Access, Security and Reporting Protocols for the Human Resource Capability Survey

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Summary

1 This document contains access, security and reporting protocols for the Human Resource Capability (HRC) survey.

2 The survey data are managed according to three key criteria:
   - information is handled securely and professionally, according to established and transparent standards
   - data will not be published in a form that could reasonably be expected to identify the individual concerned
   - the survey complies with relevant legislative provisions and established statistical standards.

3 The State Services Commission (SSC) uses three methods to ensure that these criteria are met:
   - survey data is managed in a secure environment
   - a specific confidentiality agreement binds the custodians of the data to these protocols. This supplements established conduct and security commitments
   - departments are responsible for the accuracy of the data, and SSC provides a reality check for sign-off to ensure that the data submitted is correct
   - names and addresses are not stored; data releases maintain individual privacy.

Purpose of the Protocols

4 The HRC survey is an annual collection of anonymous Human Resource (HR) data. The purpose of the survey is to examine the employment characteristics of the New Zealand Public Service\(^1\). The survey data assists the SSC to monitor the effect of HR and Equality and Diversity policies and to provide advice on departmental performance and HR management.

5 The protocols cover access to, and security of, this data.

Consultation and Review

6 The SSC will review the Access and Security Protocols at regular intervals to ensure that they reflect appropriate standards for collecting and using personal information. We will consult, as appropriate, the organisations that provide data, when we review the protocols.

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\(^1\) The collection covers Public Service departments listed under schedule one of the State Sector Act, the civilian and sworn staff of NZ Police, the Parliamentary Services, Office of the Clerk of the House, the Parliamentary Counsel’s Office, the Security Intelligence Service, and the NZ Defence Force civilian staff.
**Information Covered by the Public Service HRC Survey**

7 The survey consists of anonymous information collected at the unit record level. This means that there is a separate record for each employee rather than summary tables. The information covered by the protocols is collected annually and includes:

- demographic data, such as age and ethnicity, including data provided by employees for the purpose of developing and monitoring equal employment opportunity programmes
- employment status (such as full-time/part-time, individual/collective, fixed-term/open-term)
- occupation, and job size
- salary
- leave data
- separations and recruitment.

8 This information is collected on an annual basis as at 30 June.

**Overarching Principle**

9 The access and security protocols for the HRC collection are guided by Principle 11 (h)(ii) of the Privacy Act:

That the information:

(ii) Is to be used for statistical or research purposes and will not be published in a form that could reasonably be expected to identify the individual concerned.

**Access**

**Access to the Unit Record Data**

10 The steward and the custodians of the information have access to the raw unit record data. The State Services Commissioner is the steward of the information. The custodians of the data are authorised staff members, designated from time to time by the Commissioner, and may include contractors and secondees granted access to work with this data for legitimate purposes. They have access to the raw unit level data for the purposes of further in-depth analysis and to manage the data.

11 Departments remain the owners of any data submitted and have the opportunity to access their previous survey returns. Revisions to previously signed-off data will not be made unless the revision will have a significant impact on figures at the Public Service level.

12 From time to time a confidentialised unit record file may be released from the HRC dataset. A confidentialised unit record file is a file that has been modified to protect confidentiality while also maintaining the integrity of the data. Modification involves collapsing categorical variables, and applying other statistical methods to the unit records to ensure individual privacy. The end result is a dataset that can be made publically available.
Security

Secure transfer of data

Departments may submit their survey return to the SSC through a secure website which uses encryption software. The encryption method ensures that files cannot be altered or viewed while it is being transferred. Those departments using SEE mail have the option of emailing the file directly to an HRC team member.

Record Identifiers

For data management purposes, supplying departments provide a unique identifier for each record. In most cases, this identifier will be the payroll number. Only supplying departments can link these identifiers to particular individuals and this information is not provided to the SSC. The identifiers are used to validate the data.

Departments are advised not to provide direct identifiers such as names and addresses. If direct identifiers are provided they are immediately deleted and are not stored by SSC.

Storage of the Data

The raw unit record data is stored at the SSC. The database is subject to the SSC’s storage and backup protocols, and only the database administrator has direct access to its tables and structure.

Reporting

Accuracy of Data

The SSC relies on departments that provide workforce information to ensure, as far as possible, the data are accurate. Validity testing procedures are used to check the data accuracy and where errors are discovered they are referred back to the supplying departments. The SSC will only make changes to the departmental data with the agreement of the supplying department.

Public Reporting

The SSC produces an annual report from the collection for the Minister of State Services which is usually also provided to Cabinet for consideration, including statistical analysis and commentary. A version of this report is made publicly available. This report may contain both department level and Public Service wide information.

Other regular reports are produced from the collection for the purposes of monitoring equality and diversity progress, and personnel management. Reports are also produced to provide information for comparison, for instance, with other public sector jurisdictions. These reports may contain both department level and Public Service wide information.

The SSC also produces other reports and analysis. These may form part of advice to Ministers or be intended for publication. These reports and analysis may contain a mixture of Public Service wide information and information about individual departments.
21 From time to time, a confidentialised unit record file may be released from the survey. This file allows further research on the Public Service workforce and enables stakeholders to undertake their own benchmarking and analysis activities.

**Reporting back to Departments**

22 The SSC also produces a set of reports for departments on the department’s own data and with that provides a set of reports on the public service as a whole. These reports are made available to the department via a secure Internet site and central agency employees also have access via their Intranets (specific terms and conditions of use apply – see Appendix 1).

**Customised Reporting**

23 The SSC has developed a tool for users to run customised queries of the database, without giving access to unit record data. This tool is available to SSC staff through the SSC Intranet and to other users through the Internet. Users in departments can run queries relating to their department and to the Public Service as a whole. Treasury employees have access to the DataSlicer tool, on the understanding that SSC is to be consulted before use or release of any information gathered through that tool.

**Official Information Act Requests**

24 All external requests for information held by the SSC (including information obtained from departments) are covered by the Official Information Act 1982, regardless of the form of the request. All reports will be released in response to an official information request.

25 The Official Information Act does not compel the SSC to release unit record data on individuals. Section 9 (2) of the Official Information Act provides that personal information relating to an individual may be withheld to:

(a)  *Protect the privacy of natural persons, including that of deceased natural persons.*

**Requests for Information by Select Committees**

26 From time to time SSC may be requested to provide information to Select Committees. Select Committees have considerable powers. A Select Committee may direct that any person be summoned to produce papers and records in that person’s possession, custody or control, that are relevant to the committee’s proceedings (Standing Order 198(2)). In this respect the SSC is no different to any person or organisation in either the public or private sectors and is obliged to comply with such a request.

27 In complying with any requests from Select Committees the SSC will advise any departments about whom information is to be released. Where practical, the SSC will incorporate any comment or contextual information that the department wishes to provide as part of the response.

28 Further guidance on providing information to Select Committees is available on the SSC website: *Officials and Select Committees – Guidelines.*
Parliamentary Questions and Ministerials

29 Where Parliamentary Questions or Ministerials relate to individual departments (other than SSC) they will be referred to the Minister responsible for that department (under Standing Order 369 and clause 2.26 of the Cabinet Manual 2001).

Advice to Ministers

30 The SSC provides advice to Ministers on matters concerning departments. This advice may be supported by data obtained from the HRC survey. The SSC will provide any information on departments that is requested by the Minister of State Services.

Implementation and Breaches of these Protocols

31 The State Services Commissioner is responsible for implementing the protocols. The custodians of the data have signed a confidentiality agreement (see Appendix 2) that specifies compliance with these protocols.

32 Failure to comply with these protocols will be subject to established SSC disciplinary procedures. Prompt and rigorous action will be taken to review any allegation of conduct or process that breaches these protocols.

33 Individuals or organisations contracted by the SSC to carry out work using the unit record data will be subject to the Commission’s standard confidentiality agreement, which includes the following statement:

You must keep confidential, during the contract period and afterwards, all matters relating to this Assignment and shall not, at any time, disclose any information whatsoever, other than in proper fulfillment of the Assignment. All working papers, reports and any other papers or information produced or obtained in any manner whatsoever in carrying out this Assignment shall be the property of the Commissioner.

34 Penalties for breaches of this provision are contained in Appendix 3.

Statutory Background

35 The SSC collects detailed human resource information from State sector agencies to carry out its functions under the State Sector Act. Section 6 of the Act outlines the principal functions of the State Services Commissioner and these include:

(b) To review the performance of each department, including the discharge by the chief executive of his or her functions.

...  

(f) To promote and develop personnel policies and standards of personnel administration for the Public Service.

(g) To promote, develop, and monitor equal employment opportunities policies and programmes for the Public Service.

(h) To provide advice on the training and career development of staff in the Public Service.
In addition, section 7 empowers the State Services Commissioner to collect information from departments:

_The Commissioner shall have all such powers as are reasonably necessary or expedient to enable the Commissioner to carry out the functions and duties imposed upon the Commissioner under this Act or any other enactment._

The SSC is also required, by Cabinet directives, to collect annual employment information from Public Service departments.

**Appendix 1: Terms and Conditions for use of Human Resources Capability (HRC) Survey information by Central Agency staff**

From HRC survey data the SSC produces a set of reports for departments on the department’s own HRC data and with that provides a set of reports on the public service as a whole. Central Agency staff can access these HRC reports and ad hoc reports containing department-specific data for statistical and research purposes. Staff using the HRC reports will be trained in their content and appropriate use. Use of information from the HRC survey indicates agreement to abide by the following conditions:

- HRC survey information should always be used with consultation with Central Agency colleagues and the HRC project team.
- Departments should be consulted for contextual information where their HRC information is used for analysis.
- No HRC survey information is to be released to non-Central Agency staff, without the prior approval of the HRC project team.
- Any HRC survey data on individual departments must not be released to other departments without the prior approval of the HRC project team.
- Any Official Information Act request for departmental data should be forwarded to the HRC team in SSC.

There are some aspects of HRC survey data that should be noted:

- The HRC data is current at its collection point (30 June of each year). Given the time period between the data collection and the data use it may be more appropriate to use current information sourced from the department rather than the HRC data.
- If staff from the Department of Prime Minister and Cabinet wish to access HRC survey data, they should request it of the HRC project team in SSC in the first instance, before going through other Central Agency staff.
Appendix 2: Confidentiality Agreement Form

The Confidentiality Agreement (CA) is part of the overall framework for ensuring the highest privacy and confidentiality standards apply to the unit record data held under the Human Resource Capability survey. This agreement supplements both the existing provisions in the SSC’s Code of Conduct and the rigorous security clearances that are held by all Commission staff.

The CA Form is to be signed by any person granted access to the unit record data forming part of the Human Resource Capability survey.

Conditions of Access to the Unit Record Data

- Each person to whom access is granted to the raw unit record data must complete a Confidentiality Agreement form.
- An individual who has signed the CA form has no authority to provide a third party with access to the raw unit record data.
- A separate CA form has to be signed by every person accessing the unit record data.
- When access to the raw unit record data is granted to a person, this person may not use it for a different purpose from that for which the access was granted.
- Persons granted access to the raw unit record data must undertake all reasonable steps to guarantee the privacy and confidentiality of the information.
- If access to the unit record data is secured by a password, this password must not be shared with, or disclosed to, any person who has not been granted access to the data.
- Where unit record data is stored on a computer’s hard disk, or other electronic or hard copy media, the computer or media must be secured in a way that prevents unauthorised access.
- Authority to access the unit record data is automatically revoked when an individual occupying a position requiring access leaves that position.
- Any breach of privacy and/or security relating to the unit record data must be reported immediately to the State Services Commissioner.
- All persons accessing the unit record data must follow the guidelines and provisions contained in the Access, Security and Privacy Protocols for the Human Resource Capability Survey and this document. These protocols are published on the State Services Commission’s website and may be updated from time to time.
- Failure to comply with the provisions contained either in the Access, Security and Privacy Protocols for the Human Resource Capability Survey or in this document will be subject to the relevant disciplinary procedures established in internal provisions or to penalties outlined in the relevant contract for service.
HUMAN RESOURCE CAPABILITY SURVEY –
CONFIDENTIALITY AGREEMENT FORM

TO BE COMPLETED BY THE PERSON REQUIRING ACCESS

Purpose for which access is required
..........................................................................................................................................
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I, ........................................................................ (full name), employed in the position of ............................................................ by the State Services Commission, agree to the conditions of access to the unit record data for the Human Resource Capability survey, which are set out in the attached confidentiality agreement.

......................................................................... (Signature) ....................................(Date)

TO BE COMPLETED BY THE STATE SERVICES COMMISSION

I, ......................................................................................................................... (full name) employed in the position of ............................................................ by the State Services Commission hereby confirm that the above person has been granted access to the unit record data collected for the Human Resource Capability survey.

......................................................................... (Signature) ....................................(Date)

Note: Within the State Services Commission, the Manager, Performance Monitoring and Deputy Commissioner, State Sector Performance Group are the only people who can grant access to the raw unit record data forming part of the Human Resource Capability survey, other than the State Services Commissioner.
Appendix 3: Breach / Termination of Contract

The following sections are included in the State Services Commission’s standard agreement with individuals or organisations contracted to provide services to the Commission.

Where:
- the Consultant is in breach of this Agreement and, having been notified of that breach by the Commissioner has failed to remedy the breach within a reasonable period of time; or
- the Consultant is unable for any reason whatsoever to provide the services required under this Agreement, the Commissioner may forthwith terminate this Agreement.

Where the Consultant or any of its employees is accused of any misconduct, whether relating to this Agreement or otherwise, which may have the effect of bringing the Commissioner or the State Services Commission into disrepute, the Commissioner may suspend the operation of this Agreement and will comply with the requirements of natural justice before terminating the Agreement.

The Commissioner reserves the right at any time to postpone, cancel or abandon the whole of the work or any part thereof, provided that in such an event the Consultant shall be entitled to payment for work actually done plus any costs incurred up to the date of termination.

Upon termination of this Agreement the Consultant shall forthwith return to the Commissioner all working papers, reports and any other papers and information relating to the assignment other than copies permitted under Clause 5.2 [All working papers, reports and other papers or information produced or obtained in any manner whatsoever in carrying out this assignment shall be the property of the Commissioner. Provided that the Commissioner shall allow the Consultant reasonable access to such papers, reports and information and may, at the discretion of the Commissioner, allow the Consultant to retain copies of any such papers subject to such terms and conditions as the Commissioner may require].

Where the Commissioner is in breach of this Agreement and having been notified of that breach by the Consultant has failed to remedy the breach within a reasonable period of time, the Consultant may forthwith terminate this Agreement.

Consequences of Breach

Subject to Clause 7.2, [The Consultant shall not be liable to compensate the Commissioner for costs incurred by the Commissioner as a consequence of the Consultant’s failure or delay in undertaking the assignment if such failure or delay is due to causes or circumstances beyond the Consultant’s control] where there is a breach of this Agreement, and the Commissioner suffers loss, the Consultant shall be liable to meet any costs incurred by the Commissioner either directly or indirectly as a consequence of the breach, whether or not the Agreement is terminated because of the breach.

The Consultant shall not be liable to compensate the Commissioner for costs incurred by the Commissioner as a consequence of the Consultant’s failure or delay in undertaking the assignment if such failure or delay is due to causes or circumstances beyond the Consultant’s control.
The termination of this Agreement shall be without prejudice to the rights of the parties accrued up to the date of the termination. Specifically, and without limiting the generality of the foregoing, the termination of this Agreement shall not:

- relieve or release the Commissioner from making any payment which may be owing to the Consultant under the terms of this Agreement at the date of termination; or
- affect those clauses within this agreement which, by their nature, are intended to survive termination.

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