



8 April 2026

Tēnā koe

### **Official Information Act request**

Thank you for your email of 13 February 2026, requesting information about the Ministry of Social Development (the Ministry)'s Collective Agreement clause providing Māori PSA members with paid discretionary leave for cultural obligations.

I have considered your request under the Official Information Act 1982 (the Act). Please find my decision on each part of your request set out separately below.

- 1. A copy of the relevant collective agreement clause(s), including any explanatory notes or guidance issued to managers*

The Ministry has located wording within its Leave Management Guide (which is an internal guide and not part of an employment agreement), which was agreed with PSA and specifies:

#### **Māori Staff**

*When considering leave applications for Māori staff you should be aware that Māori culture is deeply rooted in the importance of whanau (family), hapū (sub-tribe) and iwi (tribe) connections. As such, the expectations of Māori staff regarding leave may be influenced by these cultural values and may require greater consideration.*

Within the Service Delivery and National Office collective agreements, there is a clause that could cover this type of request – however discretionary leave is just one option for how recognition can be made when someone undertakes such duties outside their normal duties.

#### **3.1.1 Recognition of Tikanga Māori and Te Reo skills**

*The employer shall take into account for purposes of recognition proficiency in Te Reo where the needs of a job demand such skills. Where employees are called upon by MSD to use Tikanga Māori and Te Reo Māori in circumstances outside their job requirements and where such duties are above and beyond the normal requirements of the employee, MSD may recognise such contributions either financially or otherwise.*

*Examples of recognition could include preparation time, resources in support, funds for kai for manuhiri (visitors), paid time off/discretionary leave.*

*Financial recognition will not be additional to the Te reo allowance if applicable.*

There is also a Bereavement leave clause which provides consideration for cultural obligations:

*Obligations for tangihanga/bereavement leave may exist because of blood or family ties, close association, or because of particular cultural requirements, such as attendance at a Tangihanga, Hura Kohatu or equivalent event.*

2. *Since the clause came into effect, broken down by year:*

- a. the total number of staff who have accessed this paid discretionary leave*
- b. the total number of days of leave taken under this provision*
- c. the total salary cost associated with this leave.*

Ministry collective agreements don't have a specific Discretionary Leave clause that relates to cultural obligations. Our discretionary leave provision covers a wide variety of reasons. Reasons may be recorded in comment fields which would require manual review and categorisation which makes obtaining this information unfeasible.

In addition to the data captured within our pay systems not being relevant to this query, there are other restraints which would make provision of this information difficult. We would not be able to associate the salary someone was on at the time of taking leave to generate the total salary costs associated with the leave. This is compounded by a change in payroll systems in 2024 which makes extracting information prior to July 2024 both time and resource intensive.

To provide you with this information, the Ministry would need to divert personnel from their core duties and allocate extra time to complete this task. The diversion of these resources would impair the Ministry's ability to continue standard operations and would be an inefficient use of the Ministry's resources. As such, your request is refused under section 18(f) of the Act, as it requires substantial collusion. The greater public interest is in the effective and efficient administration of the public service.

I have considered whether the Ministry would be able to respond to your requests given extra time, or the ability to charge for the information requested. I have concluded that, in either case, the Ministry's ability to undertake its work would still be prejudiced.

3. *The date this clause came into affect, the next date of contract renegotiations with the PSA and whether any minister was involved or informed when this clause was negotiated.*

The Tikanga clause featured in the Work and Income collective agreement appears to date to 2010, as it was in the 2010 version, and doesn't appear to have been in the 2008 version. The wording within the Bereavement clause was in the 2008 collective and doesn't appear in earlier versions.

Specific wording of clauses typically does not require involvement from Ministers. However, they may be informed at a high level about the progress of collective bargaining.

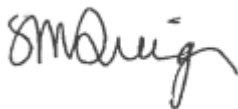
I can confirm we will be entering bargaining with the PSA for all Ministry collective agreements again this year – ranging between May/June and August/September.

I will be publishing this decision letter, with your personal details deleted, on the Ministry's website in due course.

If you wish to discuss this response with us, please feel free to contact [OIA\\_Requests@msd.govt.nz](mailto:OIA_Requests@msd.govt.nz).

If you are not satisfied with my decision on your request, you have the right to seek an investigation and review by the Ombudsman. Information about how to make a complaint is available at [www.ombudsman.parliament.nz](http://www.ombudsman.parliament.nz) or 0800 802 602.

Ngā mihi nui

pp. 

Anna Graham  
**General Manager**  
**Ministerial and Executive Services**