

## **Schedule G to the Joint Management Agreement with Waikato Tainui**

### **Staff Awareness and Training**

1. The parties to this schedule are the Waikato District Council ('Council') and Waikato-Tainui Te Kauhanganui Incorporated in its capacity as trustee of the Waikato Raupatu River Trust ('Waikato-Tainui').
2. The parties entered into a Joint Management Agreement ('JMA') dated 23 March 2010 pursuant to the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2012 ('River Settlement Act'). The JMA establishes a framework for engagement between Council and Waikato-Tainui in respect of matters set out in the River Settlement Act.
3. The JMA establishes a Joint Committee of persons representing Council and Waikato-Tainui ('Joint Committee') who have agreed to work together to implement the JMA.
4. The parties understand and acknowledge that, in accordance with the legislative framework set out in the River Settlement Act, the JMA may only address matters that relate to the Vision and Strategy for the Waikato River, including its Health and Wellbeing.
5. Nevertheless, the parties have agreed that they wish to collaborate on matters that sit outside of the River Settlement Act. Furthermore, the parties have agreed that they wish to use the administrative framework of the existing JMA, including the Joint Committee, for the purposes of working together in respect of the matters described in this schedule.
6. The following sets out the agreement between the parties in respect of matters relating to **Staff Awareness and Training**.

### **Definitions**

In this Schedule –

"Consultation" means seeking and considering the views and opinions of the other Party on any matter described within this Schedule

"Council" means the Waikato District Council

"Crown" means Her Majesty the Queen in right of New Zealand

"Joint Committee" means the Joint Committee of Council and Waikato-Tainui, established for the purposes of implementing the Joint Management Agreement dated 23 March 2010

"Land Settlement Act" means the Waikato Raupatu Claims Settlement Act 1995

"River Settlement Act" means the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2012

“Waikato” means the same as Waikato as defined in section 7 of the Land Settlement Act

“Waikato-Tainui” means the same as Waikato-Tainui as defined in section 4 of the River Settlement Act

### **Specific Agreed actions**

7. The parties acknowledge that the history of the Waikato-Tainui iwi, of the Kiingitanga and of Raupatu is important in understanding the context of the Joint Management Agreement with Waikato Tainui.
8. For this reason, it is agreed that the following will occur:
  - i. The Council will initiate quarterly Kaupapa Maaori induction sessions for newly appointed staff. These sessions will be compulsory and will focus specifically on Waikato Tainui history and the Joint Management Agreement.
  - ii. To maintain currency of staff knowledge about these matters, a joint programme of annual workshops will be developed by Waikato-Tainui and Council staff. Topics will include the Waikato-Tainui Environment plan, the JMA and others.
  - iii. Staff training and awareness will be included as a standing agenda item on the agenda for Joint Committee meetings to ensure that opportunities to share knowledge, skills and ideas are prioritised. This will form part of a regular report to the Joint Committee on practical implementation of the JMA.
9. Relevant staff from the Council and Waikato Tainui will meet within 6 months of this schedule being adopted, to discuss a strategy for the development of joint river related projects and initiatives which will contribute to:
  - i. Improving the health and wellbeing of the river
  - ii. Raising awareness in the community of the River Settlement, the issues relating to the river and other related matters
  - iii. Any other matters related to this schedule
10. The Human Resources (HR) teams (and any other relevant staff) of the Council and Waikato Tainui will meet within 12 months of this schedule being agreed, to begin discussions on a progressive programme of joint internships, scholarships and secondments. This includes:
  - **Year 1:** Creating a joint Waikato District Council / Waikato Tainui scholarship which will be awarded bi-annually to a Waikato Tainui tribal member who is undertaking an approved course of study which is relevant to the restoration of the health and wellbeing of the river. The value of the scholarship is to be agreed.
  - **Year 3:** Creating an intern programme which provides opportunities for university students of Waikato Tainui descent, to gain work experience at Waikato District Council. The internships will occur during university term breaks, and each internship not exceed 6 weeks. The specific areas of council that interns will work in are to be discussed and agreed. Interns may undertake a specific project or general duties.

- **Year 5:** development of a secondment programme which provide opportunities for Waikato District Council to work for the Waikato Raupatu River Trust on a specific project for a minimum of 3 months, and for Waikato –Tainui staff to work for the Waikato District Council on a specific project for a minimum of 3 months. Salary costs will continue to be covered by the organisation which employs the staff member. A minimum of one secondment per year will be arranged, by agreement.
11. A business case for these initiatives, which includes costs, risks and issues, is to be provided to the joint committee for consideration before the end of 2015.

#### Consultation

12. The Parties agree to meet with each other annually, to discuss and consult on the matters described in this schedule.

#### Dispute resolution

13. Where any dispute or disagreement arises in relation to the matters described in this schedule, the Parties may either:
- (a) Consider the matter using the disputes resolution process outlined in the Joint Management Agreement
  - (b) Refer the matter to the Joint Committee for its consideration; or at each Party's sole discretion;
14. If the matter is referred to the Joint Committee, Council and Waikato-Tainui will prepare a report which clearly sets out the issues and options for resolution.
15. In the event that either Party exercises its statutory right under Clause 27(b), the Party exercising the right must advise the other Party within five (5) working days of its decision to do so.

#### Suspension of Agreement

16. The parties may, from time to time, agree in writing to suspend in whole or in part, the operation of this agreement.
17. In reaching such agreement, the parties will specify the scope and duration of such a suspension.