Under the Employment Relations Act 2000

BEFORE THE EMPLOYMENT RELATIONS AUTHORITY
AT WELLINGTON

File No.

BETWEEN **NEW ZEALAND PUBLIC SERVICE ASSOCIATION TE PUKENGA HERE TIKANGA MAHI**
PSA House, Level 4, 11 Aurora Terrace, Wellington 6011

Applicant

AND **ANNA ADAMS KC, CHIEF EXECUTIVE, CROWN LAW**
Justice Centre Level 2 19 Aitken Street, Wellington 6011

Respondent

STATEMENT OF PROBLEM

2 November 2026

PRESENTED FOR FILING BY:
Catherine McNamara
Solicitor
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COUNSEL INSTRUCTED:

Peter Cranney

Oakley Moran

TO: The Employment Relations Authority

AND TO: The Respondent

1. The problem the applicant wishes the Authority to resolve is a breach of a collective agreement, breach of good faith.

2. The facts giving rise to the problem are:

Parties

2.1 The applicant is a union.

2.2 The respondent is the Chief Executive of a Public Service Department.

Contractual Context

2.3 The applicant and the respondent are parties to a current collective agreement binding on them and the applicant's members employed by the respondent.

2.4 Clause 2 of the collective agreement is entitled "Crown Law/PSA Relationship."

2.5 The introduction to clause 2 provides that the "the parties to this collective agreement recognise that their interests are mutually dependent," and that "our relationship principles provide a framework for the way that we work together."

2.6 Clause 2.2 is entitled Ngā Kaupapa. The clause states that Crown Law and the PSA agree that these principles "can help guide and support the parties".

2.7 The clause goes on to list the principles and states they give an "insight into Te Ao Māori and outline our underpinning engagement behaviours."

2.8 The Ngā Kaupapa principles are then listed in both Te Reo Maori and English as follows:

2.8.1 Rangatiratanga: empowering Māori leadership;

2.8.2 Whānaungatanga: encouraging personalisation and high trust;

2.8.3 Kaitiakitanga: protecting Māori to secure working conditions and cultural identity;

2.8.4 Manaakitanga: encouraging health and wellbeing in the workplace

2.8.5 Wairuatanga: promoting cultural behaviour;

2.8.6 Whakahiato Umanga: career development;

2.8.7 Whakamana: developing effectiveness;

2.8.8 Kotahitanga: building solidarity and unity.

2.9 Clause 2.3 of the collective is entitled "Relationship principles – Spirit of Partnership". The clause states that "Crown Law recognises the spirit of partnership with those involved in its operation, and the importance it plays."

2.10 The clause goes on to outline that Crown Law leadership and the PSA's relationship is based on the following underpinning principles and expectations:

2.10.1 Respect for the independence of each other including each other's specific responsibilities, accountabilities and their mutual and differing interests.

2.10.2 Recognition of the value of a productive and ongoing relationship between Crown Law and the PSA and the promotion of collective bargaining in good faith to achieve this productive and ongoing relationship.

2.10.3 That wherever possible issues are resolved at the lowest level close to where they arise.

2.10.4 Acknowledgement that as the collective representative and leader of its members in Crown Law, the applicant is a key stakeholder.

2.10.5 A relationship based on honesty and 'no surprises'.

2.10.6 Information sharing.

2.10.7 Timely and effective participation in decision-making processes.

2.10.8 Advancing the effectiveness of Crown Law and its ability to provide quality services and outcomes for clients and employees, and to manage within the resources available and meet its statutory obligations.

2.10.9 The use of a problem-solving approach to address issues aiming to build a view that is generally acceptable.

2.10.10 Undertaking to always engage with each other in good faith.

2.11 Clause 4.1.3 deals with organisation and structure and contains details about the legal advice and representation services that Crown Law performs for the government.

2.12 Clause 4.1.3 provides that "Crown Law is committed to ensuring Te Ao Māori and [Te] Tiriti inform how we work."

2.13 The clause goes on to list values that Crown Law team members strive to demonstrate "in interactions with each other, our client and in all we do."

2.14 Clause 4.1.5 states that Crown Law is committed to having an "inclusive, respectful and responsive organisational culture which enables good and safe working conditions, equitable career opportunities and maximum participation for all employees."

2.15 Clause 4.1.9 commits the parties to "ensuring that everyone is treated with dignity and respect at work and to support positive workplace behaviours."

2.16 Clause 4.2 is entitled "Working Together".

2.17 The clause provides at clause 4.2.2 that "the success of Crown Law meeting its vision is the result of teamwork with people working together in the spirit of partnership," and that "Crown Law is committed to promoting harmony and for ensuring that consultation and co-operation are the basis for relationships amongst all people at Crown Law."

2.18 The clause goes on to identify an aim "to have effective communication so that discussions on matters arising out of employment can be initiated by employees or their Manager."

2.19 Clause 4.3 is entitled "Te Tiriti and Māori perspective".

2.20 The clause states that "Crown Law is committed to fulfilling its Crown obligations and upholding the principles of Te Tiriti in partnership with Māori."

2.21 The clause goes on to state that this "involves being responsive to the needs and perspectives of Māori in every facet of its business and day to day practice."

2.22 The clause provides that "Crown Law will involve Māori employees in the design and implementation of policies and practices to develop capability of the organisation in order to deliver appropriate quality services to Māori."

2.23 Clause 4.7 is entitled "Good Faith Principles".

2.24 This clause states that "Crown Law and employees recognise that their interests are mutually dependent" and that, "*in addition to mandatory good faith principles*, the parties recognise the following:

> • *The importance of employee views being taken into account, because the relationship between Crown Law and employees is a key determinant*

of Crown Law achieving its goals,

• The importance of the workplace relationships between employees and their Manager to resolve issues in the first instance. Crown Law encourages and emphasises early resolution, fostering a high trust environment and direct discussions between Employees and their Managers in a timely way when an issue arises. (The parties acknowledge that employees may seek to be represented at any time).

• The importance of the role of the PSA as the representative of its members employed in the business.

• Crown Law is a stronger workplace when employees are involved in decisions we need to make.

2.25 Clause 5.4.7 states in relation to "adhoc flexible working arrangements" that "very few roles operate independently from others at Crown Law."

2.26 Clause 14 is entitled "Managing Change".

2.27 Clause 14.1.1 states that "Crown Law recognises that change may have an impact on our people and is committed to ensuring that any change being considered remains focussed on our ways of working."

2.28 Clause 14.1.2 provides that "change may be large or small" and that it "may affect a structure, technology or a process," and that "when change will have a significant impact, it will be managed in accordance with the following principles:

• Crown Law will communicate the need for change early and actively and will make all reasonable efforts to help employees understand why change is being explored or introduced.

• Consultation will be early, ongoing, honest, and timely: where significant change is contemplated, Crown Law will consult affected employees and the PSA at the earliest opportunity and provide regular updates on progress and decisions.

• Consultation will be genuine: the parties recognise that consultation requires genuine consideration of their respective positions Employees and the PSA will have a genuine opportunity to influence the change. • The change process will be transparent: the process by which change will be progressed will be clearly advised to all affected employees and the PSA.

• Wherever practicable, the PSA will be given an opportunity to have a representative on the body charged with managing the process of significant change, e.g. the project team.

• The timeframes for change will reflect the needs of Crown Law and of individual employees. Every effort will be made to ensure that both business service delivery and employee wellbeing is maintained."

2.29 Clause 14.1.4 states that "changes in Government policy, demand for services, levels of funding or the need for organisational change (which may include changes in work methods or technology) may lead to a requirement for a reduction in employee levels or the re-organisation of work."

2.30 The collective agreement recognises change may lead to a reduction in employee levels or the re-organisation of work (clause 14.1.4).

2.31 In such circumstances the respondent will consult with the applicant at the earliest practical time (clause 14.1.5).

2.32 The collective agreement requires that final decisions about change made by the respondent occur after consultation and consideration of feedback from the applicant and the respondent's employees (including the applicant's members) (clause 14.1.6).

<u>Proposal for consultation Crown Law Leadership Team</u>

2.33 In June 2026, the respondent commissioned a Performance Improvement Review of the Crown Law Office (the PIR).

2.34 On 19 June 2026 the respondent informed staff at Crown Law that the PIR had been commissioned, having announced it in-person at an all-staff meeting on the same date.

2.35 The respondent stated that the PIR "findings will inform a set of practical improvements to further strengthen Crown Law's performance, client service and future readiness."

2.36 The respondent stated that "the PSA have been told and PSA members are encouraged to talk to your delegates."

2.37 On 20 August 2026, PSA delegates met with Crown Law People and Capability staff to discuss the PIR.

2.38 At this meeting, PSA delegates asked questions about the PIR, particularly how independence would be maintained given the explanation of the PIR process posted on the Crown Law intranet suggested that the PIR would be drafted "in consultation" with the respondent.

2.39 The PSA delegates ask for a copy of the PIR while it was in draft. No draft was provided.

2.40 The final PIR was released.

2.41 On 16 September 2026, PSA delegates asked additional questions about the PIR.

2.42 No response has been received.

2.43 There was no consultation or prior notice of the PIR in relation to kaimahi Māori who work at Crown Law, many of whom also members of the PSA.

2.44 On 24 September, the PIR is released publicly and also circulated to Crown Law staff including PSA delegates and Māori staff for the first time.

2.45 The PIR described itself as an independent assessment of "Crown Law's capability, performance and readiness for the opportunities and challenges that lie ahead."

2.46 The respondent stated the review was intended to inform the direction of the respondent over the next five years and to ensure the respondent met the expectations of government and the New Zealand public.

2.47 The Respondent had drafted an introductory statement to the PIR entitled "Crown Law's commitments".

2.48 The commitments included that to "properly represent the government and support the law officer functions, Crown Law must have a national legal practice with a prominent and dynamic presence in Wellington and Auckland".

2.49 The same date and time the PIR was released, the respondent released a document entitled *Crown Law 2030: Legal excellence in the service of government, the public and the rule of law*.

2.50 The respondent described this document to the applicant's members on an intranet as a response to the PIR "in the form of a plan".

2.51 The cover email from the respondent to staff stated: "If you have any reactions or questions that you would like to share, please email crownlaw2030@crownlaw.govt.nz ."

2.52 There had been no prior engagement or consultation with the PSA about *Crown Law 2030.*

2.53 *Crown Law 2030* described the direction of the agency to 2030.

2.54 Changes to direction of the Agency announced in Crown Law 2030 include:

2.54.1 contributing actively to the development of the law;

2.54.2 engaging more closely with and leading the Government Legal Network and the Crown Solicitor Network;

2.54.3 capability in Auckland being strengthened; and

2.54.4 strengthening the Agency's core legal practice and operating model including defining senior leadership accountabilities for the law officer functions, government legal system engagement, Crown civil litigation, criminal appeals and public prosecutions, and the respective roles of counsel, legal support staff and technology.

2.55 On 8 October 2026, PSA delegates again met with People and Culture staff for the respondent and expressed further concerns about the PIR, re-iterated questions about how independence would be maintained and asked why the tier two Crown Law leadership (Deputy-Solicitor Generals) were not given an opportunity to give feedback on the PIR, which is the process outlined on the Public Service Commission's guidance for the conduct of independent performance reviews, available on their website.

2.56 The PSA delegates also asked for a copy of the instructions provided to the independent reviewers.

2.57 On 12 October 2026, PSA delegates received an email from the acting Deputy Chief Executive Rob Glennie about the concerns raised at the 8 October 2026 meeting.

2.58 Mr Glennie asserted that he had "discussed the matters raised with the [respondent]" and that the PIR process is not a change proposal.

2.59 On 12 October 2026, the Criminal Group within Crown Law (many of whom are PSA members) submitted a Memorandum to the respondent that raised serious concerns about the accuracy of aspects of the PIR. The memorandum noted:

2.59.1 It appeared the PIR has drawn conclusions based upon a small number of

interviews rather than a comprehensive survey of the Criminal Group's activities.

2.59.2 Responses to the *Crown Solicitor Annual Questionnaire* had been significantly more positive than interviews quoted in the PIR.

2.59.3 The memorandum encouraged any change proposals to be based upon a comprehensive survey;

2.59.4 The PIR's low rating of Crown Law's values, behaviour and culture is inconsistent with the most recent *Te Taunaki Public Service Census* results;

2.59.5 The PIR used the phrases "winning" and "losing" in relation to the Crown's cases, which is inconsistent with the description of the prosecutor's role in the Solicitor-General's Prosecution Guidelines and the duties on prosecutors under the Lawyers and Conveyancers Rules of Conduct and Client Care;

2.59.6 The PIR seemed to suggest the Criminal Group should have a "client relationship" or a "partnership" with the Crown Solicitor Network, a view is based on a misunderstanding of the relationship between the Solicitor-General and Crown Solicitors;

2.59.7 The PIR questioned the "narrative" provided by Crown Law employees that the flexibility of their work allows for a more family friendly working environment and that Crown Law is an incubator for female legal and litigation talent in senior courts.

2.60 On 12 October 2026, late in the afternoon, a PSA organiser was told that a Change Proposal would be circulated at Crown Law the next day.

2.61 No details were given.

2.62 On 13 October at 8:17am, Crown Law's Chief People Officer told PSA delegates that a Leadership Team change proposal would be coming.

2.63 No details were given.

2.64 On 13 October 2026, the Solicitor General emailed all Crown Law staff with a 30-page document entitled "Proposal for Consultation Crown Law Leadership Team" attached.

2.65 The change proposal mentioned the applicant once on page 28 under the heading

"Timeline and transition" and incorrectly stated the applicant had been informed on 12 October 2026.

2.66 The applicant did not receive the document until 13 October when it was released to all Crown Law staff.

2.67 The proposed main impact of the change proposal was disestablishing two Deputy Solicitor-General (DSG) roles (Office of the Attorney-General and Criminal) and replacing those roles with three new DSG roles (Law Officer and Cabinet; Government Legal System; and Prosecution Advocacy).

2.68 Implications of the new proposed structure for teams operating under the DSGs include:

2.68.1 The current criminal group's work would be split between two new DSGs (Government Legal System for oversight of Crown Solicitors Network, mutual assistance and extradition; and Prosecution Advocacy for leadership of prosecution advocacy);

2.68.2 The Public Prosecution Unit's oversight of the Crown Solicitor Network role would be split between the DSG Government Legal System, and the Deputy Chief Executive Strategy and Corporate (as regards the financial management aspect of the work);

2.69 The document did not identify where the current Treaty and human rights teams' work would sit.

2.70 The change proposal mentioned Te Tiriti o Waitangi once in relation to a proposed new "Deputy Solicitor-General Law Officer and Cabinet" role.

2.71 There was no mention of Māori staff within the change proposal.

2.72 On 13 October 2026, PSA organiser Esther Bowater sought an extension to the timeframe until 27 October 2026 given the proposal was released a day later than it stated, which was declined by Crown Law.

2.73 The timeframe for submissions on the change proposal ran from 13 October 2026 until 23 October 2026, a total of 9 working days.

2.74 This period was significantly shorter than previous comparable change proposals.

2.75 On 14 October 2026, the respondent circulated a one-page summary diagram of the change proposal to all staff. There were inconsistencies between the diagram, and

the 30-page change proposal document.

2.76 On 15 October 2026, various drop-in sessions were held with all Crown Law staff, and with specific teams.

2.77 Other one-hour and in-person drop-in sessions were scheduled for the remaining days of the consultation period.

2.78 The drop-in sessions were held with Maeve Neilson, the Director for Organisational Change at Crown Law, not the respondent. Ms Neilson is a secondee to Crown Law and had only been a part of the organisation since late September 2026.

2.79 Ms Neilson was therefore unable to answer many staff questions during drop-in sessions and frequently recorded that questions asked were "for the Solicitor-General".

2.80 On 15 October 2026, on the evening of the first day of consultation, the respondent sent a 5-page long email to all Crown Law staff.

2.81 In that email she:

2.81.1 Expressed thanks to "everyone who had provided feedback, shared views or sought clarification,"

2.81.2 Stated that she was "particularly grateful" to the majority of staff who have made a real effort to contribute constructively, professionally and politely,"

2.81.3 Stated that she and Public Service Commissioner Sir Brian Roche were committed to the "high aspiration" of Crown Law 2030 and that he spoke of the "strong support" for Crown Law 2030 vision and her vision for Crown Law,"

2.81.4 Stated that Sir Brian Roche recognised that "we have to start somewhere and our leadership team is logical starting point."

2.81.5 Listed 12 "similar" questions which she stated had been raised in several submissions.

2.81.6 Noted that there have been requests to extend the consultation and states that the deadline remains.

2.81.7 Asked that the recipients as her "colleagues and staff are respectful" of the reasons for the deadline and focus on providing feedback in a manner than "supports the Office and me as Solicitor General".

2.81.8 Outlined four broad phases of work to follow this change proposal including phase three: a change to the operating model, and phase four: implementation and transition.

2.81.9 Described phase one as *Cown Law 2030*, and phase two as the current change proposal (to the leadership team)

2.81.10 Aggressively criticised employees with incorrect allegations of misconduct in meetings and in emails including expressed criticism of employees for unfortunate conduct in meetings including hostility, verbal aggression, prosecutorial-style cross-examination, overpowering and threatened to hold staff accountable

2.82 There was no mention of the PSA or Māori staff in the 15 October 2026 email.

2.83 On 16 October 2026, the respondent informed staff of changes to the format of the following week's drop-in sessions through her Executive Assistant.

2.84 The respondent stated that there would be Teams rather than in-person meetings about the proposal change, that meetings would be for 30 minutes rather than an hour and that the focus was to be on feedback rather than questions.

2.85 PSA delegates asked Ms Neilson about the rationale for these format changes.

2.86 Ms Neilson replied that while staff were still welcome to raise questions, the intention was to "focus…more closely on the scope of the current Proposal" and that "the move to shorter online sessions is intended to make the scheduled sessions accessible and focussed on the substance of the Proposal".

2.87 Between 16-19 October 2026 Crown Law staff teams raised a number of questions about the proposed changes via email. Responses were provided by way of email from the respondent. But the responses did not answer the questions raised and instead asked staff for feedback.

2.88 On 20 October 2026, the respondent sent an FAQ document to Crown Law staff which acknowledged that the proposal envisages changes to the work and structure of the teams reporting to the leadership team.

2.89 The respondent informed staff through her executive assistant that she would attend the scheduled 30-minute 2pm drop-in session, that it would be in person rather than on Teams, but that no recording would be made.

2.90 The email also noted that the respondent was "keen that today's feedback session focusses more on providing and sharing feedback" and asked questions to be sent to Ms Neilson by way of email instead.

2.91 This was the only session with staff regarding the change proposal attended by the respondent.

2.92 A number of Crown Law staff informed the respondent by email that they were unable to come to the 2pm session due to various work commitments including court appearances, and asked for a recording to be made. This was denied.

2.93 Prior to the meeting on 20 October 2026, PSA delegates informed the respondent that PSA National Sector Leader Ms Rowsell would attend the meeting.

2.94 Before the meeting, Ms Rowsell introduced herself to the respondent.

2.95 The respondent asked Ms Rowsell if she was Crown Law staff member, Ms Rowsell said she was not and that she was from the PSA.

2.96 The respondent told Ms Rowsell the meeting was for staff only and that she needed to leave.

2.97 Ms Rowsell told the respondent that she was there to represent the staff and that PSA members had asked her to be there.

2.98 The respondent repeated her demand.

2.99 Ms Rowsell asked if the respondent was kicking her out.

2.100 The respondent confirmed she was.

2.101 Ms Rowsell packed her things and left.

2.102 On 22 October 2026, PSA National Secretary Fleur Fitzsimons wrote to the respondent raising serious concerns about the proposal for change including breaches of the collective agreement, the timing of it in relation to the General Election, breaches of good faith, the removal of Ms Rowsell from the meeting and sought a copy of the Teams meeting referred to in a 15 October 2026 email from the Solicitor General. The letter requested that the change proposal be withdrawn and that a meeting be held about the serious concerns raised.

2.103 On 23 October 2026, the respondent replied to Ms Fitzsimons. She asserted she had not breached the collective agreement or good faith obligations and claimed that no notice was given to Crown Law about Ms Rowsell attending the meeting on 20

October 2026.

2.104 The respondent noted the request for a copy of recording of the Teams meeting referred to in her 15 October 2026 email but did not provide it.

2.105 The respondent refused to withdraw the change proposal and refused to meet except about "broader relationship issues" and invited Ms Fitzsimons to submit a request for such a meeting.

2.106 On 23 October 2026, the Criminal Team submitted feedback on the change proposal noting that the proposal appeared to reflect a significant organisational redesign, including:

2.106.1 The proposed position descriptions did not simply describe leadership responsibilities.

2.106.2 They redistributed functions, altered operational accountabilities, and reshaped the way core areas of Crown Law's work were intended to interact.

2.106.3 The constitutional need for prosecutorial independence had not been adequately considered in the development of the proposal.

2.106.4 The arrangements for the separation of the prosecution function from government warranted a degree of consultation and scrutiny consistent with their constitutional importance.

2.107 The Group sought more time for consultation; reconsideration of the proposed separation of appellate criminal advocacy from prosecution stewardship and Criminal Law Officer functions; and the testing of less disruptive options against clear criteria before settling on a leadership redesign.

2.108 On 23 October 2026, the applicant submitted feedback reflecting serious concerns raised by the PSA members at Crown Law regarding the change proposal.

2.109 On 28 October 2026, Ms Fitzsimons wrote to the respondent repeating the concerns about the breach of the collective agreement, the removal of Ms Rowsell from the meeting and requested details of who within the Government has been briefed about the proposed change.

2.110 Ms Fitzsimons asked the respondent again to withdraw the change proposal and comply with the collective agreement.

2.111 The letter stated that the PSA intended to file legal proceedings in the Employment Relations Authority without further notice. Given this, further steps that limit the remedies available to the PSA should not be taken.

First Issue -Breach of good faith and breach of the collective agreement -consultation with affected staff

3. The change proposal envisages significant change which reorganises the work of most of the applicant's members.

4. In correspondence with staff, the respondent has repeatedly asserted that only tier 2 positions (Deputy Solicitor Generals) are "directly affected" by this change proposal. Most recently in an email to all Crown Law staff on 29 October 2026, the respondent accepted that the Executive Assistants of the Deputy Solicitor-Generals are also directly affected but still asserts that the change proposal only affects "[four] employees out of 200".

5. The proposal is a significant organisational redesign. In light of Crown Law's unique leadership, the structure the Deputy Solicitor-Generals exercise constitutional functions and powers and teams are structured around the leadership to support them to do this. Therefore, a change to the leadership structure has consequences for all staff, and constitutional implications. These include without limitation:

5.1 The need to ensure both the fact and perception of public prosecutorial independence is reflected in the role and team structure of the DSG Criminal, who performs functions attached to the prosecution oversight role of the Solicitor General; and the Criminal teams and the Public Prosecution Unit which all report directly to the DSG Criminal.

5.2 The change if implemented would diffuse the current DSG Criminal role across multiple portfolios, including those held by DSGs representing government Ministers in litigation.

5.3 The change risks weakening the perception that prosecutorial independence is being maintained.

5.4 The criminal team's work would also be dispersed across several DSG roles in a manner which would reduce staff roles to only one area of practice where there are currently multiple strands (for example, criminal appeals, mutual assistance, considering requests to appeal, and extradition). Separating these strands into different teams would appear to dramatically change the nature of the current role for criminal crown counsel.

5.5 The Constitutional and Human Rights and Treaty teams report to a DSG who is being disestablished, with different aspects of their existing work seemingly dispersed among several different DSG roles. It is inevitable the team structures must change, and/or the nature of the work staff within them do, in order to support the new roles.

6. The respondent is consequently required to consult with affected staff in accordance with the collective agreement and section 4 of the Employment Relations Act 2000 but has not.

7. The principles impose a positive duty on the respondent and there are strong public policy reasons for this of benefit to the services to the public, the respondent and her employees.

8. The proposed decisions about the Leadership Team are wide-ranging and significant.

9. The further changes to the underlying team structures at Crown Law, described by the respondent as "phase three" of change, will be predetermined to a significant extent by the leadership change decisions proposed now. In that way, the respondent's distinction between phase two and phase three is artificial, and it is critically important that clause 14 is complied with during phase two.

10. The context for the breach is:

10.1 Busy staff, many of whom were in or preparing for court hearings, were given the shortest public-sector consultation period in the last three years. Reasonable requests for extensions were denied. No cogent reason for the short timeframe was provided.

10.2 Staff were not given adequate information to understand the proposal, or its aims. In part, this lack of information arises from the artificially phased approach to organisational restructuring adopted by the respondent. This approach artificially divorces the leadership structure from the teams organised to support those leaders.

10.3 On the first day of consultation, committed staff asked genuine questions to try to understand the change proposal, and pass on concerns about some of the constitutional implications of the proposal. That same day, the respondent sent all staff an email (described above at [X]) which had a chilling effect on staff questions. This email was followed by other emails which limited the length of drop-in sessions, and requested feedback rather than questions.

11. These issues were raised with the respondent by letters dated 21 October 2026 and 28 October 2026, and a meeting about the issues was requested, but the respondent has failed to remedy the breach and refused to meet to discuss.

Second issue - breach of the collective agreement, breach of good faith -right to representation, right to represent, and engagement with the union

12. The ejection of Ms Rowsell from the meeting on 20 October 2026 was a breach of the respondent's obligations under the collective agreement.

13. Employees are entitled to representation. This includes the right to choose union representation. The applicant is entitled to represent its members' collective employment interests (sections 3(a)(iv), 236, 12(a) and 12(d) Employment Relations Act 2000).

14. The collective agreement (clause 2.3) promotes partnership and respect between the applicant and the respondent and sets out significant obligations in regard to how the parties engage with one another.

15. The respondent's good faith obligations require her to at least:

    15.1 be active and constructive in establishing and maintaining a productive employment relationship with the applicant and its members; and

    15.2 be constructive and communicative in its dealings with the applicant and its members.

16. By ejecting the applicant's official from the meeting on 20 October 2026, the respondent breached her good faith obligations to the applicant and to the applicant's members.

17. By letters dated 21 October 2026 and 28 October 2026 these issues were raised with the respondent and a meeting was requested to discuss them, but the respondent has failed to remedy the breach and refused to meet to discuss them.

18. The applicant seeks the following remedies:

    18.1 A determination that the respondent has breached the collective agreement in relation to consultation obligations with employees and the applicant.

    18.2 A determination that the respondent has breached the relationship obligations of the collective agreement.

    18.3 A determination that the respondent has breached good faith.

    18.4 A compliance order requiring the respondent to comply with the collective agreement before decisions are made on the proposal.

    18.5 A determination requiring the respondent to comply with the enhanced relationship obligations toward the applicant which are contained in the collective agreement.

18.6 A compliance order requiring the respondent to comply good faith obligations before decisions are made on the proposal.

18.7 Costs.

19. The applicant attaches copies of the following documents (which the applicant says are relevant to the problem):

19.1 Collective agreement.

19.2 PIR

19.3 Crown Law 2030

19.4 Change proposal document.

19.5 Email dated 15 October 2026 Solicitor General to Crown Law staff.

19.6 Correspondence between applicant and respondent.

19.7 Criminal Team feedback on the PIR dated 12 October 2026 and on the change proposal submitted on 23 October 2026.

19.8 PSA final submission on the change proposal dated 23 October 2026.

19.9 Criminal team feedback on the change proposal, dated 23 October 2026.

20. The parties have not attended mediation. The applicant seeks an urgent time-bound direction following which if the matter does not settle, an application for a priority fixture will be made.

21. This application is accompanied by the prescribed fee of $71.55.

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2 November 2026

Catherine McNamara

Solicitor for applicant

This Statement of Problem is filed by Catherine McNamara solicitor, New Zealand Public Service Association Te Pūkenga Here Tikanga Mahi. The address for service is Floor 5, PSA House, 11 Aurora Terrace, Wellington.

Documents for service on the abovenamed applicant may be left at that address for service or may be emailed to catherine.mcnamara@psa.org.nz or posted to Catherine McNamara NZPSA PO Box 3817, Wellington 6140.

NOTICE TO THE RESPONDENT

1. If you intend to respond to this application, you must, within 14 days after the date of the service of this application on you, lodge 2 copies of a statement in reply with an office of the Employment Relations Authority at Wellington.

2. The term days (in paragraph 1 of this notice) does not include any day in the period beginning with 25 December in any year and ending with 5 January in the following year.

3. You will be notified of the place, date, and time at which the Authority will conduct any investigation meeting in respect of this application.

Officer of the Employment Relations Authority: ……..

Date: ……..