sooner by both parties. If your employment is terminated for redundancy, you will be provided with the notice set out in the First Schedule and paid a sum (less tax) in full compensation for redundancy, such sum to be calculated in accordance with the formula set out in the Ministry's Policies and Procedures.
- 29.2 There will be no right to redundancy compensation or notice where the Employer sells, transfers, restructures, merges, amalgamates, contracts out, outsources or leases all or part of the business and the Employee is offered employment in the same or similar capacity (or in any other capacity which the Employee is willing to accept) on substantially the same terms and conditions of employment (or on any terms and conditions which the employee is willing to accept).
- 29.3 If the Employer proposes to restructure (as defined in section 69L(1) of the Employment Relations Act), and the proposal may result in the Employee's work being performed for a new employer, the Employer will as soon as is reasonably practicable, taking into account the commercial and confidentiality requirements of the business:
- (a) discuss and negotiate with the new employer as to whether the Employee may:
 - (i) transfer to the new employer on the terms and conditions of employment set out in the Employee's Employment Agreement; or
 - (ii) transfer to the new employer on different terms and conditions of employment; or
 - (iii) not transfer to the new employer; and
 - (b) after such discussions and negotiations, meet with the Employee to:
 - (i) convey the outcome of those discussions and negotiations; and
 - (ii) outline the Employee's options and entitlements.

30. **ABANDONMENT**

30.1 Where the Employee is absent from work for more than 3 days without the permission of the Employer, in the absence of a reasonable explanation the Employee shall be deemed to have terminated their employment without notice.

31. **DISMISSAL FOR SICKNESS OR INJURY**

31.1 The Employee acknowledges that the Employer may terminate this agreement by giving the notice specified in the First Schedule to the Employee, if as a result of sickness or injury the Employee is rendered incapable of the proper ongoing performance of the Employee's duties under this agreement.

31.2 In the course of assessing whether the Employee is capable of the ongoing performance of the Employee's duties under this agreement, the Employee agrees to undergo a medical examination or assessment under the Medical Assessment clause of this agreement.

31.3 If the Employee refuses to attend a medical examination or assessment under this agreement, the Employer reserves the right to make a decision regarding the Employee's fitness to perform the Employee's duties under this agreement, on the information it has available.

32. **MEDICAL ASSESSMENT**

32.1 The Employee agrees that the Employer may require the Employee to undergo a medical or psychiatric examination or assessment by a registered medical practitioner nominated by the Employer:

- (a) If the Employee has been absent from work due to a condition, illness or injury; or
- (b) In the course of assessing whether the Employee is capable of performing the Employee's duties in terms of this agreement; or
- (c) If the Employer considers, in its opinion, that the Employee's physical and/or mental health may be affecting the Employee's ability to perform the duties under this agreement safely and effectively.

32.2 The Employee agrees that the results of any such medical examination or assessment shall be copied to the Employer.

32.3 The Employer shall meet the costs of the requested medical examination or assessment.

33. **SUSPENSION**

33.1 The Ministry reserves the right to suspend the Employee with or without pay;

- (a) while investigating serious misconduct, negligence in the performance of the Employee's duties, or any other serious misconduct or repeated breach of this agreement; or
- (b) where, because of a condition, illness, or injury, the Employer believes that the Employee constitutes an immediate hazard to himself, or to others.

34. GARDEN LEAVE

- 34.1 The Ministry reserves the right to place the Employee on "garden leave" for all or part of their notice period where they are dismissed on notice or where they resign, or in the event that they are offered and accept employment with an organisation whose business creates a conflict of interest with the business of the Ministry.
- 34.2 Whilst on garden leave the Employee:
- (a) will be paid and remain an Employee of the Ministry (and remain bound by obligations of fidelity, trust, and confidentiality etc.);
 - (b) will not be required to undertake any work for the Ministry or contact any of the Ministry's customers, clients or suppliers, except with the Employer's consent; and
 - (c) will not compete or undertake any work for any other organisation including promotional work, whether paid or unpaid, except with the Ministry's consent.

35. CONFIDENTIALITY AND NON-DISCLOSURE

- 35.1 "Confidential Information" includes but is not limited to any information in respect of the Employer or its customers, clients or employees, which comes to the Employee's knowledge during the course of employment, concerning the organisation, methods, business or finances of the Employer or its customers, clients or employees, which is not in the public domain or which is reasonably regarded by the Employer as confidential to it. It also includes this Agreement and its contents.
- 35.2 You agree that you will not at any time (whether during or after your employment with the Ministry):
- (a) use any confidential information which may come into your knowledge by virtue of your employment with the Ministry; or
 - (b) disclose any confidential information to any person;
- except so far as is necessary to enable you to fulfil your obligations under this agreement or at the Ministry's direction or with the Ministry's consent.
- 35.3 During your employment with the Ministry, you agree to safeguard all confidential information in your possession or control and to use your best endeavours to prevent the unauthorised disclosure of any confidential information by a third party.
- 35.4 Upon termination of your employment, you must deliver to the Ministry all documents, letters, papers, business cards, and other material of every description (including computerised records and copies of or extracts of the same) within your possession or control that relates to the affairs and business of, or that belongs to, the Ministry.

36. HEALTH AND SAFETY

- 36.1 The Ministry recognises its obligations under the Health and Safety in Employment Act 1992 and subsequent amendments and will abide by its obligations in ensuring that it takes all practicable steps to ensure your safety whilst at work.
- 36.2 To maintain a safe working environment the Employee is required to comply with the Employer's health and safety rules and procedures and take all practicable steps to

ensure their own fitness for work and safety and the safety of others in the workplace. The Employee is required to report all potential hazards to management and co-operate in assisting the Employer to reduce, minimise and monitor such hazards. Failure to comply with the Employer's health and safety rules may constitute serious misconduct.

37. OTHER EMPLOYMENT AND CONFLICTS OF INTEREST

- 37.1 You shall not set yourself up or engage in private business or undertake other employment in direct or indirect competition with the Ministry using knowledge or materials gained during the course of employment with the Ministry.
- 37.2 You may undertake other employment so long as such employment is in your own time and does not conflict with the Ministry's business or reflect, or have the potential to reflect, in a negative manner on the Ministry. Prior written consent to engage in such employment must be given by the Ministry.
- 37.3 You must not accept, whether directly or indirectly, any fee, gratuity, commission, inducement, reward or other benefit (either in money or kind) from any person or organisation in payment or exchange for any matter or thing relating to your duties without the prior written approval of the Employer.
- 37.4 In the event that any potential conflict of interest situation arises, you have an obligation to notify the Employer immediately.

38. SEVERABILITY

- 38.1 If any provision of this agreement is invalid, void, or unenforceable, all other provisions which are self sustaining and capable of separate enforcement without regard to the invalid, void, or unenforceable provisions, will continue to be of full force and effect.

39. WAIVER

- 39.1 The failure of either party to enforce a provision of this agreement does not constitute a waiver of the right to later enforce that or any other provision of this agreement.

40. GOVERNING LAW

- 40.1 This agreement will be governed solely and exclusively by the laws of New Zealand and is to be subject to the exclusive jurisdiction of the courts of New Zealand.

41. COMPLETENESS

- 41.1 The terms and conditions set out in this agreement, the Ministry's policies and procedures including the Ministry's Code of Conduct (as amended by the Ministry from time to time), the State Sector Standards of Integrity and Conduct, terms implied by law, and the letter of offer comprise your entire employment agreement with the Ministry and supersede any previous agreements and understandings (either written or oral) between the parties. For the avoidance of doubt, it is accepted and acknowledged that any previous employment agreements between the parties no longer have effect.
- 41.2 The terms of this agreement may only be varied in writing.

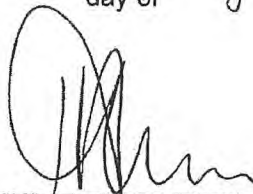
42. **DECLARATION**

42.1 In accepting this offer of employment you agree that:

- (a) you have read, understood and accepted the provisions of this agreement;
- (b) the Employer has relied upon representations made by you during the recruitment process. You acknowledge that the Employer is entitled to rely on those representations as being true and correct and that the Employer may terminate your employment without notice or payment in lieu of notice should representations made during the recruitment process be false or misleading;
- (c) you have been advised that you are entitled to seek independent advice regarding the terms and conditions of this agreement and have been given a reasonable opportunity to seek that advice;
- (d) you have been advised that you are able to obtain further information about your entitlements to annual leave, public holidays, sick leave, and bereavement leave from the Department of Labour; and
- (e) you have read and understood the explanation of services available to resolve personal grievances, disputes and employment relationship problems set out in this agreement.

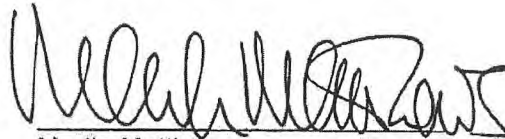
SIGNED by the parties this 11 day of July 2013.

Signed by the Employee:)



Signature of Employee

Signed by the Employer:)



Martin Matthews
Chief Executive
Ministry of Transport

FIRST SCHEDULE

Withheld under section 9(2)(a)

NAME: Joanne Harrison

POSITION: General Manager Organisational Development

REPORTS TO: Chief Executive

HOURS OF WORK (per week): 38 hours

REMUNERATION: 

MOT START DATE: 18 April 2011

FIXED-TERM START DATE: 1 Augusts 2013

NOTICE PERIOD: Twelve (12) weeks

ADDITIONAL TERMS

SUPERANNUATION

If you are already a member of the State Sector Retirement Savings Scheme or KiwiSaver for which there is a dollar for dollar subsidy up to 3% of salary; or if you contribute to the Government Superannuation Fund; you are entitled to continue your contributions which will be subsidised by the Ministry.

RETIREMENT LEAVE

Employees with over ten (10) years service who are actually retiring and not taking up alternative employment will be granted retiring leave, in accordance with the Ministry's policies and procedures. (See retirement leave calculation table attached.)

Employees who have established eligibility to retire on medical grounds will be granted a minimum of sixty five (65) working days retiring leave regardless of length of service.

REDUNDANCY FORMULA

- i. 16% for the first complete year of service, pro-rated for those with less than one year's service;
- ii. 4% for each subsequent year of service up to a *maximum of 20 years* in total;
- iii. 0.33% for each complete month in addition to completed years where the total service is less than 20 years;
- iv. 8.33% for each of a member's dependent children;
- v. 4.165% for one other dependent person who receives less than an annual remuneration of \$23,000.

The definition of a dependent child is all children (including those for whom maintenance is being paid) up to the age of fifteen (15) years, and all children between the ages of fifteen (15) and eighteen (18) who are not in paid employment, in receipt of a state benefit or grant. Only one (1) parent can claim for a dependent child, it is the employee's choice as to which one claims.

For the purposes of these provisions, "ordinary pay" is defined as basic taxable salary, plus regular taxable allowances paid on a continuous basis that either attract overtime or penal time payments or are paid on an hourly basis for all hours worked.

For the purpose of these provisions, service will mean current continuous service with the Ministry or Public Service as defined in clause 16 of this Individual Employment Agreement.

RETIREMENT LEAVE CALCULATION TABLE

All service is calculated on the basis of a calendar year.

Entitlement (in working days) With Service of Years and Months Specified						
Months:	0	2	4	6	8	10
	Days	Days	Days	Days	Days	Days
10 yrs	22	23	24	24	25	26
11 yrs	26	27	28	29	29	30
12 yrs	31	31	32	33	34	34
13 yrs	35	36	36	37	38	39
14 yrs	39	40	41	41	42	43
15 yrs	44	44	45	46	46	47
16 yrs	48	49	49	50	51	51
17 yrs	52	52	53	54	54	55
18 yrs	56	57	58	59	59	60
19 yrs	61	61	62	63	64	64
20 yrs	65	65	65	65	65	65
25 yrs	65	66	66	67	68	69
26 yrs	69	70	71	71	72	73
27 yrs	74	74	75	76	76	77
28 yrs	78	79	79	80	81	81
29 yrs	82	83	84	84	85	86
30 yrs	86	87	88	89	89	90
31 yrs	91	91	92	93	94	94
32 yrs	95	96	96	97	98	99
33 yrs	99	100	101	101	102	103
34 yrs	104	104	105	106	106	107
35 yrs	108	109	109	110	111	111
36 yrs	112	113	114	114	115	116
37 yrs	116	117	118	119	119	120
38 yrs	121	121	122	123	124	124
39 yrs	125	126	126	127	128	129
40 yrs	131					



5 August 2013

Joanne Harrison
General Manager Organisational Development
Organisational Development Group
Ministry of Transport
WELLINGTON

Dear Joanne

Financial Delegation: Level 2

The Minister of Transport has provided the Chief Executive of the Ministry of Transport with approval to sub-delegate his financial authority, within specified limits.

In accordance with the Minister's approval, the Chief Executive has sub-delegated to persons holding the office of General Manager Organisational Development, the authority to incur expenditure up to the limits outlined in Part 2 paragraph 5.1 of the Financial Delegation Policy, under the column heading "Level 2".

Therefore, he considers that it is appropriate for me to confirm on his behalf the scope and limits of this financial delegation. Accordingly, attached are:

- 1 a copy of the Instrument of Sub-Delegation: Authorisation of Expenditure – Level 2; and
- 2 a copy of the Financial Delegation Policy.

Please ensure that you are conversant with, and abide by, the rules and guidelines for Financial Delegations as set out in the Ministry's policy.

Yours sincerely

F. Macmaster

Fiona Macmaster
Manager Finance

I agree to abide by the conditions set out
in this letter and in the attachments:

Signed:

Date: 16/8/2013

Salary - (Harrison (Jo))

Employee - Start Date: 18/04/2011

3606 - Harrison (Jo) General Manager Organisational Dev: [Navigation icons] Code [] Name []

Salary Benefits Remuneration Package History

Rate Number 0

Action Date	Effective Date	Pay Basis	Union Award	Grade /Step	Hourly Rate	Period Rate	Annual Salary	Reason	Adjust B/Pay	Ex. Spr Runs
12/08/2013	05/08/2013	Annual	11					C - Promotion		
16/08/2011	01/07/2012	Annual	11					A - Annual Review	Yes	
05/07/2011	01/07/2012	Annual	11					K - CEC, IEA Agree	Yes	
15/03/2011	01/01/2012	Annual	11					A - Annual Review	Yes	
28/10/2011	18/10/2011	Annual	11					G - CEC Negotiatic	Yes	
27/10/2011	18/10/2011	Annual	11					E - Salary Adjustm	Yes	
01/07/2011	01/07/2011	Annual	11					G - CEC Negotiatic	Yes	
18/04/2011	18/04/2011	Annual	11					B - New employee		

Union Award: 11 - 2011IEA - 38.0 Hours

Grade/Step: 11

Hours per period: 76.00

Pay frequency: Fortnightly

Close

3606 - Harrison (Jo)
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3606

Withheld under section 9(2)(a)

18 September 2014

Joanne Harrison
General Manager Organisational Development
Ministry of Transport
Wellington

Dear Joanne

The last year has been very successful for the Ministry as we delivered a number of important pieces of work, made great progress on our two year plan, received positive feedback following the PIF review and achieved a marked improvement in staff engagement. I would like to thank you for the significant contribution you made to our success.



As discussed, I wish to develop a new remuneration approach for General Managers and am committed to working with you, and the rest of MLT, to consider possible options.

Thank you again for your contribution to the Ministry and I look forward to working with you in the coming year.

Yours sincerely

Martin Matthews
Chief Executive



Joanne Harrison FCIPD

26/05/2015

Dear [REDACTED]

Further to the advert placed on the Ministry website, I would like to express interest in applying for the permanent General Manager role in Organisational Development.

I am currently General Manager, Organisational Development & Shared Services at the Ministry on a fixed term contract.

I am a key strategic adviser to the Chief Executive and the leadership group with responsibility for teams across HR, Communication/Media, Knowledge & IT systems, project support, and professional development.

I also have international experience in financial, retail & public services, with additional strategic growth/acquisition exposure & operational P/L accountability. I have a proven record of achievement in business development with tangible results.

I believe I am a pragmatic, inclusive and highly energised leader; I have achieved success building high performing, customer centric teams that sustain results and deliver continued performance improvements over time.

I am a Chartered Fellow of CIPD (chartered institute of personnel & development) awarded to seasoned professionals with 15 years+ experience and a successful history including annual professional development commitment. I hold Masters Level 7 as a graduate of CIPD

My recent performance reviews rate as '*exceeding expectations*' and more recently I have successfully led the PIF review on behalf of the Ministry and improved the Gallup engagement scores to 4.64 in the Organisational Development group, contributing substantially to the Ministry score of 4.24 – leading the public sector in New Zealand.

I appreciate your consideration of my application and look forward to hearing back from you.

Kind Regards



Joanne Harrison FCIPD

[REDACTED]

From: Martin Matthews
Sent: Tuesday, 30 June 2015 4:46 p.m.
To: [REDACTED]
Subject: GM OD

Hi [REDACTED]

I have interviewed Jo this afternoon and considered the results from the assessment. She has been in this role for an extended period on a fixed term basis and I am satisfied she is experienced, capable and performing very well in this role. I have therefore decided to appoint Jo to the position of GM (OD).

Can you please arrange for an offer and contract to be drafted based on her current terms and conditions.

Thank you.

Martin



3606

Withheld under section 9(2)(a)

30 June 2015

Joanne Harrison
General Manager
Ministry of Transport
Wellington

ENTERED 2/7/15
Employment details changed

Dear Joanne

Variation to Employment Agreement

I am delighted to confirm our verbal offer and your acceptance of the position of General Manager Organisational Development on a permanent basis.

This permanent appointment will take effect from 1 July 2015. All other terms and conditions in your current employment agreement remain the same.

A copy of the position description is attached.

To formally accept this variation to your employment agreement please sign the bottom of this letter and return it to [redacted] in People & Business Support.

Congratulations on this permanent appointment.

Yours sincerely

Martin Matthews
Chief Executive

I accept the above variation to my Employment Agreement with the Ministry of Transport.

.....
Joanne Harrison

3/7/15
.....
Date



Register of Interests – 30 June 2015

Name	Role in Ministry of Transport
Jo Harrison	GM OD.

This form is distributed for completion to all staff members on joining the Ministry of Transport (the Ministry), and to all existing staff members at 30 June each year to ensure information is current. Forms are kept by Change, People and Development.

Should the circumstances as declared change or new circumstances arise, please inform your manager and Change, People and Development immediately so that the change can be noted.

Privacy Act Statement:

- o The Ministry is collecting this information for the purpose of monitoring interests of staff members that may constitute a conflict of interest with their duties as public servants
- o The Ministry is the sole intended recipient of the information, which will only be made available to Ministry staff who need to know for business purposes
- o The Ministry is both the collector of, and the repository for, the information and the information declared will be stored in a confidential file held by Change, People and Development
- o The collection of the information is required pursuant to the requirements of your employment agreement with the Ministry
- o Failure to provide relevant information could constitute a breach of your employment agreement and lead to the termination of your employment with the Ministry
- o You have the right at any time to request access to, and to request correction of, your personal information held by the Ministry

Section One – Financial Interests

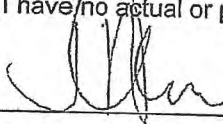
In accordance with the terms of your employment agreement with the Ministry, please declare –

- o any transport related financial interests, including shareholding (excluding indirect shareholding through managed funds), and directorships you currently hold. This includes interests in commercial enterprises (such as transport industry-related companies), positions on Boards of Directors (paid and non-paid), and trusteeships.
- o any transport-related secondary employment or activities (including self-employment, board appointments or other commercial or voluntary activities) being undertaken concurrently with your employment by the Ministry.

Organisation	Interest (position held, shares, etc)	Term of position (if applicable)

OR

Nil return
I have no actual or potential conflict of interest issues from financial interests to declare.



Signature of staff member

30/6/2015
Date

Section Two - Personal Relationships or Kinship

An actual/ potential conflict of interest may arise from business, kinship or other personal relationships eg, a staff member may have a close business/ personal relationship with a party who may have strong connections with a participant in the transport sector (eg KiwiRail, Air New Zealand) or a relationship with a person/ company which is doing or tendering for Ministry work (eg a consultancy firm).

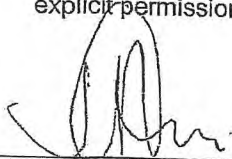
Organisation	Name of Other Person and their Role in the Organisation	Nature of the Relationship

Nil return
I have no actual or potential conflict of interest issues from personal relationships to declare.

When you become aware that such a conflict exists (or may exist), you must refer the matter to your manager if a decision has to be made by you/ your team which would directly affect a person with whom you have a relationship.

Acknowledgement:

- I have read the above and agree to advise my manager immediately should I become aware of an actual or potential conflict of interest arising as a result of business, or personal relationships or kinship.
- I acknowledge that any information I acquire as an employee of the Ministry is confidential to the Ministry and will not be disclosed to any of the organisations listed above unless I have explicit permission from the Chief Executive of the Ministry of Transport.



Signature of staff member

30/6/15
Date



3606

9 September 2015

Joanne Harrison
General Manager Organisational Development
Ministry of Transport
Wellington

ENTERED

16/9/15



Dear Jo

The last year has been very successful for the Ministry as we delivered a number of important pieces of work, successfully wrapped up our two year plan, achieved a marked improvement in staff engagement and reached our NZIER target of 7.6. I would like to thank you for the significant contribution you made to our success.



Your increase will be back dated to 1 July 2015 and processed with the pay on Wednesday 23 September.

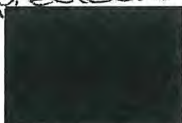
Thanks again for your contribution to the work of the Ministry – it is greatly appreciated.

Yours sincerely

Martin Matthews
Chief Executive



This calculation is in line with what has been done in previous years



21/9/15

