



■ ■ INTER-AGENCY UNDERSTANDING: TONGA



- ▶ Inter-Agency Understanding between the Department of Labour of New Zealand and the Ministry of Labour, Commerce and Industries of the Kingdom of Tonga in support of New Zealand's Recognised Seasonal Employer Work Policy



INTER-AGENCY UNDERSTANDING



1. PARTICIPANTS

1.1 This Understanding is between:

- the Department of Labour of New Zealand (“**the Department**”) acting on behalf of its Secretary, with responsibility for the administration of the New Zealand Immigration Act 1987
- and
- the Ministry of Labour, Commerce and Industries of the Kingdom of Tonga (“**the Ministry**”) responsible for leading work on the Recognised Seasonal Employer Work Policy for Tonga

hereinafter referred to as (“**the Participants**”).

2. PURPOSE

- 2.1. The purpose of this Understanding is to set out the arrangements to facilitate access of Tongan nationals to seasonal work in the horticulture and viticulture industries under New Zealand’s Recognised Seasonal Employer Work Policy.
- 2.2. Country specific facilitative arrangements are set out in Schedule One of this Understanding.

3. DEFINITIONS

- 3.1 For the purposes of this Understanding, the following definitions apply:
- 3.2 Agreement to Recruit (“**ATR**”) means an approval for a Recognised Seasonal Employer (“**RSE**”) to offer employment (in planting, maintaining, harvesting, and packing crops) to non-New Zealand national or resident workers;
- 3.3 National RSE Officer means the National RSE Officer of the Department; and
- 3.4 Recognised Seasonal Employer (“**RSE**”) means a New Zealand employer, whose core area of business is horticulture or viticulture, who has had an application for RSE status approved by Immigration New Zealand (“**INZ**”).

4. PRINCIPLES

- 4.1 The facilitative arrangements must be designed and implemented consistent with the following principles:
- equity of access and opportunity
 - transparency of process and decision making
 - accountability
 - development focused, and
 - mitigation of risk.

5. CRITICAL SUCCESS OUTCOMES

5.1. **The Department** enters into this Understanding with a view to achieving the following outcomes, notably:

- achieving objectives of the RSE Work Policy
- avoiding: overstaying and exploitation of workers; displacement of New Zealand's workforce; and suppression of wage growth in the horticulture and viticulture industries
- securing at least 50% of the available places under the RSE Work Policy, over the first five years, from eligible Forum Island Countries. To help achieve this goal specific Forum Island Countries will be assisted to establish facilitative arrangements, and
- contributing to the development objectives in the Pacific by fostering economic growth and regional integration under the RSE Work Policy.

5.2 **The Ministry** enters into this Understanding with a view to achieving the following outcomes, notably that:

- Tonga maintains the integrity of the RSE Work Policy
- Tonga establishes a reputation for providing a reliable labour force for New Zealand's horticulture and viticulture industries
- Tonga's labour force complies with all relevant laws and rules of the RSE Policy
- Tonga secures a satisfactory portion of the seasonal work opportunities under the RSE Policy, and
- Tonga's workers acquire sufficient savings and appropriate work skills and experience which may contribute to the development of Tonga.

6. CRITICAL SUCCESS FACTORS

6.1 Facilitative arrangements will be effective if:

- RSEs establish productive relationships with Tonga and obtain a supplementary workforce to sustain their industries
- objectives are achieved and principles are adhered to
- both Participants have specific and timely information to enable Tonga to effectively participate in this scheme, and actively participate in monitoring and evaluating measures of success and outcomes resulting, and
- Tongan nationals enjoy fair access to the RSE Work Policy, fair and reasonable treatment by RSEs, are enabled to adjust to New Zealand conditions, derive income and skills, have successful re-entry into their home community and heighten the prospect of return employment in New Zealand.

7. FACILITATIVE ARRANGEMENTS

- 7.1 The facilitative arrangements under this Understanding must be consistent with the principles and outcomes outlined in Sections Four and Five above, mutually determined in writing by both Participants, appended as Schedule One of this Understanding and reviewed at least annually.
- 7.2 The facilitative arrangements will assist RSEs to recruit from Tonga, enable Tongan nationals to access opportunities under RSE, allocate responsibilities and actions to the Participants for mitigating risks and ensure compliance and outline cooperation between the Participants for information sharing, marketing and other facets important to the success of RSE Work Policy.
- 7.3 The facilitative arrangements must be consistent with the current RSE Work Policy which is appended as Schedule Two of this Understanding.

8. IMMIGRATION DECISIONS

- 8.1 The decision to grant a work visa/permit under the RSE Work Policy remains the prerogative of the Department with decisions being made on a case by case basis in accordance with requirements laid down in New Zealand immigration legislation, regulations and any applicable Government immigration policy.

9. MARKETING

- 9.1. The need for Tonga to market itself to RSEs as a source of reliable seasonal labour is recognised. Where possible, the Department will assist marketing initiatives mounted by the Ministry.

10. INFORMATION COLLECTION

- 10.1. The Participants will cooperate in the collection and sharing of information in a manner consistent with their applicable laws.
- 10.2. The Participants will cooperate to monitor and evaluate the RSE Work Policy and arrangements under this Understanding. Monitoring and evaluation mechanisms will enable the Participants to assess progress against the Participant's outcomes (Section Five) and critical success factors (Section Six), identify successes and inform areas for improvement in arrangements that the Participants are responsible for. The Participants will in particular cooperate to conduct random surveys of stakeholders and to assess efficiency and transparency of recruitment procedures.
- 10.3. For the purposes of evaluation any information collected from Tongan workers about their participation in the RSE Work Policy will be voluntary. The Department will only use information for statistical or research purposes and will not publish in a form that could reasonably be expected to identify any individuals.

11. PUBLICITY

- 11.1. The Participants will make efforts to increase awareness and understanding of the RSE Work Policy in Tonga and in New Zealand.
- 11.2. The Participants will act promptly to correct any false or misleading information about the RSE Work Policy.
- 11.3. The Participants will notify each other on the public release of this Understanding, in part or in whole. Information contained in this Understanding can be shared with RSEs.

12. REVIEW

- 12.1. The Understanding will be reviewed annually on a date mutually determined by the Participants. The review will provide an opportunity to discuss issues and consider changes to this Understanding. The review will consider the degree to which the facilitative arrangements are being implemented with respect to principles mutually determined by the Participants and outlined in Section Four of this Understanding.
- 12.2. The Participants acknowledge that arrangements under this Understanding are likely to evolve with experience. The Participants will consult as necessary to promptly address and endeavour to resolve any issues arising out of this Understanding or the operation of the facilitative arrangements. Such issues may include any identified needs for capacity building through institutional strengthening and improvement in coordination among government agencies.

13. VARIATIONS/AMENDMENTS/ADDITIONS

- 13.1. This Understanding may be amended at any time by mutual determination in writing by the Participants. Schedule One of this Understanding may be amended with the written consent of any persons to whom the Participants have duly delegated authority.

14. COMMENCEMENT AND TERMINATION

- 14.1. This Understanding will come into effect upon signature by both Participants and may be terminated by either Participant upon written notice to the other Participant.
- 14.2. Any evidence of corruption or unethical practices that is not dealt with effectively and immediately will jeopardise participation under RSE Work Policy and potentially result in the termination of this Understanding.

15. NOTICES

15.1. The address for notices to the Department, for matters related to this Understanding is:

National RSE Officer - Pacific Division
Workforce
Department of Labour
PO Box 3705
Wellington
New Zealand

15.2. The address for notices to the Ministry for matters related to this Understanding is:

Deputy Secretary
Labour Division
Ministry of Labour, Commerce and Industries
PO Box 110 Nukualofa
Kingdom of Tonga

Signed at Villa Maria Estate Auckland on 20 April 2007,
in two copies in the English language, each having equal validity.

→ 

Mary Anne Thompson
*Deputy Secretary, Workforce
(Head of Immigration New Zealand)*

For the Department of Labour of
New Zealand

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Hon Lisiate 'Akolo
*Minister of Labour, Commerce and
Industries*

For the Ministry of Labour, Commerce &
Industries of the Kingdom of Tonga