

**Ministry for Primary Industries**  
Manatū Ahu Matua

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# **MPI PSA Collective Agreement**

**1 July 2019**

# Ministry for Primary Industries (MPI) Collective Agreement

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# Chapter 1 Introduction

## 1.1 Our Commitments

The Ministry for Primary Industries (MPI) recognises the level of commitment required from all employees in achieving its long term goals and strives to provide a working environment that attracts, engages and retains good employees. We will operate an overall people capability (PCS) strategy that supports a highly skilled and motivated workforce, emphasising:

- using the skills our people have and developing new skills;
- being flexible and adaptable to opportunities for continuous improvement and innovation;
- developing solutions at an appropriate level through empowerment; and
- the spirit of integrity and public service.

The State Sector Act ([www.legislation.co.nz](http://www.legislation.co.nz)) outline the MPI's obligations as a good employer including with regard to equal employment opportunities. This includes the SSC's model standards such as positive workplaces and equal pay/pay equity.

The PSA recognises the MPI "Statement of Intent" and its role as a Public Service agency. MPI recognises the PSA as a union for its employees and understands that the PSA has a Strategic Agenda.

Both parties are committed to working together towards a high quality public service, with its employees at the centre of its operation to deliver services within these framework. Participation of both parties across MPI could include:

- planning with a particular focus on projects or initiatives affecting employees including recruitment/attrition policies and programmes;
- employees' development including nationally recognised skill standards, training and qualifications and cross business experience where applicable.

We will also work to promote or recognise the following shared outcomes:

- co-operative and open relationships, where employee and management needs are better understood and met;
- a culture of respect, mutual trust and quality communication;
- collective participation of employees, through the union, adding value to the work of all parties; and
- skilled, valued, challenged and fulfilled employees.

The principles that guide the relationship include:

- Honesty and timely sharing of information in good faith;
- Managers are required to make decisions;
- All parties have mutual and differing interests, and respect the independence of each organisation; and
- Receptive listening, positive co-operative attitudes, including the use of a problem solving approach to address issues with the aim to reach consensus.

## 1.2 Parties

The parties to this Collective Agreement are:

- The Ministry for Primary Industries (Manatū Ahu Matua) (MPI); and
- The New Zealand Public Service Association – Te Pūkenga Here Tikanga Mahi Incorporated (PSA).

## 1.3 Coverage

This Collective Agreement will cover all PSA members employed by MPI except for all managers at Level 3 or above that have employees reporting to them, HR Advisory employees, fisheries observers, or other employees as agreed between the parties in writing.

PSA members who are paid on the Verification Services pay scales will not take the Collective Agreement terms and conditions, and instead will receive individual letters outlining the terms and conditions applicable to them.

## 1.4 Variation

MPI and the PSA may agree to vary the Collective Agreement during the term. Ratification of any variation to the Collective Agreement will be by a majority of voting PSA members directly affected by the variation. A vote will be undertaken by a ballot, the majority will usually be 50% + 1 of voting PSA members. This may be varied by the agreement of MPI and the PSA prior to the vote being undertaken.

## 1.5 Term

This agreement will come into force on 1 July 2019 and expire on 30 June 2021.

## 1.6 Savings

Unless specifically agreed in writing, the provisions of this Collective Agreement will not be interpreted to reduce the conditions of employment otherwise prevailing.

## 1.7 Definitions

COPS: The combined operations pay scale (see Chapter 6).

Commission: State Services Commission.

Compliance Officer: Employees who are employed as warranted officers in the Compliance Directorate.

Day: Means the period from midnight to the next succeeding midnight.

Director-General: The legally authorised head of MPI or other MPI employee with the appropriate delegated authority.

Duty: Means the period of time worked between start and finish of continuous (that is, broken only by rest and meal breaks) work/duty, even if that spans midnight.

Fishery Officer: For the purpose of identifying the terms and conditions of employment in the context of this collective agreement the term Fishery Officer includes any employee who holds and utilises a Fisheries warrant for the majority of their role.

General Salary Ranges: The salary ranges set out in Chapter 6.

Last Day of Duty: means the last day actually worked before an employee proceeds on leave, resigns, etc. i.e. the final day the employee comes to work.

Last Day of Employment: means the last day of notice by either party, which could be later than the last period of duty. An employee will be paid up to (and in some cases beyond) this date, depending on their entitlements.

Manager: Means the employee in charge of each Section, Group or Team of other employees, at any work location.

MPI: Ministry for Primary Industries (Manatū Ahu Matua) or its successor.

PSA: New Zealand Public Service Association – Te Pūkenga Here Tikanga Mahi Incorporated

Roster: The published duty period and patterns generating the level of coverage required which shows the distribution of time on and off duty. Overtime may extend an individual's period of duty, but not the roster duty period.

Salary: the contracted annual remuneration for a year's work. The divisor used to establish hourly and daily rates, relative to the annual remuneration, will reflect the number of working hours (or days) within that year.

Top Step: the top negotiated automatic progression step in a scale i.e. not the top threshold which is not a negotiated automatic progression step.

Week: Means the seven days Monday to Sunday.

Weekend: the 48 hour period from midnight Friday to midnight Sunday.

Year: Means 12 months (365 or 366 days). For Leave purposes year means the 365 (or 366) days from an employee's anniversary date to their last day in that anniversary year. The hours in each working year may vary between 2080-2096 hours. For the purposes of leave, the leave entitlement in days or weeks will be based on 2080-2096 ensuring a minimum of four weeks as per the Holidays Act, per anniversary year.

Anniversary date: The date on which employment commences and every year following continuous employment

Anniversary year: Means the 12 months (365 or 366 days) between anniversary dates.

## **Categories and Types of Employee:**

Category A employee: Any employee who is not on the combined operations pay scale (COPS) but not including those otherwise specifically excluded (Refer clause 1.3).

Category B employee: Any Border Clearance Services employee whose role is on COPS.

Category C employee: Any Compliance Services employee whose role is on COPS.

Fixed term employee: An employee whose work is of a fixed-term nature. It would not otherwise be undertaken by a permanent employee, or is a defined task or project of a temporary nature including acting in a relieving capacity. Fixed term employees will be advised in writing of the work to be undertaken and the end point of the period of employment. If relieving for a permanent employee on parental leave the fixed term employee will be advised that the period of employment is dependent on notification of the date of return of the permanent employee.

Full Time Employee: A permanent or fixed term employee who works an average of 2080-2096 hours per annum inclusive of all paid leave provisions (an annual average of 40 hours per week or 37 hours 55 minutes as per 4.1.2). For Category B employees, the basis for calculating entitlements in this Collective Agreement for payroll purposes will be an average of 40 hours/week unless specifically excluded.

Irregular and/or intermittent employee: A permanent or fixed term, full-time or part-time employee who has no identifiable pattern to the days and hours of work.

Permanent employee: An employee whose work is of an on-going nature.

Part-time employee: A permanent or fixed term employee who works less than 2080-2096 hours per annum inclusive of all paid leave provisions (an annual average of less than 40 hours per week).

Seasonal employee: A permanent or fixed term employee who is paid either on a full-time or part-time basis according to the agreed seasonal pattern of work.



## **Chapter 2 Union Rights**

### **2.1 Recognition**

MPI recognises the PSA, its delegates, officials and officers, as representing the collective and individual interests of its members under the PSA rules.

MPI also acknowledges the right of the PSA to elect, select and support their delegates and/or representatives according to its rules.

### **2.2 Engagement**

Engagement will take the form of:

- An MPI/PSA national delegates committee meeting at least 3 times a year to interact with specified MPI Directors, including time for the PSA delegates to meet together, to be funded by MPI. The Committee will be reflective of membership across MPI, i.e. sub branches including frontline/quarantine, regional and Head Office representatives. Where required, specific working groups can be formed to focus on specific subjects. PSA organisers will also attend, funded by the PSA.
- A meeting of the Chief Operations Officer, relevant Directors, and the PSA relevant national delegates twice per annum, to be funded by MPI. PSA organisers will also attend, funded by the PSA.
- Regular local worksite PSA delegate/organiser meetings between MPI managers and PSA delegates/organisers covering issues of local relevance including:
  - business drivers,
  - productivity initiatives,
  - workload and
  - any other employee issues.
- Local meetings may be attended by PSA members where agreed by MPI and the PSA as being appropriate.
- Joint training in engagement and other opportunities identified at these national or local meetings.
- Either party may request a joint PSA and MPI annual strategic briefing on MPI's Statement of Intent and the PSA Strategic Agenda between the MPI Director-General and a PSA Secretariat Member and other representatives of the parties' leadership teams.

### **2.3 Access**

Any official of the PSA will be entitled to enter the workplace at any reasonable time for purposes related to the employment of members and/or the union's business. The official should:

- have regard to normal business operations in the workplace;
- comply with existing reasonable procedures in regard to safety, health and security;
- as a courtesy, inform MPI of the nature of the visit.

## **2.4 Union Deductions**

MPI will deduct PSA membership fees, with the authorisation of each member, from wages or salary by automatic deduction, and will remit these deductions to the PSA at a frequency in line with the MPI pay periods.

When remitting deductions MPI will provide an electronic deduction schedule which allows the PSA to account for whom and over which period, fees have been deducted.

Where practicable, MPI will make arrangements to advise the PSA whenever deductions cease due to a member commencing a period of leave without pay; and to arrange for the recommencement of deductions when the member returns from a period of leave without pay.

## **2.5 Union Meetings**

PSA members are entitled to attend, on ordinary pay, at least two union meetings, up to a total of four hours in each calendar year. The number and duration of these meetings will be agreed within the total annual maximum of four hours, inclusive of any statutory entitlements. Additional allocations of time for paid union meetings may be agreed between the parties.

The PSA will provide MPI at least 14 days' notice of the date and time of any such union meeting and will make arrangements with MPI for operations to continue.

Paid leave is only available for actual attendance at union meetings where the employee would otherwise be working for MPI during the meeting.

The PSA will provide MPI with a list of names of union members who attended the meeting and the time at which the meeting finished.

Agreed meetings over collective agreement bargaining matters are not a debit against any allocation of time for union meetings.

## **2.6 EREL Leave**

Sections 73 and 74 of the Employment Relations Act 2000 set out the minimum union entitlement to the allocation of employment relations education leave (EREL). The Act provides for an amount of EREL based on union membership. The parties may agree any additional days over and above the minimum.

## **2.7 Delegates**

MPI will promote and support the role of delegates in the workplace. Reasonable paid time will be allocated to delegates to carry out their role effectively within and beyond the workplace (subject to arrangements agreed between the PSA and MPI dealing with notice, timing etc.). This includes time for recruitment, to meet with new and potential members, other delegates and PSA officials over employment matters and/or union business, and attending regional and national PSA and other union forums. Delegates will be introduced to new employees as part of the induction process. MPI and PSA will agree an annual allocation of a reasonable number of paid days, inclusive of any statutory entitlements, to enable delegates to attend training, including union delegate training.

### **2.7.1 Delegate Development**

MPI and the PSA are committed to competent and well-trained PSA delegates who can perform their day to day delegate functions and contribute to MPI business outcomes. MPI will support PSA delegate development through:

- support for the two day training of newly elected delegates in their first year, through the funding of and participation in the delivery of the initial PSA Delegate Development training module 'Building Your Union' with additional content delivered by MPI. MPI will fund actual and reasonable accommodation, travel and meals in line with MPI published guidelines and MPI will release delegates from work;
- encouragement of delegates to access further PSA Delegate training courses through the use of EREL in accordance with Part 7 of the Employment Relations Act 2000; and
- identification of learning opportunities in working parties, projects and secondments (where appropriate and agreed between both parties).

PSA will support PSA delegate development through:

- conducting the election of delegates in accordance with PSA rules (the delegate election cycle set out in the PSA rules is currently a 2 year cycle however casual vacancies in delegate teams can be filled at any time);
- providing MPI annually with a list of PSA delegates and national delegates, and upon request;
- co-ordinating dates and venues for delivery of the annual new delegate training courses (Building your Union); and
- providing MPI on an annual basis with a delegate development calendar.

### **2.7.2 Resourcing/ Facilities**

MPI will provide reasonable access to facilities for delegates to carry out their role. This includes, where practicable, access to a workstation (with word processing, email, printing and external internet capability), photocopying facilities and facilities for communication with members including meeting spaces, tele-conferencing facilities, notice boards, internal mail and telephone. In addition, members will be allowed reasonable access to the union's external website. In using these facilities, delegates and members will observe all of the employer's normal standards and policies that apply to such facilities. Support will be provided to PSA delegates to carry out their responsibilities in work time, within the business/operational needs of the organisation and, as agreed with their manager. Other support for PSA delegate activity may be agreed on a case by case basis.

## **Chapter 3 General Information**

### **3.1 Access to Agreement**

This Collective Agreement will be made available to all employees who are covered by this Collective Agreement.

### **3.2 Personal Files**

Employees will have access to their personal files in accordance with the provisions of the Privacy Act 1993.

### **3.3 Recognition of Previous Service**

The following previous service is recognised for the purposes of leave and severance calculations:

- (a) any previous permanent or temporary service (full or part time) with the Ministry of Agriculture and Forestry, Ministry of Fisheries and New Zealand Food Safety Authority or its predecessors; and
- (b) previous permanent or temporary service (full or part time) with those organisations listed in Schedule 1 of the State Sector Act 1988, (at the date that crediting of previous service is applied for), or the Parliamentary Service.

Provided that:

- (i) for annual and sick leave, periods of service will be of at least 12 months duration and have ended within five years of the current appointment to MPI; and
- (ii) for long service and retiring leave, and for severance calculations and cessation leave purposes in the event of redundancy, periods of service will not be broken by more than three months.

Where an employee has part time service this will be pro-rated for the purpose of calculating retiring leave.

Service which ended in the employee accepting a redundancy package will not be counted as previous service, except for sick leave purposes where employees will be allocated 12 days per annum (as opposed to 10 days) as per clause 5.7.1.

Other service may be recognised by the Director-General if this is considered:

- essential for recruitment to a specific position; and/or
- in the case of service with NZ Defence/NZ Police, relevant to the employee's role at MPI.

## **Chapter 4 Hours of Work and Related Provisions**

### **4.1 General Hours of Work Provisions**

#### **4.1.1 Standard Hours of Work**

MPI operates a range of hours of work arrangements to suit business requirements.

The standard hours of work are as follows:

- For Category A employees: an average of 8 hours per day and 40 hours per week, worked between Monday to Friday inclusive, between 7am and 6pm.
  - National Communications Centre staff (excluding the manager) hours of work are an average 8 hours per day and 40 hours per week, worked between Monday to Sunday inclusive, 12.01am to midnight. These attract bespoke penal time (clause 4.3.1) and overtime (clause 4.3.3) arrangements.
- Target Evaluators work an average of 8 hours per day and 40 hours per week, worked between Monday to Sunday, unless they are an employee whose agreed hours are Monday to Friday. These attract bespoke penal time (clause 4.3.1) and overtime (clause 4.3.3) arrangements described in those clauses.
- For Category B employees: an average of 8 hours per day and 40 hours per week worked between Monday to Sunday inclusive.
- For Category C employees: an average of 8 hours per day and 40 hours per week worked between Monday and Sunday predominantly during daytime hours.
- For Category A and Category C employees on-call work (clause 4.5) will count towards your standard hours of work, and could become Overtime (clause 4.3.3) if you have already done your standard hours of work.
- For Category C employees: any additional hours in excess of 40 hours per week, and any hours worked on weekends, statutory holidays or between the hours of 8pm on any day and 6am the following day for operational purposes will be by prior agreement between the employee and their immediate manager, consistent with the site work arrangement. The intention of this sub-clause is not to give employees the right to refuse to work any such hours, but to provide employees with protection from excessive work within such hours. Category C employees will be expected to work such hours as the demands of the job dictate. However, MPI undertakes that employees will not be exposed to unnecessarily excessive work within such hours. This sub-clause also applies to National Communications Centre employees.
- Category C employees whose roles are primarily in Animal Welfare or Food, or who are analysts or investigators, will continue with limited weekend hours such as through current on-call arrangements for the term of this agreement. If significant external factors require a different

pattern of weekend work for these employees, the change of hours of work process set out in clause 4.2.1 will apply.

Except that:

- All full time employees whose contracted hours of work were an average of 7 hours and 35 minutes per day and 37 hours and 55 minutes per week prior to 1 July 2013 retain those as their standard full time hours.

#### **4.1.2 Actual Hours of Work**

Actual hours of work for an employee are stipulated in their letter of appointment. Information to be provided in the letter of appointment to each individual employee will include:

- (a) the number of guaranteed hours of work, either full or part-time;
- (b) the hours of operation;
- (c) the scheduled start and finish times of work (if they exist);
- (d) the roster(s) or applicable site work arrangements (if any applies); and/or
- (e) the site(s) or region(s) to which the employee is appointed.

Actual hours of work must be consistent with the applicable roster and/or site work arrangement, unless negotiated as an individual flexible work arrangement under cl. 4.1.3.2.

Where a Category B employee was appointed to a specific site, MPI will not require the individual to permanently work at other sites unless otherwise agreed or as a result of a formal change management process.

Upon any change to any of the matters set out in (a) to (e) above, a new letter will be provided stating the matters set out in (a) to (e) above.

No actual hours of work, including roster or site work arrangements, can be changed other than by the Changes to Actual Hours of Work processes set out below in cl. 4.2.

#### ***Site Work Arrangement***

Site work arrangement means the current pattern of work or roster that is applicable at a site at the commencement of this collective agreement.

The various site work arrangements prevailing as at the start of this agreement will continue unless altered through the Changes to Actual Hours of Work processes set out below in cl. 4.2.

The roster patterns are published together on the MPI intranet and accessible to all members.

### **4.1.3 Working Flexibly**

Employees will, wherever practicable, be granted the opportunity of working flexibly.

Unlike directed or scheduled work hours, working flexibly day-to-day or a flexible work arrangement do not generally entitle the employee to penal payments to which they would otherwise be entitled. Individual cases that allow for penal payments linked to flexible working may be approved by a Director.

#### **4.1.3.1 Working Flexibly Day-to-Day**

MPI encourages informal use of tools such as flexitime and working from home to manage actual work hours, where possible and agreed between the parties. This clause relates to short term, day-to-day arrangements used to manage actual work hours.

In deciding whether to allow an employee to work flexitime, their manager will consider:

- availability of work;
- delivery of business outcomes;
- impact on the team;
- safe work practices; and
- the employee's personal circumstances.

Outside of a usual working day, where the employee is required to work from where they are, this time will be treated as part of their normal time, and may cross over their standard hours into overtime. Time will be counted in blocks of 15 minutes, as per the On-Call Guidelines.

#### **4.1.3.2 Employee Request for a Flexible Work Arrangement:**

Employees may request flexible working arrangements (including under Part 6AA of the Employment Relations Act 2000). Such requests may relate to days of work, hours of work, or place of work and may be for temporary or permanent flexible working arrangements. Any agreed change to the actual hours of work will be documented in writing.

To make a request for a Flexible Working Arrangement with your manager:

- a. Have a conversation with your manager about the working arrangement you would like (refer to the 'MPI Flexible Working Arrangements Policy' and 'Flexible Working Toolkit' for guidance as to what could be covered and considered during this discussion)
- b. Complete the 'Request for a Flexible Working Arrangements form
- c. Submit the request to your manager

Managers must consider all requests for flexible working arrangements carefully in a fair way and in good faith. The request must be acknowledged in writing. In considering the request, managers should refer to the 'MPI Flexible Working Arrangements Policy' and 'Flexible Working Toolkit' for guidance.

There may be informal or formal flexible working arrangements. Informal and formal arrangements require agreement by a manager. However, informal arrangements do not require a change to the employee's employment contract but the arrangement must still be documented

The manager must deal with a request as soon as possible, but no later than one month after you receive it. (Note: this is a statutory requirement.) They must respond in writing.

When a request for FWA is approved, managers will:

1. Deliver the decision in writing
2. Remind the employee the FWA will incur a change in employment terms and conditions (unless agreed otherwise)
3. Communicate with all relevant parties, update HR, provide HR with a completed Flexible Work Arrangements form and consider whether H&S requirements are still satisfied.

Before a request for FWA is declined, and it must be in writing, managers will:

1. Explore all alternatives
2. Pass on the request to HR advisers for further consideration
3. Pass on the request to their own management for solutions requiring higher delegations
4. Have received approval from the Director to decline the request (as per the Flexible Working Arrangements Policy).

#### **4.1.3.3 Overtime & Penal Time when on a flexible working arrangement**

Overtime does not apply to hours worked as a result of a flexible working arrangements.

#### **4.1.4 Maximum Daily Hours**

Apart from a declared response or a compliance operation, no employee is expected to work more than 11 hours in a day/single period of duty unless by agreement of the employee.

##### **4.1.4.1 Work in Excess of 12 Continuous Hours**

For Category C employees, it is accepted that in certain special circumstances (such as when stationed at an observation post), it may be necessary for employees to work in excess of 12 continuous hours. Any work in excess of 12 continuous hours within any one 24 hour period will be by agreement between the employee and their manager and compensated by time of in lieu at the rate of 1.5 hours for each hour worked, in excess of the 12 hours.

#### **4.1.5 Rosters**

Where there is a temporary roster variation for any period of up to five weeks in the hours of work at any workplace, the employees affected will be paid at overtime for that period. This does not apply to interim arrangements made under clause 4. 2.

The following minimum standards will apply to rosters:



- Breaks of only 9 hours will not be scheduled and will only be used in exceptional circumstances.
- No fewer than 2 consecutive periods of duty and no more than 6 consecutive periods of duty will be rostered.
- Employees will receive at least two consecutive days off per week on average.
- There will be no more than 11 hours (see also cl. 4.1.4 regarding maximum daily hours) and no fewer than 3 hours per period of duty.
- There will be no split shifts in rosters. Note split shifts may be accommodated as a flexible working arrangement on an individual basis. Employees will receive at least one in five weekends off.

The roster is published in advance at least one month prior to the commencement of a periodic roster cycle.

## **4.2 Changes to Actual Hours of Work**

### **Category A and C Employees**

Where there is a need to change an individual's or group's actual hours of work for Category A or C employees, the manager will consult and agree with the employee (or group of employees) on new actual hours of work. Such agreement will not be unreasonably withheld and must meet MPI's statutory obligations.

For Category B employees, the Review of Hours of Work clause (cl 4.2.1) set out below will apply.

The PSA will be notified as soon as possible of any proposal to change actual hours of work for any PSA members. Where the proposed change involves a group of two or more employees, the PSA will be included in the consultation process.

### **4.2.1 Category B - Review of Hours of Work**

Minor changes to start and finish times may be made following consultation. In this context "minor change" means a change of not more than 1 hour.

Where it is proposed to change a roster pattern (for example, from a 4/4 to a 4/2 pattern) or introduce a new roster pattern (including introduction or reduction/ removal of hours attracting penal payments), a local group comprising management and union representatives will be formed with the objective of reaching agreement on the proposal. Any such change will be subject to a formal variation of this Collective Agreement, but no party may withhold its agreement unreasonably to a proposed change.

The first priority is to make genuine endeavours to implement change by mutual agreement through the process described above. However, where there are genuine and urgent operational or commercial reasons requiring an urgent change to rostered days or hours, which reasonably could not have been foreseen, MPI may introduce a change to existing roster days or hours for one month at a time (reviewable, should the solution take longer to establish) to enable the parties to constructively engage on the longer term solution to the issue.

MPI will make a genuine effort to work with individuals to minimise the effect that changes to work schedules have on their lifestyle (e.g. in the context of child care). This may involve a delay of the application of the changes to the individual, consideration of a transfer to another part of the business and other appropriate steps, as long as the effect of this is not unreasonable in the context of business requirements.

### 4.3 Penal Time and Overtime

From time to time, work will be directed:

- outside an employee's actual hours of work; and/or
- during evening and weekend hours.

In such cases, the overtime and penal provisions detailed below will apply, provided that wherever possible Category A and C employees are expected to manage additional hours as part of flexible work hours, except for the NCC and Target Evaluators (refer below). Where management of additional hours using flexible work hours is not possible, the overtime provisions below will apply.

Overtime and penal time will not be paid in respect of the same hours. Penal time may be paid by event or annualised in fortnightly instalments (see cl 4.3.1). Overtime only applies to hours above that for full-time work.

#### 4.3.1 Penal Time

Any ordinary time worked at hours that attract penal rates will be paid at the following rates:

##### 4.3.1.1 Category A employees

- P0.9 additional per event for working weekends (midnight Friday to midnight Sunday), excluding public holidays.
  - In addition, Target Evaluators will receive a P0.25 additional per event for working weekday nights (midnight Sunday to 6am Monday, 6pm to 6am Monday to Thursday, and 6pm to midnight Friday), excluding public holidays.
- National Communications Centre employees (excluding the Manager) will receive rates as per the table below. Note the P0.10 loading was in lieu of overtime up to 88 hours (refer overtime clause 4.3.3):

	12.01am to 6.00am	6.01am - 8.00pm	8.01pm - midnight
Mon	P0.25	P0.10	P0.25
Tue			
Wed			
Thu			
Fri			
Sat	P0.9		P0.9
Sun			

#### **4.3.1.2 Category B employees**

- A P0.25 additional annualised or per event for working weekends (midnight Friday to midnight Sunday) excluding public holidays and for working weekday nights (midnight Sunday to 6am Monday, 6pm to 6am Monday to Thursday, and 6pm to midnight Friday), excluding public holidays.

See cl 1.3, Appendix 1 (Grand Parented Provisions) for Category B employees employed as at 30 June 2017.

#### **4.3.1.3 Category C employees**

- P0.25 loading for working nights Monday to Sunday (8pm-6am), excluding public holidays.

#### **4.3.2 Annualisation of Penal Time Payments**

For employees working an agreed rostered annual pattern of work, the non-standard hours of work payment may be annualised.

For employees working flexible working hours that do not have an agreed annual pattern of work, payment will be by event.

Where annualised, penal payments are calculated as the average number of non-standard hours x penal loading worked over 52 weeks x the hourly rate.  
Hourly rate = base salary/365 days x 14 days/80 hours.

Deductions may not be made from annualised payments where:

- managers declare there is no further work available and stand employees down;
- employees are on sick leave;
- employees are on bereavement leave; or
- employees are attending non-rostered training.

#### **4.3.3 Overtime**

Overtime is pre-approved additional hours above the full-time hours for a role (except for National Communications Centre employees (excluding the manager) for whom it is hours above 88). This includes additional hours worked in a response.

- Category A (except for Target Evaluators) employees earning an annual base salary of \$65,000 or less (pro-rated for part-time employees) will be paid overtime at time one and a half (T1½) for the first three hours and double time (T2) thereafter, except that double time will be paid for all overtime worked:
  - Between 10pm and 6am;
  - Between 10pm Friday and 6am Monday.
- Category A employees (except for Target Evaluators) earning an annual base salary of over \$65,000 (pro-rated for part-time employees) will receive time off in lieu at an hour for hour rate.

- Other than, National Communications Centre employees (excluding the manager) who will receive time off in lieu at the rate of T1.5 for each hour worked in excess of 88 hours per fortnight.
- Target Evaluators will receive the overtime provisions for Category B employees (bullet below) regardless of the salary cap until this CA is no longer in force, at which point they will revert to the Category A provisions unless otherwise agreed in future bargaining.
- All Category B employees, for hours above the daily or weekly hours according to the applicable roster, will be paid overtime at time one and a half (T1.5 for the first three hours and double time (T2) thereafter, except that double time will be paid for all overtime worked:
  - Between 10pm and 6am;
  - Between 10pm Friday and 6am Monday.
- All Category C employees, for hours above their weekly hours, will receive time off in lieu at an hour for hour rate, or at T1.25 where those overtime hours are worked during penal hours. A higher rate may apply instead via the 9 hour minimum break and maximum 12 hour provisions.

Overtime will not be paid at rates higher than appropriate to the work being performed, and will be calculated on the base rate for the position.

Overtime will be performed by volunteers on a rotational basis to the extent that the manager is satisfied that it will be carried out effectively by the volunteers. If the manager is in any doubt, they will direct staff as they think appropriate to the job to work overtime on a rotational basis.

An employee required to work overtime, other than as an extension of duty, on a Saturday, Sunday, or Public Holiday will be paid a minimum payment equal to three hours at the appropriate rate.

On the day on which daylight saving ceases, any additional time worked because of the alteration of clocks back by one hour will be paid as overtime (T2).

#### **4.3.3.1 Time Off in Lieu**

Time off in lieu accrued will not expire, and will be taken at a time mutually agreed between the employee and their manager. However, if time off in lieu cannot be managed by a business unit, the employee and their manager may agree for it to instead be paid out at the applicable overtime rate.

For Category B staff - time off in lieu for approved overtime may be granted at the request of the employee and MPI's agreement, at the overtime rate applicable to the time worked as overtime. Any BCS overtime is paid out unless time off in lieu is requested by the individual and agreed to by MPI.

#### **4.4 Deployment Out of your Region**

Unless provided for in a position description or offer of employment, deployment out of your region is by agreement. Deployments often take place at short notice and involve the rapid deployment of staff.

As much notice as possible of deployment out of your region will be given, with an expectation of 12 -24 hours to enable a staff member to organise their personal circumstances so that they are available for deployment as soon as possible.

The home manager, employee and deployment manager, in agreeing the deployment out of your region, will consider any additional costs or non-monetary disadvantages the employee may incur, and will account for those in any deployment paperwork such as a secondment agreement or the like.

Travel time for a deployment out of your region is treated as work time from the port of departure to the port of return e.g. from the airport you leave from to that airport on your return home.

##### **Considerations**

An individual's personal circumstances will be taken into account when determining suitability for deployment out of your region. Prior to confirming a deployment out of your region, consideration will be given to the following, including but not limited to:

- Length of time since the previous deployment out of your region (2 weeks break between deployments is preferred).
- Duration and frequency of previous deployments.
- Development needs.
- Leave balances.
- Existing commitments (e.g. training, leave) that mean the employee may be unavailable for parts of the deployment period (in general, MPI will attempt to honour existing commitments where practicable).
- Workload.
- Organisational priorities.
- Safety and wellbeing needs.

Where deployments out of your region may go beyond 8 weeks, an extension can be agreed by exception between the home manager, deployment manager and employee. It is preferred that an employee will not be asked to redeploy out of your region for at least two weeks.

#### **4.5 On Call Duty**

For the purposes of this Agreement, on call means where an employee is required to make themselves available to work when they are not otherwise on duty.

Where there is a requirement for MPI to provide after-hours coverage for unscheduled work, and there is not continuous coverage MPI will from time to time require staff to be rostered and/or available to undertake work including call out work.

No employee in these positions will be required to be on call for more than 50% of their off duty time in any 8 week period.

On call coverage will provide for minimum coverage to cover unforeseen work that may need to be delivered. Where an employee participates in scheduled on call work, an On Call allowance is payable.

Where the employee is required to work from where they are at the time of the call, this time will be treated as part of their normal time, and may cross over their standard hours into overtime. Time will be counted in blocks of 15 minutes, as per the On-Call Guidelines. This provision covers urgent on-call work, not work that may be directed to someone else or held until the next working day.

Where the employee is called out from where they received the call, the payment set out in cl 4.5 will apply.

Where an employee is rostered and available to be on call, a payment of \$210 per week (pro-rated for part weeks) applies. This may be annualised by agreement.

#### **4.5.1 Call Out**

A call out occurs when an employee who is on call is required to work after completing the day's work or duty and cannot do this from where they are, but must instead go to another place of work. Work will be paid for a minimum of three hours and on a gate to gate basis. Work is part of your normal time, which may be during your average 40 hours or in addition to your normal hours as part of OT.

Call-out is to be earned at the appropriate rate for a minimum of three hours, or for actual working and travelling time, whichever is the greater. Where a subsequent call-out commences and finishes within a period covered by an earlier call-out this shall already be considered paid as part of the first call-out. Where a call-out commences before the end of the first period, but continues beyond the end of a minimum period for a previous call-out, payment shall be made as if the employee had worked continuously from the beginning of the previous call-out, to the end of the later call-out.

#### **4.5.2 Short-Notice Request for Cover**

A short-notice request for cover occurs when an employee is asked to return to work after completing the day's work or duty/shift and having left the place of employment and before returning to duty. Attendance to return to work in this circumstance is voluntary. Work will be paid for a minimum of three hours and on a gate to gate basis.

### **4.6 Payment for Working on Public or MPI Holidays**

Where an employee is required to work on a Public or MPI Holiday, an additional T1 will be paid for all hours worked and a full day off in lieu provided. Note for Category B staff their MPI Holiday may not be those prescribed by the Director-General due to rostering, refer clause 5.2 Category B. For a Public Holiday a day off in lieu is credited as an alternative day as per clause 5.1 (Chapter 5 Holidays and Leave). The day off in lieu for working on a MPI Holiday is outlined under clause 5.2.

#### **4.7 Penal Provisions – Nine Hour Break**

A minimum break of at least nine continuous hours will be provided, whenever possible, between two full periods of duty. Otherwise normal overtime rates will be paid until a nine hour break is taken.

Full periods of duty include:

- periods of normal rostered work (including responses); or
- periods of overtime that are continuous with a period of normal rostered work;
- overtime equivalent to a period of full-time duty or call out duty (including responses). Note: if Overtime of less than a full period of duty is worked between two full periods of duty or more, a break of at least nine continuous hours must be provided either before or after the Overtime. If such a break has been provided before the Overtime it does not have to be provided afterwards as well.

Time spent off duty during actual hours solely to obtain a minimum nine-hour break will be paid at ordinary time rates. Any absence after the ninth continuous hour of such a break, if it occurs in ordinary time, will be treated as a normal absence from duty.

If a break of at least nine continuous hours cannot be provided between periods of qualifying duty, the duty will be regarded as continuous until a break of at least nine continuous hours is taken. The duty will be paid at overtime rates, with proper regard to the time at which it occurs and the amount of overtime that precedes it.

Where a callout commences before normal start time, that callout may be regarded as being continuous with normal hours of work provided that a nine hour break has occurred immediately before the commencement of the callout.

The requirement to provide a break wherever possible applies whether or not any additional penalty payment will apply under the provisions of this clause.

The penalty payment provisions of this clause will not apply if the result would be to give an employee a lesser payment than they would otherwise have received.

#### **4.8 Meals and Rest Breaks**

MPI will provide employees with a reasonable opportunity, during the employee's work period, for rest, refreshment, and attention to personal matters.

The breaks are all uninterrupted. NB: For the purpose of this clause/table alone "work period" includes all paid and unpaid breaks as specified above.

Length of employee's work period	Minimum number of rest and/or meal breaks	If the employer and employee cannot agree to the timing of breaks, an employer must provide breaks at the following times, so far as is reasonable and practicable.
<b>2.00 - 4.00 hours</b>	1 x 10 minute paid rest break	In the middle of the work period
<b>4.01 - 6.00 hours</b>	1 x 10 minute paid rest break	One-third of the way through the work period
	1 x 30 minute unpaid meal break	Two-thirds of the way through the work period
<b>6.01 - 10.00 hours</b>	1 x 10 minute paid rest break	Halfway between the start of work and the meal break
	1 x 30 minute unpaid meal break	In the middle of the work period
	1 x 10 minute paid rest break	Halfway between the meal break and the finish of the work period
<b>10.01 – 12 hours</b>	1 x 10 minute paid rest break	Halfway between the start of work and the meal break
	1 x 30 minute unpaid meal break	In the middle of the first 8 hours of work
	1 x 10 minute paid rest break	Halfway between the meal break and the end of the first 8 hours of work
	1 x 10 minute paid rest break	Halfway between the end of the first 8 hours of work and the end of the work period
<b>12.01 to 14 hours</b>	1 x 10 minute paid rest break	Halfway between the start of work and the first meal break
	First 30 minute unpaid meal break	In the middle of the first 8 hours of work
	1 x 10 minute paid rest break	Halfway between the meal break and the end of the first 8 hours of work
	1 x 10 minute paid rest break	One third of the way between the end of the first 8 hours of work and the end of the work period
	Second 30 minute unpaid meal break	Two thirds of the way between the end of the first 8 hours of work and the end of the work period
<b>14.01 to 16 hours</b>	1 x 10 minute paid rest break	Halfway between the start of work and the first meal break
	First 30 minute unpaid meal break	In the middle of the first 8 hours of work
	1 x 10 minute paid rest break	Halfway between the first meal break and the end of the first 8 hours of work
	1 x 10 minute paid rest break	Halfway between the end of the first 8 hours and the second meal break
	Second 30 minute unpaid meal break	Halfway between the end of the first 8 hours and the end of work
	1 x 10 minute paid rest break	Halfway between the second meal break and the end of work

An employee is generally expected to manage their work so as to ensure they have the following breaks and achieve what is required of them:

- A meal break of between 30 and 60 minutes about the middle of the period of work for the day at an agreed convenient time;
- [a] paid break/s of about 10 minutes at an agreed convenient time between the parties.

Where Category B employees are rostered for a period of duty of 11 hours and 25 minutes, one paid meal breaks of thirty minutes duration will be notified to them on the daily work allocation sheet. A second paid break of thirty minutes being 3x10 minute paid rest breaks will also be notified. The first between two and four hours of commencement of duty; the second four hours after the end of the first break.

Employees will not normally be required to work for more than 5 hours continuously without being relieved from duty for a meal period of between 30 and 60 minutes.



## **4.9 Seagoing Duties for Compliance Officers**

### **4.9.1 Time off for Seagoing Duties**

The following special conditions will apply to employees at sea overnight beyond harbour limits, or within harbour limits at the discretion of the manager, carrying out fisheries enforcement duties.

For the purpose of this provision, days spent at sea will include all complete days (midnight to midnight) spent at sea plus one additional day.

a) For each day spent at sea, employees will be entitled to days off as follows:

Days at Sea	Entitlement
1	½
2	1
3	1 ½
4	2
5	2
6	2 ½
7	3

- b) In addition to the above, employees will be entitled to the following days off:
- Saturdays, Sundays or public holidays that fall immediately before, during or immediately after the days off taken under a) above.
  - One day for every statutory holiday that falls during the cruise.
- c) Where a vessel to which an employee is assigned enters port for less than 48 hours and the employee is required to stay on board the vessel for this period the time off entitlement will be calculated as if the vessel had been continuously at sea.
- d) Time off earned during a period of duty at sea will be taken as soon as practicable and no later than one month after the completion of that period of duty. In exceptional cases this may be extended to two months.

### **4.9.2 Allowances for Seagoing Duties**

- a) This allowance of \$94.00 per day will apply to employees at sea overnight. If there is a temporary stopover other than their home port of less than 48 hours during a trip the allowance will continue to be paid as if the vessel had been continuously at sea. Payment for the first and last days at sea will be at 50% of the appropriate rate for a full day at sea.
- b) No overtime will be payable for hours worked at sea. For the purpose of calculating hours worked when in receipt of Seagoing Allowance in a, the following will also apply:
- For each complete period of 24 hours at sea a maximum of 8 hours at time one may be credited towards hours worked within the 40 hour week;
  - After a maximum of 40 hours has been credited for a seven day period at sea any further time worked after 40 on shore will be treated as overtime;
  - For the first and last days at sea actual hours worked up to 8 hours per day may be credited.

For the purposes of this clause where a vessel to which an employee is assigned stops over in a port for less than 48 hours and the employee concerned is continuously assigned to the vessel for this period, payment of the allowance will continue to be made as if the vessel had been continuously at sea.

## **Chapter 5 Holidays and Leave**

Nothing in these provisions limits rights or obligations under the Holidays Act 2003. These entitlements are inclusive of, and not in addition to, the provisions of the Holidays Act 2003.

### **5.1 Public Holidays**

The following days will be observed as Public Holidays:

- Christmas Day
- Boxing Day
- New Year's Day
- The Day after New Year's Day (or another day in its place)
- Waitangi Day
- Good Friday
- Easter Monday
- ANZAC Day
- Sovereign's Birthday
- Labour Day
- Anniversary Day (as observed in the workplace concerned)

Provided that in the case of a part-time employee Public Holidays will be granted only where the day concerned is a day normally worked by that employee.

Every employee will be entitled to a full day off for working on a Public Holiday.

### **5.2 MPI Holidays**

All employees will receive three MPI Holidays each year as prescribed by the Director-General, not being a Public Holiday, Saturday or Sunday. These days will usually be the three consecutive working days immediately after Boxing Day.

Category A and C: where any or all cannot be taken because you are required to work or are on-call the employee's next one, two or three leave days (they need not be consecutive if there is more than one) will be taken as their MPI Days. These days must be used before the next year's MPI days fall due, and will not be a Public Holiday, Saturday or Sunday.

Category B: where any or all of the three consecutive working days prescribed by the Director General are able to be taken, Category B employees will be directed to take their MPI Holidays on those days. Where one, two or three of these days cannot be taken because you are required (rostered) to work or are on-call you will be paid those days as a normal working day. The employee's next one, two or three leave days (they need not be consecutive if there is more than one) will be taken as their MPI Days. These days must be used before the next year's MPI days fall due, and will not be a Public Holiday, Saturday or Sunday. If MPI calls you in to work on any days that you have requested and had approved as MPI Day(s), MPI will pay you an additional T1.0 for all hours worked on that day(s) and you will be able to re-take that MPI day(s) as part of your next leave period.

Provided that in the case of a part-time employee MPI Holidays will be granted only where the day concerned is a day normally worked by that employee.

### **5.3 Holidays Falling During Leave or Time Off**

#### **5.3.1. Leave on Pay**

Where a Public or MPI Holiday falls during a period of annual leave, sick leave on pay or special leave on pay an employee is entitled to that holiday which is not to be debited against such leave. This provision does not apply to a holiday falling during annual or retiring leave after the employee has ceased work prior to leaving MPI, unless the employee has worked at any time during the fortnight ending on the day on which the holiday is observed.

#### **5.3.2. Leave without Pay**

An employee will not be entitled to payment for a Public or MPI Holiday falling during a period of leave without pay, unless the employee has worked at any time during the fortnight ending on the day the holiday is observed.

#### **5.3.3. Leave on Reduced Pay**

An employee will be paid at the reduced rate for a Public or MPI Holiday falling during a period of leave on reduced pay.

#### **5.3.4. Off Duty Days**

If a Public or MPI Holiday falls on an employee's rostered off duty day, the employee will be granted equivalent time off.

### **5.4 Annual Leave**

All employees will be granted four weeks annual leave after the completion of each year of service. After five years current continuous service, eligible employees will receive an additional 0.4 weeks annual leave with respect to the sixth and each subsequent completed year of service.

As part of MPI's leave system this entitlement will be earned proportionately on a fortnightly basis, based on an 80-hour fortnight.

#### **5.4.1. Taking Leave**

Managers will ensure that employees have the opportunity to take all leave due to them in any year with at least one uninterrupted break of two weeks.

The timing of annual leave will be decided by agreement, taking into account work requirements and the employee's personal preferences. Where no agreement can be reached and 12 months have passed since the employee has become entitled to the leave, the Director-General may direct an employee to take annual leave that the employee has become entitled to, taking the employee's wishes in the matter into account as far as practicable.

#### **5.4.2. Accumulation**

Any employee may earn up to two weeks' annual leave over and above their annual leave entitlement at any one time. Annual leave may be earned over this maximum provided the days are part of an approved worksite/business leave plan and, once granted, the leave is taken.

#### **5.4.3. Anticipation**

An employee may be permitted to anticipate up to half the annual leave entitlement due, subject to refund on resignation if the next entitlement has not

been earned. An employee in their first year of service may be granted anticipated annual leave proportionate to their length of service.

An employee with over 20 years' continuous service may anticipate one year's annual leave entitlement, subject to refund on resignation if the next entitlement has not been earned.

#### **5.4.4. Additional Leave**

The Director-General may, subject to operational requirements, approve a permanent increase to the annual leave entitlement for an employee in week lots. Generally this will be up to a maximum of six weeks total annual leave per annum. Salary will be decreased by 2% per annum for each additional week's leave entitlement granted.

### **5.5 Long Service Leave**

An employee who has met the following service criteria is eligible for paid long service leave:

- After 10 years' continuous service in MPI: 2 weeks' leave.
- Every 5 years' continuous service in MPI thereafter: 1 weeks' leave.

Long service leave may be taken in blocks of one or two weeks. Long service leave must be taken prior to the next entitlement falling due, unless there is written agreement to carry over the leave entitlement.

Note: Also refer to cl. 1.7 Appendix 1 – Grand Parented Provisions.

### **5.6 Shift Leave**

Shift leave will be provided to Category B employees and Target Evaluators who work on the following rosters in the table below. Should hours of work arrangements for the groups below change, shift leave will be reviewed at the time of change to ensure equities remain.

Roster	Shift leave per annum – shown as periods of duty
AKL ITB QO	5
AKL ITB CQO	5
AKL DDH	5
AKL DDH CQO	5
AKL Rotational QO	5
ChCh DDH	5
WGT DDH	5
ChCH QO	4.5
Target Evaluators	5
AKL Rotational CQO	5
WGT	4
AKL Wharf	2.5
TGA	2
Queenstown	2
Two individuals	3

The employee is encouraged to use the entitlement each year, but may have a balance of more than the annual allocation per individual year provided those days are part of an approved worksite leave plan and, once granted, the leave is taken.

## **5.7 Sick Leave**

Sick leave is designed to support recuperation of the person from illness or injury, and/or to prevent spread of infection in the workplace, as well as to enable an employee to provide care for their injured or sick partner or spouse, or any for other person who depends on them for care who is sick or injured.

Payment for sick leave will be prorated for part-time employees.

### **5.7.1. Entitlement**

MPI will provide:

- sick leave on pay up to the employee's entitlement as set out below; and then
- sick leave without pay on production of a medical certificate.

Sick leave will be provided for at the rate of 10 days per annum, increasing to 12 days following completion of 2 years' service. Unused sick leave may accumulate from year to year to a maximum of 260 days at any point.

Note: Also refer to cl 1.8 of Appendix 1 – Grand Parented Provisions.

No deductions will be made for absences of less than two hours. An employee who works on shift will be expected to organise their appointments to coincide with their days off, however, in an emergency the two-hour absence will be recognised.

### **5.7.2. Special Sick Leave**

Where the employee has insufficient sick leave to cover a period of absence, the Director-General will give genuine consideration to the provision of additional sick leave on pay along with a range of options to support employees to return to work. Sick leave of any special nature will be included in the aggregate of sick leave taken, but such leave will be noted on the employee's personal file.

### **5.7.3. Medical Certificate**

Where absence on sick leave, whether with or without pay, extends beyond 5 consecutive working days, whether or not interrupted by off duty days or weekends, employees must, if requested, produce to their manager a medical certificate stating the probable period of absence.

The employer may require proof of sickness or injury within 5 consecutive working days if the employer:

- a) informs the employee as early as possible that the proof is required; and
- b) agrees to meet the employee's reasonable expenses in obtaining the proof.

Where an employee absent on sick leave is suspected of being absent from duty without sufficient cause, the employee may be directed to submit to a medical examination by a registered medical practitioner. The Director-General may issue the direction for the examination, nominate the medical officer and, if warranted, approve a refund of expenses incurred by an employee in complying with this provision.

#### **5.7.4. Sickness During Periods of Other Leave**

When sickness or injury occurs during annual or long service leave, the Director-General may permit the period of sickness to be re-credited to the employee's annual leave entitlement and debited against the sick leave entitlement except where the sickness occurs during leave following termination of employment.

Where sickness or injury occurs before approved annual leave begins, MPI will allow the employee to take any period of illness or injury that they would have taken as annual leave as sick leave.

#### **5.7.5. Care for Dependents Leave**

Employees may use their personal sick leave entitlements in situations where their spouse or partner or a person who depends on the employee for care is sick or injured or otherwise incapacitated, provided that a maximum of 10 days sick leave can be used for these purposes in any year. This amount may be increased in circumstances where the employee's manager agrees it is appropriate.

#### **5.7.6. Anticipation**

The Director-General may permit employees to anticipate their next sick leave entitlement.

The value of anticipated sick leave will be deducted from the employee's final pay should the employee resign before the next entitlement falls due.

### **5.8 Accident Leave**

Accident leave, will be granted pursuant to the Accident Compensation Act 2001.

### **5.9 Parental Leave**

Refer to Chapter 8 Family Friendly/Wellbeing Provisions.

### **5.10 Bereavement Leave**

An employee will be granted special bereavement leave on full pay to discharge their obligations and/or to pay their respects to a deceased person with whom they have had a close relationship. Such obligations may exist because of blood or family ties or because of particular cultural requirements.

The period of bereavement/tangihanga leave will be agreed between the employee and MPI; however employees will receive a minimum of three days bereavement leave on the death of a close relative. A minimum of one day's paid leave will be provided on the death of any other person if the employee's manager accepts that the employee has suffered bereavement. Employees will be entitled to a minimum of one day's paid leave to attend an unveiling.

In granting time off, the manager must administer these provisions in a culturally sensitive manner taking into account:

- the closeness of the association between the employee and the deceased (Note: This association need not be a blood relationship);
- whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death;

- the amount of time needed to discharge properly any responsibilities or obligations;
- reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel; and
- a decision must be made as quickly as possible so that the employee is given maximum time possible to make any arrangements necessary. In most cases the necessary approval will be given immediately, but may be given retrospectively where necessary.
- if paid special leave is not appropriate then annual leave or leave without pay should be granted.

If a bereavement occurs while an employee is on leave on pay such as annual leave, sick leave, long service leave (except where this is taken on termination of duty), then such leave may be interrupted and bereavement leave granted. If a bereavement occurs before approved annual leave begins, MPI will allow the employee to take any period of bereavement that they would have taken as annual leave as bereavement leave.

### **5.11 Domestic Violence**

In the event that an employee is affected by domestic violence (as defined in section 3 of the Domestic Violence Act 1995), the employee or a representative of the employee may at any time make a written request to temporarily change his/her working arrangements for a period of up to two months, for the purposes of dealing with the effects of domestic violence (this applies even if the domestic violence occurred before the person became an employee). This may include flexible working measures like changes to pattern of working hours, or health and safety measures like changes to work telephone number or email address.

All personal information concerning domestic violence will be kept confidential (except where disclosure is required by law or permitted under the Privacy Act 1993) and will not be kept on the employee's personnel file without their agreement.

The Employer agrees that any written request for changes to the employees working arrangements will be considered as soon as possible and the employee will be notified of the outcome within 10 days from the date of the request being made.

Proof of domestic violence may be requested by the Employer within 3 days of receiving the written request from the employee. Such proof of domestic violence can be in the form of a document from the police, a health professional or a family violence support service.

Nothing in this clause derogates from the requirements of Part 6AB of the Employment Relations Act 2000.

### 5.11.1 Domestic Violence Leave

After 6 months current continuous employment an employee is entitled to up to 10 days domestic violence leave per annum. An employee is entitled to domestic violence leave in the event that an employee is affected by domestic violence and requires leave to deal with the effects of domestic violence. The Employee shall be paid at their relevant daily rate of pay for domestic violence leave, or if it is not practical to use relevant daily pay, then average daily pay will apply.

The Employer may request proof of domestic violence prior to paying domestic violence leave.

The domestic violence leave will be administered in accordance with the Employment Relations Act 2000 and the Holidays Act 2003 (as amended by the Domestic Violence- Victims' Protection Act 2018).

### 5.12 Resigning Leave

These provisions are only applicable to Category B employees. Resigning leave, as set out in the following table, may be granted to an employee who resigns having completed service as follows:

Years of Service	Leave Working Days	Years of Service	Leave Working Days	Years of Service	Leave Working Days
20	32	26.5	42	33	51
20.5	33	27	42	33.5	51
21	34	27.5	43	34	52
21.5	34	28	44	34.5	53
22	35	28.5	44	35	54
22.5	36	29	45	35.5	55
23	36	29.5	46	36	55
23.5	37	30	46	36.5	56
24	38	30.5	47	37	56
24.5	39	31	48	37.5	57
25	39	31.5	49	38	59
25.5	40	32	49	38.5	59
26	41	32.5	50	39	59
				39.5	60

Service is defined as current unbroken service. Previous service is not creditable for resigning leave.

Resigning leave is payable only to an employee who has given one months' notice of resignation, where the work record is satisfactory and MPI is certain that the employee is not leaving to work in competition with MPI. Payment may be withheld for a further two months to enable MPI to ascertain this.

Where an employee has taken long service leave prior to resignation, the resigning leave due is to be reduced by 20 days but for each complete period of six months worked after the taking of long service leave, an additional credit of one day is to be granted up to a maximum of twenty days.



Where an employee resigns on the grounds of ill health the full resigning leave entitlement will be granted and no reduction will be made for any long service leave taken.

Resigning leave entitlements for reduced hour or part-time employees will reflect the pattern of service of the employee.

Note: Also refer to cl. 1.9 of Appendix 1 – Grand Parented Provisions.

An employee may take resigning or retiring leave, but not both. Any anticipation of retiring leave will be deducted from any resigning leave taken.

### **5.13 Discretionary Leave Without Pay**

An employee may apply for leave without pay and MPI will make reasonable efforts to accommodate such requests. Each application will be considered according to its merits with a decision made taking account of the circumstances of the individual as made known to the employer and the operational needs of the employer.

Placement on return from discretionary leave without pay of more than three months is conditional on a suitable vacancy and salary range and location cannot be guaranteed. An employee who cannot be placed in employment on return will be given one month's notice in writing that their employment is to be terminated.

Without limiting the application of this provision, the matters that MPI will take into account when exercising discretion may include:

- accompanying a partner on an overseas posting;
- the impact of the proposed leave without pay on the work of the organisation and on the workload of others;
- equity considerations;
- the net cost to MPI for the period of leave without pay.

For approved extended discretionary leave without pay of up to three months, the position will be held open and service will be interrupted but not broken.

### **5.14 Special Leave for Community Responsibilities**

An employee may be granted paid leave for the purposes of the following:

Court/Jury

Service

Witness Leave

#### **Jury Service**

An employee may be granted paid leave for jury service. Expenses may be retained by the employee but all jurors' fees are to be paid to MPI unless an employee elects to take annual leave or leave without pay in which case the fees may be retained.

#### **Legal Witness**

Where an employee is called as a witness in a private capacity for a Criminal or Traffic Case, up to three days paid leave may be granted. The employee is to recover fees and expenses from the party calling the witness, and repay the fees to MPI.

Where an employee is called as a witness in a private capacity for other than a Criminal or Traffic Case, annual leave or leave without pay may be granted. The employee is to pay any expenses incurred and is to retain such fees and expenses as may be awarded by the Court.

Leave to attend meetings of Boards, Councils and Committees	<p>The Director-General will approve up to six days paid leave in any 12 month period for employees attending meetings of Boards, Councils and Committees providing that:</p> <ul style="list-style-type: none"> <li>• The appointment to the Board, Council or Committee is by Ministerial appointment.</li> <li>• There are no difficulties involved in releasing employees from their duties.</li> <li>• There is no conflict of interest.</li> <li>• Any remuneration received for the period that paid leave was granted should be refunded to MPI.</li> </ul>
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Leave for Outward Bound courses	Paid leave and the payment of fees in full will be granted for approved employees to attend Outward Bound Courses.
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Leave to attend Conferences and Conventions	Paid leave may be granted for employees to attend conferences and conventions where the attendance will benefit both MPI and the employee, is at the convenience of MPI and has been approved in advance.
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Leave for Civil Defence, Search and Rescue operations and Fire Fighting	<p>Employees who attend conferences or courses sponsored or supported by the Ministry of Civil Defence may be granted paid leave at MPI's convenience.</p> <p>Employees who volunteer during or following an emergency may be granted paid leave for the duration of an emergency, up to a maximum of three days.</p> <p>Employees who have been granted approval to undertake a commitment may be granted paid leave for the duration of an emergency, up to a maximum of ten days. Employees who undertake Civil Defence work without prior consent may be granted special leave without pay.</p> <p>Employees who are members of recognised fire fighting forces may be granted paid leave for emergency call-outs during normal working hours, subject to consent being obtained from the employee's manager.</p>
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Leave for First Aid training	<p>Employees required by MPI to attend First Aid training courses will be granted paid leave and a refund of the course fees on production of a receipt.</p> <p>Employees who attend courses outside working hours are to be granted time off in lieu at MPI's convenience. However, shift workers may be paid T1 for hours attended, in lieu of time off.</p>
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In addition, employees who represent New Zealand in an international sporting forum may be granted paid or unpaid leave. The amount of paid or unpaid special leave will depend on the period of time the employee will be away and whether the sporting team is funded or not. Applications will be assessed on a case by case basis.

Any leave under this provision is by mutual agreement, between an employee and their manager.

### **5.15 Study Leave and Assistance**

All employees will be provided fair and equal access to professional development opportunities subject to business need and consistent with MPI policies and procedures. This will include active encouragement and the opportunity to improve their proficiency in Te Reo Maori at MPI expense.

All study must be relevant to the work of MPI and be seen to be facilitating the employee's wider growth and development. To enable employees to undertake a course of study to complete qualifications, attend courses or seminars or undertake research or projects the Director-General may approve:

- study leave with or without pay. Support for study leave may include paid or unpaid leave for attendance at lectures, tutorials, workshops, and attendance and preparation for examinations or assessments; and
- travel time and reimbursement of study related costs, e.g. tuition and examination fees where the course of study is successfully completed.

In determining the level of support for study leave and study related costs, MPI, in consultation with the employee, will take into account:

- the time commitment required and the workload of the employee;
- programme requirements such as attendance at lectures or workshops, residential modules, on-the-job or practical experience, examinations and assessments;
- additional support available such as use of work facilities and technology;
- the impact of the leave on the work of the organisation and on the workload of the employee and others; and
- the affordability of providing the support to the employee.

Study awards may also be granted to enable employees to undertake full-time university study for recruitment and development purposes. Such awards may include the payment of full or part salary, study-related expenses, transfer expenses and standard leave entitlements.

### **5.16 Leave for Military Training**

Leaves of absence will be granted to employees to undertake military training or service in accordance with the Volunteers Employment Protection Act 1973. Employees will notify their managers as soon as possible but give at least 14 days' notice before undertaking such training or service.

For one or more period of whole-time service or training, a total of up to three months leave a year will be granted for initial training, then up to three months a year thereafter. For one or more periods of part-time service or training, a total of up to four weeks leave will be granted per year. For the purposes of this clause, a year runs from 1 July in one year to 30 June in the following year.

Employees will refund to MPI the lesser amount of either salary or military pay.

Additional leave without pay of up to 12 months will be made available to employees undertaking peacekeeping duties.

### **5.17 Transfer Leave**

An employee with a family, who is on transfer at MPI expense, may be granted paid leave to:

- visit their family; and
- assist with the transfer of family and effects. Such leave may be granted to cover actual travelling time plus two days.

### **5.18 Civil Emergencies Leave**

For formally declared civil emergencies where the employee is directly and significantly affected, including in their ability to reasonably attend the workplace or work remotely from the workplace, applications for up to 3 days special paid leave will be considered. Unpaid special leave applications over and above this will be considered based on the same criteria.

## Chapter 6 Remuneration

### 6.1 Rates of Pay

Salary ranges, including the general salary ranges and the combined operations pay scale (COPS), are in this chapter.

### 6.2 Category A Employees

#### 6.2.1 General Salary Ranges

Effective 1 July 2019

		Range Z (880-1055)	Range A (735-879)	Range B (614-734)	Range C (519-613)	Range D (439-518)	Range E (371-438)	Range F (314-370)	Range G (269-313)	Range H (<268)
	Max	\$236,186	\$201,317	\$171,793	\$146,849	\$123,336	\$101,482	\$88,559	\$76,924	\$68,290
Auto-Steps (note Ranges Z-B auto- steps end at Step 3, C at step 4, and others at Step7)	Step 7	\$205,379	\$175,058	\$149,385	\$127,695	\$107,249	\$88,245	\$77,008	\$66,890	\$59,383
	Step 6					\$106,177	\$87,363	\$76,238	\$66,221	\$58,789
	Step 5					\$104,032	\$85,598			
	Step 4				\$121,310	\$101,887	\$83,833	\$74,698	\$64,883	\$57,602
	Step 3	\$184,841	\$157,552	\$134,447	\$117,479	\$98,669	\$81,185	\$72,388	\$62,877	\$55,820
	Step 2	\$180,734	\$154,051	\$131,459	\$113,649	\$95,452	\$78,538	\$69,307	\$60,201	\$53,445
	Step 1	\$174,572	\$148,799	\$126,977	\$108,541	\$91,162	\$75,008	\$65,457	\$56,857	\$50,476

Effective 1 July 2020

		Range Z (880-1055)	Range A (735-879)	Range B (614-734)	Range C (519-613)	Range D (439-518)	Range E (371-438)	Range F (314-370)	Range G (269-313)	Range H (<268)
	Max	\$238,548	\$203,330	\$173,511	\$148,318	\$124,570	\$102,497	\$89,445	\$77,693	\$68,973
Auto-Steps (note Ranges Z-B auto- steps end at Step 3, C at step 4, and others at Step7)	Step 7	\$207,433	\$176,809	\$150,879	\$128,972	\$108,321	\$89,127	\$77,778	\$67,559	\$59,977
	Step 6					\$107,238	\$88,236	\$77,000	\$66,883	\$59,377
	Step 5					\$105,072	\$86,454			
	Step 4				\$122,523	\$102,905	\$84,671	\$75,445	\$65,532	\$58,178
	Step 3	\$186,690	\$159,128	\$135,791	\$118,654	\$99,656	\$81,997	\$73,111	\$63,505	\$56,378
	Step 2	\$182,541	\$155,592	\$132,773	\$114,785	\$96,406	\$79,323	\$70,000	\$60,803	\$53,979
	Step 1	\$176,318	\$150,287	\$128,247	\$109,626	\$92,073	\$75,758	\$66,111	\$57,425	\$50,980

#### 6.2.2 Business Technology & Information Services Salary Ranges

Effective 1 July 2019

		Range C (519-613)	Range D (439-518)	Range E (371-438)	Range F (314-370)	Range G (269-313)
	Max	\$160,423	\$137,422	\$115,869	\$100,158	\$89,191
Auto-Steps (note Ranges C auto-steps end at Step 4, and others at Step7)	Step 7	\$139,498	\$119,497	\$100,756	\$87,094	\$77,557
	Step 6		\$118,302	\$99,748	\$86,223	\$76,781
	Step 5		\$115,912	\$97,733		
	Step 4	\$132,523	\$113,522	\$95,718	\$84,481	\$75,230
	Step 3	\$128,338	\$109,937	\$92,696	\$81,868	\$72,904
	Step 2	\$124,153	\$106,352	\$89,673	\$78,385	\$69,801
	Step 1	\$118,573	\$101,572	\$85,643	\$74,030	\$65,923

Effective 1 July 2020

		Range C (519-613)	Range D (439-518)	Range E (371-438)	Range F (314-370)	Range G (269-313)
	Max	\$162,027	\$138,796	\$117,028	\$101,160	\$90,082
Auto-Steps (note Ranges C auto-steps end at Step 4, and others at Step7)	Step 7	\$140,893	\$120,692	\$101,764	\$87,965	\$78,333
	Step 6		\$119,485	\$100,746	\$87,085	\$77,549
	Step 5		\$117,071	\$98,711		
	Step 4	\$133,848	\$114,657	\$96,675	\$85,326	\$75,983
	Step 3	\$129,622	\$111,037	\$93,622	\$82,687	\$73,633
	Step 2	\$125,395	\$107,416	\$90,570	\$79,168	\$70,499
	Step 1	\$119,759	\$102,588	\$86,499	\$74,770	\$66,583

### **6.2.3 Starting Rates**

Managers may appoint based on previous experience, the principles of equal pay/pay equity, availability of labour within the market, and taking into account internal relativities.

### **6.2.4 Progression for Category A Employees**

This subclause applies to Category A employees who are PSA members.

An employee will progress a step on their salary range scale on 1 July each year, within the auto-steps. New appointees starting after 31 March but before 1 July will progress to the next step on 1 July the following year.

Where auto-steps cease, then further remuneration increases will be determined in line with MPI's remuneration policy.

The employee will receive an autostep increase each year where it exists, unless under a formal performance improvement plan under MPI's Improving Poor Performance guidelines.

### **6.2.5 Minimum size of salary review increase**

Where a Category A employee above an auto-step in the salary band is awarded a salary increase through the annual review, the amount of that movement will be a minimum of \$500.

## **6.3 Category B and C Employees**

### **6.3.1 Recognition of Prior Service**

Where a former MPI Quarantine Officer returns to MPI after a service break of less than 5 years and is reappointed to a Quarantine Officer role, they will be appointed to the Quarantine Officer step commensurate to years of experience and not less than:

<b>Years Of Experience</b>	<b>Quarantine Officer/ Step</b>
One year or less	QO1
Between one and two years	QO2
Between two and three years	QO3
Between three and four years	SQO1
More than four years	SQO2

Where a former MPI Quarantine Officer returns to MPI after a service break of more than five years, they may be appointed on step one of the Border COPS scale and during the first three months of employment MPI will conduct a series of competency assessments in relation to the operational warrant applicable to their role. If the person successfully achieves the required competencies then they will be moved to the appropriate step commensurate to years of experience and back pay to the date of commencement of employment will be paid. If the person does not achieve the required competencies they will be given further opportunity to complete these and are then moved the commensurate step, no back pay is payable in this instance.

Where a current MPI Category A or Category C employee is appointed to a Category B role, the employee will be appointed to at least one step higher than the ordinary entry point for their new role. Where there may be an overall reduction in ordinary pay, that employee's ordinary pay will be maintained at current rates until completion of training and attainment of an operational warrant.

### 6.3.2 Combined Operations Pay Scales - Border Clearance Services 25/25

CQO: Chief Quarantine Officer	ACQO: Assistant Chief Quarantine Officer
SQOT: Senior Quarantine Officer Technical	SQO: Senior Quarantine Officer
RQO: Regional Quarantine Officer	QO: Quarantine Officer
DDPT: Detector Dog Programme Trainer	SD: Scheduler
OGP: Operations Group Planner	OGR: Operations Group Rosterer
KA: Kennel Assistant	QA: Quarantine Assistant

Effective 1 July 2019

BASE SALARY (25/25 Penal)	Border Clearance Services (Category B Employees)			
\$87,900	CQO 4			
\$85,429	CQO 3			
\$83,022	CQO 2			
\$80,684	CQO 1			
\$77,761	ACQO 2	SQOT 4	DDPT 4	
\$76,006	ACQO 1	SQOT 3	DDPT 3	
\$74,253		SQOT 2	RQO 2	DDPT 2
\$72,499		SQOT 1	RQO 1	DDPT 1
\$71,815		SQO 3		
\$69,475		SQO 2		
\$67,257		SQO 1	OGP 4	OGR 4
\$65,249			OGP 3	OGR 3
\$63,166		QO 4	OGP 2	OGR 2
\$61,148		QO 3	OGP 1	OGR 1
\$59,195		QO 2		
\$57,303		QO 1	SD 4	
\$55,410		QA 4	KA 4	SD 3
\$53,581		QA 3	KA 3	SD 2
\$51,812		QA 2	KA 2	SD 1
\$50,100		QA 1	KA 1	

Effective 1 July 2020

BASE SALARY (25/25 Penal)	Border Clearance Services (Category B Employees)				
\$89,658	CQO 4				
\$87,138	CQO 3				
\$84,682	CQO 2				
\$82,298	CQO 1				
\$79,316	ACQO 2	SQOT 4		DDPT 4	
\$77,526	ACQO 1	SQOT 3		DDPT 3	
\$75,738		SQOT 2	RQO 2	DDPT 2	
\$73,949		SQOT 1	RQO 1	DDPT 1	
\$73,251		SQO 3			
\$70,865		SQO 2			
\$68,602		SQO 1		OGP 4	OGR 4
\$66,554				OGP 3	OGR 3
\$64,429		QO 4		OGP 2	OGR 2
\$62,371		QO 3		OGP 1	OGR 1
\$60,379		QO 2			
\$58,449		QO 1			SD 4
\$56,518		QA 4	KA 4		SD 3
\$54,653		QA 3	KA 3		SD 2
\$52,848		QA 2	KA 2		SD 1
\$51,102		QA 1	KA 1		



### 6.3.3 Combined Operations Pay Scales - Compliance Services

ACCO: Assistant Chief Compliance Officer	
SCO: Senior Compliance Officer	CO: Compliance Officer
SA: Senior Analyst	A: Analyst
SI: Senior Investigator	I: Investigator

Effective 1 July 2019

BASE SALARY	Compliance Services (Category C Employees)			
\$101,648			SI 7	
\$98,687		SA 7	SI 6	
\$95,813		SA 6	SI 5	
\$93,022		SA 5	SI 4	
\$89,876	SCO 7	ACCO 4	SA 4	SI 3
\$86,838	SCO 6	ACCO 3	SA 3	SI 2
\$83,901	SCO 5	ACCO 2	SA 2	SI 1
\$79,906	SCO 4	ACCO 1	SA 1	I 4
\$77,204	SCO 3		A 4	I 3
\$74,593	SCO 2		A 3	I 2
\$71,930	SCO 1		A 2	I 1
\$69,005	CO 4		A 1	
\$66,330	CO 3			
\$64,087	CO 2			
\$62,220	CO 1			

Effective 1 July 2020

BASE SALARY	Compliance Services (Category C Employees)			
\$103,681			SI 7	
\$100,661		SA 7	SI 6	
\$97,729		SA 6	SI 5	
\$94,882		SA 5	SI 4	
\$91,674	SCO 7	ACCO 4	SA 4	SI 3
\$88,575	SCO 6	ACCO 3	SA 3	SI 2
\$85,579	SCO 5	ACCO 2	SA 2	SI 1
\$81,504	SCO 4	ACCO 1	SA 1	I 4
\$78,748	SCO 3		A 4	I 3
\$76,085	SCO 2		A 3	I 2
\$73,369	SCO 1		A 2	I 1
\$70,385	CO 4		A 1	
\$67,657	CO 3			
\$65,369	CO 2			
\$63,464	CO 1			

### **6.3.4 Step Progression on COPS**

Employees will receive a minimum one step increase each year effective 1 July, unless the employee is on the top step for their role or is under a formal performance improvement plan under MPI's Improving Poor Performance guidelines. New appointees starting after 31 March but before 1 July will progress to the next step on 1 July the following year. MPI remuneration procedures apply.

Progression to another position or range will be by appointment only and will require successful completion of a specific assessment process (e.g. move to Senior Quarantine Officer or Senior Compliance officer) or a standard MPI appointment process. In the case of progression to Senior Quarantine Officer, to Senior Compliance Officer, Senior Analyst, or Senior Investigator, anyone appointed after 31 March but before 1 July will progress to the next step on 1 July the following year.

### **6.4 Part-time, or Seasonal Employees**

As a guiding principle, terms and conditions for a part-time, intermittent or irregular or seasonal employee will be provided on a pro-rata basis.

The base salary and any applicable entitlements will be paid to part-time employees on a pro rata basis.

Where the duration of employment is short term or the hours are irregular, payments may be made on an hourly rate basis.

### **6.5 One-off Payments**

At the discretion of the Director-General, and within government parameters applicable at the time, one-off payments may be made on the basis of the agreed pay fixing philosophy and the achievement of business performance targets.

### **6.6 Administration**

#### **6.6.1. Written Advice**

MPI will provide to employees regular (at least quarterly) written advice of their gross pay and deductions made. Employees will be notified in writing each time their gross pay or any deduction is altered.

#### **6.6.2. Direct Credit**

All MPI employees will provide a nominated bank account number for the direct crediting of their pay which will be paid fortnightly.

### **6.7 Deductions from Salaries and Wages**

The Director-General will be entitled to make a deduction from the ordinary pay of an employee:

- pursuant to the Wages Protection Act 1983 with the required notice being given to the employee; or
- where there is agreement in other part of the Collective; or
- at the employee's written request.

## **Chapter 7 Allowances, Expenses and Supplies**

The intention of this Chapter is to ensure that employees are not financially disadvantaged in undertaking their duties. Where not otherwise covered in this Chapter, employees may be reimbursed for “out of pocket” expenses, including damage to clothes or personal items, incurred in the course of their official work.

### **7.1 Annual Practising Fees**

The Director-General will approve payment of admission fees, registration and annual practising fees where the qualification or holding of a practising certificate is necessary to enable the employee to carry out her/his duties fully.

### **7.2 Professional Memberships**

Subscriptions for membership of professional organisations will be reimbursed where membership is a requirement of the position.

### **7.3 Transfer Expenses**

The Director-General and the eligible employee may agree, at the time of appointment, to any alternative provision in substitution for any or all entitlements to transfer expenses.

In such cases where the employee and MPI agree a personal benefit to the employee exists, beyond that directly related to the new position, the value of this benefit will be reflected in the agreed limits to actual and reasonable expenses associated with the transfer.

The following provisions apply in respect of those employees transferring to meet the convenience of MPI or in the course of promotion. These clauses do not apply in surplus staffing situations in which case the provisions of Chapter 9 apply.

MPI will provide assistance to the employee in accordance with an agreed selection from the following range of options, to an amount negotiated at the time of appointment to assist with transfer expenses occurring within six months of the appointment. Where additional costs arise within the agreed options then these will be considered by MPI on the basis of what is actual and reasonable.

The choice of options will also depend upon the individual circumstances of the employee, based on their situation at the time of their appointment.

Costs will be paid on production of receipts, or may be paid directly on invoice by prior arrangement with MPI.

The range of options are:

- reimbursement of fares, accommodation and meal expenses for the journey to the new location;
- reimbursement of costs for transfer of reasonable personal effects from the old location to the new location, including insurance and storage if necessary;
- actual and reasonable accommodation expenses and an allowance for meal and incidental expenses, for up to two weeks at the new location;

- further assistance with reasonable living expenses for up to three months, but on a decreasing basis, for employees who move to the new location but whose dependants are still at the former location;
- further assistance with accommodation expenses on a subsidy basis for up to three months before permanent housing is available at the new location;
- reimbursement of land or real estate agent's commission and fees where the employee sells their house, or land, at the old location and/or buys another house or land (whichever is the equivalent) at the new location; and
- a variable grant for employees moving to a new location, up to a maximum of one month's salary, the amount depending on the circumstances of the employee and the other items claimed in the course of the transfer.

In certain circumstances employees may also be granted transfer leave (refer cl 5.17 in Chapter 5).

In the event that an employee resigns from MPI within two years of starting in this role, they will repay to MPI any relocation reimbursement received on a pro-rata basis as per the following table:

< 6 months	100% paid back
>6 months <12 months	75% paid back
>12months <18 months	50% paid back
>18 months <24 months	25% paid back

## 7.4 Chatham Islands

A Fishery Officer whose full-time residence is on the Chatham Islands will be eligible for the following conditions:

### Chatham Islands Allowance

An annual allowance will be paid to reflect the costs of living, isolation and unique nature of the position. The Director-General and the eligible employee may agree, prior to the assignment to the Chatham Islands, on the quantum of the allowance, taking in to account the following factors:

- the Islands' isolation;
- general living expenses on the Islands; and
- ongoing freight charges.

### Residential Accommodation

The eligible employee will be provided with a rent free MPI house, for which the basic operating costs will be met by MPI:

- telephone rental;
- electricity; and
- heating.

## **Travel for Leave Purposes**

Costs of return travel for the employee and their immediate families to mainland New Zealand, for the purpose of annual leave, will be met by MPI, for a minimum of two visits per member per annum.

## **Transfer Expenses**

The employee will be entitled to reimbursement of the actual and reasonable costs of:

- moving household and personal effects to and from the Island; and
- storage of personal effects on the mainland.

### **7.5 Employees Working Away from Usual Place of Employment**

An employee who is temporarily required to work at a place other than the usual place of employment and who is able to return home each night for a period of up to six months will not be disadvantaged, including in relation to any additional cost involved, in line with MPI's relocation guidelines.

### **7.6 Meals**

Where an employee is required:

- to work not less than two hours overtime after a break of at least half an hour and they have to buy a meal which would not normally be bought; or
- to be absent from their usual work site and circumstances make it unreasonable to return to the work site for a lunch break; or
- to have a meal with a business associate or a client of MPI;

the actual and reasonable expense of the meal will be reimbursed subject to prior approval by the appropriate manager. Refer to Travel Guidelines.

### **7.7 Travel - Introductory Statement**

The objective of the employer in meeting travel expenses or other expenditure associated with Government business is to ensure the employee is comfortable while involved in travel on official business and is never "out of pocket". To this end, all reasonable expenses will be met. Whilst actual expenditure is reimbursed, neither travel nor any other activity is to be regarded as an additional source of income.

#### **7.7.1 Domestic Travel - Daily Incidental**

The employee has a choice of claiming a daily incidental reimbursement of \$10 per day when travelling away from their usual place of employment (\$5 for periods greater than 12 hours but less than 24 hours) or actual and reasonable reimbursement for incidental expenses.

Note: Also refer to cl 1.10 of Appendix 1 – Grand Parented Provisions.

### **7.7.2 Domestic Travel – Meals**

Where an employee is away from their usual place of employment and she or he could not reasonably be expected to supply meals for themselves, up to three meals a day can be claimed; breakfast, lunch and dinner (including reasonable and moderate meal accompaniments). Reimbursement will be on the production of receipts. Receipts are not required for amounts of \$10 or under. Employees cannot claim for meals that have been provided as part of other expenditure, e.g. meals supplied as part of the cost of an air ticket or lunch provided as part of a meeting. Employees are expected to exercise prudence in the choice of meal source. Refer to Travel Guidelines.

Note: Also refer to cl 1.10 of Appendix 1 – Grand Parented Provisions.

### **7.7.3 Domestic Travel - Accommodation**

If not booked through the MPI Travel Provider or paid for with an MPI Credit Card, the cost of accommodation will be reimbursed. Employees are expected to exercise prudence in the choice of accommodation. The cost of accommodation must always be supported by a receipt.

Employees who choose to stay privately will be reimbursed for costs associated with the stay. If no costs are incurred, a token “gift in lieu of accommodation” may be considered. Refer to Travel Guidelines.

Wherever possible employees should check with their manager in advance.

### **7.7.4 Domestic Travel - Transportation**

It is expected that transport needs are assessed on the basis of cost effectiveness. Where an employee chooses to use their own vehicle for travel, reimbursement will be on the basis of either mileage or equivalent economy airfares, whichever is less. This must be approved by the employee’s manager prior to travel.

Mileage will be reimbursed on the basis of standard IRD rates or IRD approved business variations which will be published on the MPI Intranet site. No employee will be required to use their private motor vehicle for official business unless agreed otherwise.

### **7.7.5 Domestic Travel - Reimbursement without Receipts**

If satisfied that the claim is genuine, managers may approve reimbursement for amounts up to \$50 per item for claims without receipts. The cost of meals must always be supported by a receipt for claims greater than \$10.

### **7.7.6 Domestic Travel - Relievers**

Where an employee is required to perform relieving duty or other duty at a location other than the normal place of residence, actual and reasonable costs will be reimbursed as per above. However, where an employee relieves for more than 14 nights at a location, a specific rate may be negotiated with the manager before the relieving duty is undertaken.

### **7.7.7 Overseas Travel**

The standard MPI overseas travel provisions will apply unless otherwise agreed.

Rates for overseas travel will be negotiated with the appropriate manager before travel is undertaken, or the manager may choose to apply the standard MPI overseas travel provisions.

### **7.7.8 Travel Insurance**

All MPI employees who travel overseas on MPI related business will be provided with standard international travel insurance, full details of which will be made available to each employee before they commence travel.

### **7.8 Uniforms/Protective Clothing and Footwear**

Where it is necessary for an employee to wear protective clothing, a uniform and/ or protective footwear (including gumboots) to carry out the functions of their position, MPI will elect to either:

- provide that clothing or footwear, or
- pay on an actual and reasonable basis for all or any approved items of protective clothing, uniforms and/ or protective footwear.

Any such clothing or footwear will be the property of MPI. MPI will provide or pay for replacements on a fair wear and tear basis.

### **7.9 Safety Glasses/Eye Conservation**

Where the work is liable to cause danger to the eyes, employees will be issued:

- a pair of standard neutral safety glasses; or
- specifically hardened neutral “clip on” type safety glasses to be worn over normal glasses; or
- a pair of specially hardened optically correct lenses in a safety frame;

fitted at MPI's expense.

Where there is any doubt external advice will be sought.

Where supplied safety glasses are fitted by an optometrist, on leaving employment the glasses are the property of the employee.

### **7.10 Tools and Equipment**

Where an employee is required, in the course of their duty, to use tools and/ or equipment so as to perform the functions of their duties, MPI will be responsible for providing such tools and equipment which will remain the property of MPI.

In lieu of supplying tools or equipment, MPI may elect to reimburse on an actual and reasonable basis for all or any approved tools and/ or equipment.

### **7.11 Laundering/Dry-Cleaning**

Category B employees and Target Evaluators, who are required to wear a uniform during the course of their work will receive a non-taxable annual allowance of \$245 net of PAYE, pro-rated and paid fortnightly.

Any other employee who is required to wear a uniform and/or protective clothing to carry out the functions of their position, will be entitled to launder certain items at MPI's expense. The items of clothing to be laundered and the occasions upon which they may be laundered will be determined by MPI and advised to the employee concerned.

### **7.12 Phone**

Category B employees, who are not supplied by MPI with a paid phone facility, and are required to have a phone for work purposes, will receive a non-taxable annual allowance of \$278 net of PAYE, pro-rated and paid fortnightly. Refer Guidelines.

### **7.13 Special Duties/ Higher Duties Allowance**

General Salary Ranges: A higher duties allowance equivalent to a minimum of 5% of the individual's salary will be paid to an employee who is required to undertake the formal delegations for a higher graded role for a period of at least two weeks. A higher duties arrangement should be agreed in advance and should include payment of an allowance commensurate with the level of responsibility that the employee is being asked to take up.

COPS Border Clearance Services: employees directed to act as a Chief for a period of duty, or part thereof, will be paid a higher duties allowance of \$30 per duty, in line with the MPI guidelines.

### **7.14 In-Charge Vessel Allowance**

- Where a Fishery Officer is required to be in charge of a vessel while at sea, there will be paid an allowance of \$20 per duty

The employee in charge of the vessel must be certified to a standard recognised by Maritime New Zealand.



## **Chapter 8 Family Friendly/ Wellbeing Provisions**

### **8.1. Parental Leave/Primary Carer Leave**

Where:

- you are a female employee who is having a baby; or
- you are the spouse/partner of an employee who is having a baby; or
- you, alone or with your partner are assuming the permanent, primary care of a child under the age of six years; and
- you have worked for MPI for an average of 10 hours a week in the 6 or 12 months immediately before the baby's due date or the date you assume permanent, primary care of a child under the age of six years; and
- it has been six months or more since the end of any previous parental leave you have taken in respect of another child

then, the provisions of the Parental Leave and Employment Protection Act 1987 apply and include entitlements as follows:

- eighteen weeks primary carer leave, including:
  - up to six weeks before the baby's due date or the date you intend to become the primary carer in respect of the child, or more on medical advice in the case of a pregnant employee; and
  - at least twelve weeks after the baby's due date or the date you assume the permanent, primary care of a child;
- up to 10 days special leave for reasons connected with the pregnancy;
- up to two weeks unpaid leave for partners within the six week period beginning three weeks prior to and ending three weeks post the baby's due date or the date you and your spouse/partner assume the permanent, primary care of a child;
- 26 weeks extended leave where an employee has been employed for less than 12 months, or 52 weeks extended leave where an employee has been employed for a minimum of 12 months. The leave may be shared with the employee's partner, may not exceed the total period allowable and must be taken within 12 months of the birth or of the date the employee or their spouse or partner assumed primary care of a child. Extended leave includes any primary carer leave taken up to 18 weeks
- Primary carer's leave, partner's/paternity leave and extended leave must each be taken in one continuous period or, where extended leave is shared with the employee's partner, one continuous period for each partner
- Return to the same or similar position to the one occupied before going on parental leave. MPI will, as a first preference, hold the position of an employee going on parental leave open, or fill it temporarily if the work must be done.

Primary carer leave is available to the primary carer of a child. The primary carer is either:

- a female who is pregnant or has given birth to a child; or
- the spouse or partner of the biological mother who has succeeded to, or had transferred to them, all or part of the biological mother's entitlement to a parental leave payment, for the period of time in relation to which the entitlement is transferred; or
- the person who takes permanent primary responsibility for the care, development and upbringing of a child who is under the age of 6 years, or if there is more than one such person, the person nominated as the primary carer.

Parental Leave/Primary Carer Leave is leave without pay. Leave without pay interrupts but does not break service. Procedures relating to the application of parental leave are outlined in MPI's *Guidelines for Parental Leave* which includes the standard application form.

MPI provides for the following additional parental leave conditions:

## **8.2. Parental Leave Payment**

Where an employee, who is entitled to parental leave of up to 12 months, returns to duty before or at the expiration of the leave and completes a further three months service, they qualify for a payment equivalent to six weeks' leave on pay, i.e. at the rate applying for the six weeks immediately preceding their ceasing duty.

The payment for shift workers who are Category B employees will be calculated by including the annualised penal payment.

This payment may be paid before the expiry of three months service if agreed by the Director-General.

Any adjustments to the salary scale that are backdated into the period covered will apply.

An employee who is absent on parental leave for less than six weeks will receive that proportion of the payment that their absence represents in working days.

Any payment is to be based on the percentage rate of employment prior to absence on parental leave. However, an employee who works less than full normal hours for a short period only, prior to going on parental leave may have their case for full payment considered by the Director-General.

An employee will not be eligible for a parental leave payment if their partner has or will receive a payment from another State Sector employer. They are entitled to one and only one payment and may choose who will receive it.

However, an employee will receive a payment if eligible regardless of any payment that may have been made to their partner by a Private Sector employer.

### **8.3. Surplus Staffing**

When a surplus staffing situation involves a person who is on parental leave, then the same Restructuring and Redundancy Provisions that would apply to other employees who are part of the same surplus staffing situation, will apply.

Any employee on parental leave must be notified if their position is to be disestablished as a result of a surplus staffing situation.

Employees returning from parental leave who seek to work reduced hours should be advised of their rights under the restructuring provisions before commencing those hours of work.

### **8.4. Accommodation for Pregnant Workers**

MPI will make every effort to accommodate requests for alternative duties and/or ergonomic assessments during the period of pregnancy. Employees who are temporarily redeployed for this reason should not be disadvantaged in relation to either salary or conditions of employment.

### **8.5. Caring for Dependents**

When an employee attends a course or is travelling on official business or is required to work abnormal hours, the Director-General has the discretion to approve the payment of actual and reasonable expenses incurred by the employee in caring for dependants. This provision applies where the situation is such that an employee cannot make alternative arrangements for the care of her/his dependants without incurring extra expenses.

### **8.6. Re-employment After Absence Due to Childcare**

Where an employee has resigned from MPI to care for pre-school children, they will be given preferential consideration for any vacancy for which they have the skills to fill competently, on reapplying within four years of resignation.

Where the former employee is re-employed under this clause, the period of absence will interrupt service but not break it. The period of absence will not count as service for the purposes of sick leave or annual leave or any other leave entitlement. This provision applies equally to all employees regardless of when the absence for childcare occurred.

### **8.7. Health and Safety – Introduction**

MPI and the PSA are committed to, and will abide by the objectives and intentions of safety and wellbeing as specified under the Health and Safety at Work Act 2015 (and its amendments), including all relevant codes of practise under the Act and as may be issued by the Ministry of Business, Innovation and Employment (MBIE). It is recognised that safety (encompassing wellbeing) in the workplace is a moral and legal responsibility for all MPI employees and will be actively promoted throughout the organisation.

## **8.8. Eye Care**

Employees are entitled to eye tests and equipment at MPI's expense, to a maximum value of \$500, every two years. Costs that are covered include:

- eye examination;
- frames; and
- single vision, bi-focal or graduated lenses.

In this clause, 'lenses' includes contact lenses.

In addition, where for health and safety reasons, an employee requires an eye examination at more frequent intervals than every two years, MPI will meet the cost of that eye examination at the rate of up to \$85 per examination.

## **8.9. Wellness**

After completion of each year of service, an employee will be reimbursed to a maximum of \$200 (net) for health, fitness or welfare initiatives. This payment is intended to help improve health, fitness and general wellbeing of the employee. Refer Wellness Guidelines.

All claims require a receipt prior to reimbursement.

## **8.10. Employee Assistance**

The parties are committed to an ongoing employee assistance programme (EAP) based on the following statement of principle:

"It is in the best interests of MPI and the employee that a person with significant workplace or personal issues receives early assistance and at the same time be assured that receiving such assistance will in no way be detrimental to their career."

All EAP usage will be based on the following undertakings:

- With the exception of administrative requirements (e.g. leave records and medical certificates, etc), all discussions and records will remain confidential.
- There will be no record placed on the personal file of the employee concerned.
- Consideration will be given to meeting additional counselling costs associated with the referral and subsequent assistance under the scheme.
- Self-referral by any employee will be encouraged.
- Should it be established that work performance has been adversely affected by significant workplace or personal issues, a formal referral to EAP may be made.
- Where a member of the employee's family has a personal problem and this results in impairment of usual work performance on the part of the employee, use of the EAP scheme will be available to the employee and the family member. MPI will not, however intrude into an employee's private affairs or business.
- Security of employment will be maintained for all those participating in and completing a course of treatment.

Note: Disciplinary action with regard to EAP should be dealt with separately to the above.

### **8.11. Superannuation**

If the employee is a member of the Government Superannuation Scheme, they are entitled to continue making contributions to the scheme pursuant to the Government Superannuation Fund Act 1956.

Any employee will be entitled to be a member of a Kiwi Saver Scheme unless ineligible to join. Where an employee is a member of a Kiwi Saver Scheme, MPI contributions to the scheme will be made as required pursuant to the Kiwi Saver Act 2007.

The employee is currently eligible for an employer contribution to their Kiwi saver account of 3% provided the employee matches MPI's 3% contribution from their gross salary except as otherwise required by the Kiwi Saver Act (or subsequent amendments). MPI's contribution may change should there be further amendments to the Kiwi Saver Act and may result in MPI contributions either increasing or decreasing in accordance with the requirements under the Kiwi Saver Act.

If the employee is a member of the State Sector Retirement Savings Scheme or Government Superannuation Fund, the provision of any employer's contribution will be subject to the New Zealand Government's "no double dipping" rules.

## **Chapter 9 Change Management**

### **9.1. Purpose of Change Provisions**

It is possible that change may affect MPI, requiring it to consider a restructure or rearrangement of all or part of its operations. The provisions in this Chapter apply in such situations.

### **9.2. Principles and Objectives**

MPI acknowledges the significant effect that change can have upon its employees and, in that light will:

- Work to preserve the employment security and career opportunities of its employees. A key consideration during change is to ensure employees have jobs, using redundancy as a last resort. Further, MPI acknowledges the benefit of key skills and experience being retained.
- Make the greatest possible use of attrition. Attrition will be specifically considered as a way of minimising and managing the number of employees affected by a change.
- Maximise employment opportunities for affected staff while ensuring that operational needs are met.
- Develop its employees to assist them to cope with change and contribute to a changing MPI, and to enhance their opportunities for alternative employment.
- Adopt a proactive and forward looking approach to change. This includes working with the PSA around forward planning (including organisational and business strategic planning which may lead to change) and preparing employees for potential future change.
- Treat staff affected by change fairly, and work to ensure that they feel fairly treated.
- Treat employees as individuals and consult with them about options on a case by case basis.
- Work to ensure that change is understood by all, and managers and employees are jointly involved in managing it.

### **9.3. Consultation**

MPI will consult with the PSA, and its members, about any change which may have a significant effect upon those employees. The purpose of consultation is to allow those potentially affected by change to have an appropriate opportunity to provide input to and influence the change proposal through the PSA. Any such input will be taken into account prior to change being confirmed. To facilitate that input, MPI will:

- Advise the PSA and its members about change or potential change at the earliest possible time.
- Notify the PSA before the formal commencement of a review or study which is likely to result in significant change.

- Provide a briefing on change proposals, which may have a significant effect upon PSA members, with the opportunity for the PSA representatives to ask questions and seek clarifications prior to any general staff announcements.
- Provide a minimum period for consultation of 10 working days for change involving multiple sites or business units
- Where, however, a decision to change is beyond the control of MPI, MPI will notify the PSA about the change as soon as possible.

#### **9.4. Assessment of Effect of Change**

An assessment will be undertaken to determine the extent of the effect of the confirmed change on individual roles. The assessment will take into account the extent of change upon each individual role when the effect of change is compared to the pre-existing role.

Employees are 'affected' by the change if MPI requires a reduction in that category of staff, if staff cannot be employed in their current position at their current salary level or work location, or if the nature of their work has changed.

MPI will provide a draft assessment to the PSA for review and comments, which will be provided in a timely manner. Once the assessment has been completed MPI will formally notify the PSA of:

- the total number of members of the PSA who have been identified as being affected;
- their names, positions and locations; and
- additional relevant information requested by the PSA

#### **9.5. Group reconfirmation**

It is possible that the change will have a minimal effect upon a complete team or group of particular employees within MPI. In that event the complete team or group can be moved 'as is' to the changed structure and will remain as that team or group doing the same work. Such employees will not be deemed affected.

#### **9.6. Change Process**

MPI will, in the first instance, engage with the PSA and its delegates about the development of the change process, specific to the circumstances of the change. Both MPI and the PSA will cooperate with the aim to reach consensus on the change process. The change process will apply to all employees who have been identified in the assessment as affected.

The process will, in any event, comply with the following:

##### **(a) Staff Support**

The change process will establish a staff support programme, which may include personal (including family where requested) and career counselling. To maximise employment opportunities for affected staff while ensuring that operational needs are met MPI may institute a partial or complete freeze on permanent recruitment or appointments and use fixed-term employees to cover workloads during the change.

*(b) Process for Review of Decisions*

The change process may include a process for review of decisions, which will be in addition to the employment relation problem resolution provisions in this Collective Agreement.

**9.6.1. Individual reconfirmation**

Reconfirmation requires the following criteria to be satisfied:

- Either
  - the extent of change on an individual employee's role is not significant, or
  - there is no significant difference between a new role created as a result of the change when compared to the pre-existing role;
- The salary for the changed or new role is the same (or greater);
- The changed or new role has terms and conditions of employment (including career prospects) which are no less favourable; and
- The location of the changed or new role is the same, though not necessarily in the same building and/or the same street.

Reconfirmation may be to a position in:

- MPI; or
- another existing agency; or
- a new structure or agency established as part of the change.

Where there is one clear candidate for reconfirmation in a changed or new role, and the reconfirmation criteria are met, then that employee will be reconfirmed in the role.

Where the reconfirmation criteria are met for more than one candidate, then the employees will be asked to advise expressions of preference and either:

- An appointment from amongst the candidates will be made, using standard MPI appointment procedures; or
- Another agreed and practicable appointment process will be used.

If an employee meets all the criteria for reconfirmation (or is selected through a contested process) but does not want to accept the position, then the alternatives are leave without pay or resignation.

An employee may wish to raise an employment relationship problem in relation to an aspect of the reconfirmation process. In that light:

- The change process may prescribe a specific process for review of decisions;
- In any event the employee may rely upon the problem resolution provisions of this Collective Agreement.



### 9.6.2. Reassignment

The aim of reassignment is to facilitate the ongoing employment of affected employees. Reassignment will generally occur after the reconfirmation process has been worked through. However, it may occur at the same time.

The option of reassignment arises where:

- the extent of change on an individual employee's role is significant when the effect of change is compared to the pre-existing role; or
- an employee has not been reconfirmed and an alternative role is available which may be suitable for the employee.

In this context "suitable" means that the employee is capable of doing the job to an acceptable standard either immediately or following appropriate training provided by MPI. The new position must use or build on existing skills, competencies, and aptitudes but may require on-the-job training and/or formal training and/or a support programme.

All affected staff will be dealt with on an individual basis and consulted before a reassignment is made. Consultation will include the opportunity to suggest amendments to a proposed job description, and identify training and support needs.

An employee will not be disadvantaged if their performance is temporarily affected while they are learning new skills following reassignment.

Reassignment may be to a suitable position in:

- MPI; or
- another existing agency; or
- a new structure or agency established as part of the change.

In general the following points apply to reassignment:

- Employees will be invited to identify suitable roles for reassignment;
- MPI may identify employees for consideration of reassignment to suitable roles;
- Standard MPI appointment procedures will be used to determine:
  - Whether the particular role is suitable for any candidate; and
  - Where the role is suitable for more than one candidate, who the successful candidate will be.

When reassignment is to a role at a lower salary, MPI will pay either:

- an on-going allowance equivalent to the difference between the present salary and the new salary, abated by any subsequent increases, or
- a lump sum equivalent to the difference between the present salary and the new salary for a two year period (unabated), such lump sum to be paid in four equal six monthly instalments. The first instalment is payable at the date the reassignment commences. This entitlement ceases with the end of employment. No repayment will be sought.

An employee within 5 years of eligibility for New Zealand Superannuation who is a member of GSF and who is appointed to a position carrying a lower salary will retain their present salary until the age of eligibility for New Zealand superannuation or for two years whichever is the higher.

When the new job is within the same local area, and extra travelling costs or travelling time are involved, travelling expenses and/or other assistance can be provided as agreed between MPI and the employee. In this context, same local area means within reasonable commuting time and distance, and may be defined on a case by case basis.

Reassignment may include a voluntary transfer to another location. No employee is required to accept a reassignment outside the local area. If reassignment to another location is accepted, then MPI will provide transfer assistance on the basis that the employee should not suffer financial loss because of the transfer. Wherever possible MPI will provide a two-year job guarantee in the new location to an employee who accepts a reassignment.

Affected employees who have not yet been reconfirmed or reassigned will, where deemed suitable for another role within MPI, be appointed in preference over non-affected internal MPI and external candidates.

An employee who is successful in obtaining a role through reassignment is not entitled to payment of severance. Where an employee does not wish to accept reassignment then the alternatives are leave without pay or resignation. Such an employee will not be entitled to preference for any role.

### **9.6.3. Other Options**

Prior to confirming redundancy, MPI will consider whether any of the following options are open for the employee. Further, if the PSA can identify any of the following options or alternative options as worthy of consideration for a particular employee it may inform MPI accordingly:

#### **9.6.3.1 Preservation of existing employment to allow job search**

MPI will provide structured assistance to the employee to find a role outside MPI. This may include career counselling, outplacement and time with an employment agency. The employee will remain in MPI employment on salary during this job search period.

The maximum financial support of continued salary during job search can be no more than the severance payment that would have been received. At the conclusion of the job search period the employee will be entitled to notice of redundancy and payment of any residual severance entitlement owing, taking into account the salary already received during the job search period.

#### **9.6.3.2 Part-time role**

MPI may, in its discretion, allow a full-time employee to accept ongoing employment in a part-time role, on the basis that the employee will not be entitled to payment of severance. Reasonable compensation for reduced hours may be agreed on a case by case basis and will be no more than the severance payment that would have been received.

### **9.6.3.3 Temporary reduction in conditions**

MPI and the PSA may agree to a temporary reduction in employee conditions of employment, including reduced hours, to avoid a redundancy situation. This option can include a guarantee by MPI to recompense the employee for short or long-term losses resulting from the reduced conditions. These will be agreed in consultation with an employee, or a group of employees.

### **9.6.3.4 Retraining for a different role**

Retraining involves a significant career move to another position in MPI and some formal training. Salary and training expenses will be provided for an agreed training programme. An employee on training remains a salaried MPI employee and is expected to continue to be employed by MPI under an appropriate bond after retraining.

Agreement will be reached before the retraining on the criteria for placement (location, job type, salary range etc.) in MPI following the retraining. If an employee does not accept a placement, or a reasonable alternative placement, after retraining and the placement meets the agreed criteria then the alternatives are leave without pay or resignation.

### **9.6.3.5 Redundancy**

An employee:

- who is subject to the change process; and
- who is not successful in reconfirmation or reassignment; and
- in respect of whom no alternatives to redundancy are identified

becomes redundant, and the provisions below (cl 9.7) will apply.

## **9.7. Redundancy**

### **9.7.1. Notice**

MPI will give a redundant employee one month's notice of redundancy. In order to meet business or individual needs, this notice period may be varied by agreement.

During the period of notice the redundant employee remains eligible to be considered for available roles within MPI. If the employee is offered and accepts another role with MPI, MPI will then revoke the notice of redundancy and the employee will not be entitled to payment of severance.

During the period of notice the redundant employee also remains eligible to be considered for any alternative to redundancy. If one of those options becomes available, MPI may revoke the notice of redundancy and the employee will be required to choose between that option and resignation (and will not be entitled to payment of severance).

Severance will be calculated in accordance with the formula in cl 9.7.4 below.

### **9.7.2. Notification to PSA**

At the conclusion of a change process MPI will, at the PSA's request, notify it of:

- the total number of members of the PSA who have become redundant;
- their names, positions and locations;
- the restructuring options already explored; and
- additional relevant information requested by the PSA.

### **9.7.3. Enhanced Early Retirement (EER)**

This option is included to enable employees who are members of a superannuation scheme including GSF to be paid the amount of money available under severance, but includes the ability to choose to use some or all of the money to increase a superannuation annuity. EER may be available to an employee who is not redundant if he/she is replaced by an employee who has been given notice of redundancy.

### **9.7.4. Calculation of Severance in Event of Redundancy**

The purpose of this provision is to prescribe the formula which will be used to calculate an employee's severance payment in the event that the employee becomes redundant at the conclusion of a change process.

### **9.7.5. Definitions**

#### *Ordinary pay*

Total ordinary pay is defined as basic taxable salary plus regular taxable allowances paid on a continuous basis which either attract overtime or penal time payments or are paid on an hourly basis for all hours worked, plus penal payments or allowances in lieu thereof for those employees working shift hours of work. Except in the case of employees on parental leave for whom total ordinary pay will be the total ordinary pay at the time of taking leave. For employees who are paid severance within 12 months of returning from parental leave, ordinary pay for the time spent on parental leave will be based on their ordinary pay at the time of taking leave.

#### *Cap on payment of severance*

A redundant employee is eligible for payment of severance regardless of length of service, but payment is conditional on the employee finishing on an agreed date. For all employees the maximum payment including severance and any payment agreed in lieu of notice is \$55,000. Cessation leave is not included in these maximum payments.

#### *Calculation of severance*

Severance is a lump sum payment calculated for a redundant employee as follows:

All Employees will receive an amount calculated as follows:

- 4.165% of total ordinary pay for the preceding 12 months for one person (other than a dependent child) who is dependent on the employee and receives a gross annual income of less than \$22,252.
- 8.33% of total ordinary pay for the preceding 12 months for each dependent child of the employee.

Dependent child means all children up to the age of 15 years and all children between the ages of 15 and 18 years who are not:

- in paid employment; or
- in receipt of a state benefit; or
- in receipt of a basic grant or an independent circumstances grant under the Student Allowances Regulations; and

Including those for whom employees are paying a liable parent contribution in terms of Department of Inland Revenue requirements. Where both parents are eligible for severance only one parent can claim for dependent children; it is the employee's choice as to which one claims.

Employees with 12 months or more continuous service will receive, in addition to the first calculation:

- 8% of total ordinary pay for the preceding 12 months; and
- 4% of total ordinary pay for the preceding 12 months multiplied by the number of years of continuous service minus one, up to a maximum of 19; and
- 0.333% of total ordinary pay for the preceding 12 months multiplied by the number of completed months in addition to completed years of continuous service, provided total service is less than 20 years.

In addition, all MPI employees will be eligible for the following percentage payment based on total ordinary pay for the preceding 12 months:

- 10% where service is between 1 and 3 years; or
- 20% where service is between 3 and 5 years; or
- 29.165% where service is 5 years or more.

#### **9.7.6. Method of Payment of Severance**

An employee may elect to receive their severance payment as a lump sum, or as enhanced early retirement if eligible, or MPI and the employee may agree on another method of payment, such as those below:

- *A payment staggered over an agreed defined period.* For example, 50% immediately, 25% after 6 months and 25% after a further six months. The employee will remain eligible for MPI vacancies as a preferred applicant until the final payment has been made. Payments and entitlements cease as soon as the employee has been placed in MPI, or the employee turns down a suitable position offered by MPI or 100% severance has been paid. If re-employed in MPI during this period all service is retained.
- *Leave with Pay for a period equivalent to the amount of severance.* The employee remains eligible for MPI vacancies as a preferred applicant during this period. Leave and entitlements cease when employment is obtained either with MPI or another employer, or if the employee turns down a suitable MPI placement, or when the amount available is used. Secondary employment may be approved. During this period, an employee may choose to receive the balance of severance as a lump sum, and cease all entitlements.
- *Leave Without Pay for an agreed and defined period.* The employee remains eligible for MPI vacancies as a preferred applicant during this period. If a suitable position has not been found by MPI, or with another

employer by the end of the period, lump sum severance, or enhanced early retirement will be paid. The amount will be calculated at the rate applying at the beginning of the LWOP.

- **Lump Sum** - If an employee who has received a full severance payment, or enhanced early retirement, including after LWOP, is subsequently re-employed by MPI, then they will be a new employee for all intents and purposes, except for sick leave provisions, where 3.3 applies. However, recognising that severance is not a voluntary option for an employee, an employee may buy back service either by a lump sum repayment of a proportion of the severance, or by reduced salary for a period.
- Any other mutually agreed option for the payment of severance may be used.

#### 9.7.7. Cessation leave payment

A redundant employee who has five or more years' continuous service with MPI (or its predecessor organisations) will, in addition to payment of severance, be entitled to receive payment of cessation leave.

Cessation leave is calculated as follows:

<b>Cessation Leave for Employees with less than 20 Years' Service</b>	
Service Requirement	Entitlement (working days)
15 years' service	43 working days
Completion of 10 and under 15 years' service	29 working days
Completion of 5 and under 10 years' service	15 working days
Under 5 years' service	Nil

<b>Cessation Leave for Employees with 20 Years or More Current or Recognised Previous Service</b>						
Months	0	2	4	6	8	10
Years	Days					
20-24	43					
25	43	44	44	45	45	46
26	46	47	47	47	48	49
27	49	49	50	51	51	51
28	52	53	53	53	54	54
29	55	55	56	56	57	57
30	57	58	59	59	59	60
31	61	61	61	62	63	63
32	63	64	64	65	65	66
33	66	67	67	67	68	69
34	69	69	70	71	71	71
35	72	73	73	73	74	74
36	75	75	76	76	77	77
37	77	78	79	79	79	80
38	81	81	81	82	83	83
39	83	84	84	85	85	86
40	87					

Accrued annual leave and long service leave will be separately paid at the conclusion of employment.

## **9.8. Employee Protection Provision**

In this clause:

- “restructuring” has the same meaning as in section 69OI(1) of the Employment Relations Act 2000.
- “affected employee” has the same meaning as in section 69OI(2) of the Employment Relations Act 2000.

In the event of a restructuring to any part of MPI which results in the employee becoming an affected employee, MPI will use the process outlined in this clause.

### **9.8.1. Negotiations with the New Employer**

MPI will negotiate with the new employer about options that may exist for those affected employees to transfer employment to the new employer, including whether the affected employees will transfer to the new employer on the same or similar terms and conditions.

MPI will use best endeavours in any negotiations to reach an agreement with the new employer which will:

- a) Provide the affected employee with opportunities to meet and discuss their employment options with the new employer; and
- b) Secure the new employer's agreement to offer employment to the affected employee; and
- c) Include in the agreement reached with the new employer a requirement that the affected employee be offered a position with the new employer, at terms and conditions to be negotiated by the new employer and affected employee; or
- d) Include in the agreement reached with the new employer a requirement that the affected employee be offered a position with the new employer at the same or similar terms of employment.

### **9.8.2. Reasonable Offer of Employment**

If the new employer wishes to employ any of the affected employees and makes them a reasonable offer of employment, the following subclauses will apply:

- a) The affected employee has the option of whether or not to transfer to the new employer.
- b) If the affected employee elects not to transfer to the new employer, the affected employee -
  - i) will not be entitled to any severance or redundancy compensation or any other payment whatsoever; and
  - ii) MPI will consider what, if any, reassignment options may be available within MPI. However MPI is not bound to offer the affected employee any reassignment options.
- c) Where an employee accepts an offer of employment with the transferee, their employment with MPI will cease on a date specified by MPI, provided that date will not be earlier than the date that their work transfers to the new employer. The employee will not be entitled to any severance or redundancy or any other payment whatsoever from MPI.

For the purposes of paragraph a) above, a "reasonable offer of employment" is where the new employer has:

- a) offered the affected employee employment in the new business, or the part of the current business being sold or transferred, and
- b) agreed to treat the affected employee's previous service with MPI as if it were continuous service with that new employer; and
- c) offered the affected employee terms and conditions of employment that are the same as, or no less favourable than, the terms and conditions of this Collective Agreement including:
  - any service related and redundancy conditions; and
  - any conditions relating to superannuation ; and
- d) offered the affected employee employment in the same or substantially the same capacity as that in which they are currently employed; or in another capacity that the employee is willing to accept; and
- e) offered the affected employee employment within the same local geographic area as that in which they are currently employed.

#### **9.8.3. No Offer of Employment or No Reasonable Offer**

If the new employer does not wish to employ the affected employees or does not make the affected employee a reasonable offer of employment the following sub-clauses will apply:

- a) MPI will consider the affected employee for any reassignment and other options in accordance with this Collective Agreement.
- b) Where MPI makes an affected employee an offer of a suitable alternative position and that employee accepts or declines that offer then that employee will not be entitled to severance or any other compensation.
- c) Where MPI does not offer the affected employee a suitable position then MPI will give that employee one month's notice of termination. Clause 9.7 will then apply.



## **Chapter 10 Leaving MPI**

### **10.1 Notice of Termination**

In the case of permanent employees, one month's notice of termination of employment will be given by either party (provided that this may be varied by mutual agreement).

In the case of all other employees, one week's notice of termination of employment will be given by either party.

Notwithstanding any of the above, in the case of serious misconduct MPI may dismiss an employee with a lesser period of notice than specified above, or without notice.

### **10.2 Certificate of Service**

Upon termination an employee may request MPI to provide a Certificate of Service listing the dates of employment and positions held.

### **10.3 Abandonment of Employment**

An employee who is absent from work for three consecutive working days without appropriate authorisation will be considered as having abandoned their employment, unless the employee is able to show they were unable to fulfil their obligations through no fault of their own. MPI will make reasonable efforts to contact the employee during the three day period of un-notified absence.

### **10.4 Return of property**

Upon termination an employee must return all MPI property. Examples could include swipe card, uniform, phone, e-device, etc.

## **Chapter 11 Dispute Resolution and Workplace Standards**

### **11.1 Work Place Standards EEO**

The parties are committed to the principle of equality of employment opportunity. All terms and conditions of employment are to be implemented on that basis and in particular noting the requirements of Sections 56 and 58 of the State Sector Act 1988.

### **11.2 Pay and Employment Equity**

MPI and the PSA are committed to Pay and Employment Equity principles and will develop and implement appropriate action plans to address any issues that arise.

Refer Policies & Guidelines

### **11.3 Personal Grievance and Dispute Resolution – Introduction**

An employment relationship problem is any problem relating to or arising out of the employment relationship between employer and employee. This includes a formal personal grievance or dispute but does not include matters concerned with the negotiation of an employment agreement. Employees can seek help from the PSA at any point in this process.

### **11.4 Resolving Employment Problems**

It is in the interests of both parties that employment relationship problems be resolved in good faith and as close to the point of origin as possible.

The employee should clarify what the problem is and make sure there really is a problem. This includes checking the facts and making sure something has not been assumed or misunderstood.

The employee should discuss the problem first with the manager. If the issue is harassment and it is inappropriate for it to be raised with the manager, the manager's Manager, Business Director, HR Adviser, or the Director Human Resources should be approached.

If support or advocacy assistance is required, the employee should contact the PSA. At any stage of the process the employee has an absolute right to representation, including whanau support.

MBIE's Mediation Service may also assist by providing information about rights and obligations and may also suggest a meeting with MPI, or anything else that they think might help.

MPI will discuss and investigate the problem as appropriate.

If the employment problem continues to be unresolved then the employee, MPI and the PSA can use the mediation process that is offered by the Mediation Service.

## **11.5 Personal Grievances**

- A Personal Grievance means a formal grievance relating to:
  - unjustifiable dismissal;
  - unjustifiable disadvantage;
  - discrimination;
  - sexual or racial harassment;
  - duress in relation to membership or non-membership of a union or employees organisation.
  - the employer's failure to comply with a requirement of Part 6A of the Employment Relations Act
- A personal grievance must be raised within 90 days of the grievance occurring or the date the employee became aware of it. If the employee wishes to raise a personal grievance more than 90 days after the alleged action they must either seek the agreement of the employer or apply to the Employment Relations Authority to do so.
- When a personal grievance is raised with MPI, the employee and/or the PSA must state what the grievance is and what should be done about it.
- The PSA will act for the employee during the grievance process unless the employee prefers to represent themselves or seek other representation.

## **11.6 Disputes**

A dispute means a disagreement about the way in which the employee's employment agreement has been applied or interpreted.

A dispute should in the first instance be advised to MPI (preferably in writing to the Manager and/or the Director Human Resources).

If the dispute is about the Collective Agreement, the PSA should be informed as it may affect other employees covered by the Collective Agreement.

## **11.7 Formal Processes – Mediation**

With formal mediation it is up to the employee and MPI to reach an agreement on the outcome. The mediator facilitates the process. However the employee and MPI can agree at the start of the mediation for the mediator to decide on the outcome. If the employee and MPI agree to this then the mediator's decision is final and cannot be appealed.

## **11.8 Formal Processes – Employment Relations Authority**

If agreement is not reached at mediation then the employee or MPI can take the problem to the Employment Relations Authority. If the problem is about a strike or lockout or injunction then the employee, and the PSA can take the issue to the Employment Court.

The Employment Relations Authority looks at the whole situation rather than the technicalities of a case. It may look into anything it thinks is relevant to the case. It may also send the parties back to mediation if it thinks that the parties have not gone through that process properly.

## **11.9 Formal Processes – Employment Court**

If the Employment Relations Authority arrives at a decision that the employee or MPI do not agree with this can be appealed to the Employment Court. Appeals must be made within 28 days of the Authority making its decision.

## **11.10 Other Employment and Conflicts of Interest**

An employee will not, for the duration of this Collective Agreement, set themselves up or engage in private business or undertake other employment in direct or indirect competition with MPI using knowledge or material gained during the course of their employment.

An employee may undertake other employment so long as such employment is in the employee's own time and does not conflict with MPI business.

Other instances of conflicts of interest instances are outlined in State Services Standards of Integrity and Conduct and MPI guidelines, which is readily available to employees

## Signatories to the Agreement

Dated at Wellington this 16<sup>th</sup> day of August 2019.



The Director-General of the Ministry for Primary Industries acting under delegation from the State Services Commissioner

Dated at Wellington this 16<sup>th</sup> day of August 2019



FOR AND ON BEHALF of the New Zealand Public Service Association Te Pūkenga Here Tikanga Mahi Incorporated (NZPSA) as the authorised Union for NZPSA members employed by the Ministry for Primary Industries.

## **Appendix 1: Grand Parented Provisions**

With the merger of the Ministry of Agriculture and Forestry (MAF), NZ Food Safety Authority (Food Safety) and the Ministry of Fisheries (MFish) into the Ministry for Primary Industries three PSA collective agreements were combined in 2013. A number of provisions from those collective agreements were grandparented and continue to be maintained for employees as specified below.

Most of the terms and conditions as set out in this Appendix are contained in, and will continue to apply, as per the relevant Collective Agreement applying to an individual employee as follows:

- MAF Collective Agreement 1 October 2010 to 30 June 2012;
- Ministry of Fisheries/PSA Collective Agreement 1 July 2010 to 1 July 2012; and
- MAF (Food Safety) PSA Collective Agreement 1 March 2011 to 30 June 2012.

An additional grandparented provision (cl 1.3) has been added in 2017 in regard to penal rates for Category B employees.

### **1.1 Parental Leave**

Any employee who was covered by the Food Safety Collective Agreement and who is pregnant can access up to an additional 10 days discretionary leave for reasons connected with the pregnancy.

### **1.2 Weekly Working Hours**

Full time employees whose contracted hours of work were an average of 7 hours and 35 minutes per day and 37 hours and 55 minutes per week prior to 1 July 2013 retain those as their weekday standard full time hours.

### **1.3 Penal Loading**

For Category B employees employed as at 30 June 2017, a penal loading of 90% for working weekends (midnight Friday to midnight Sunday) excluding public holidays. While the 90% loading applies to a Category B employee, that employee's base rate will be as per Table "BASE SALARY (90/25 Penal)" in Schedule 1.

This provision applies while the employee remains in their current role. Current role includes progression to senior (for example), but does not include where the employee is appointed to a new role as a result of an application and appointment process.

Category B employees may elect at any time to change to a 25% loading for working weekends. In that case, the base rates in Table "BASE SALARY (25/25 Penal)" in Schedule 1, will apply to the employee. Category B employees who elect to change penal and base rates or who change roles will no longer be entitled to the above grandparented 90% penal rates for working weekends.

## Grandparented Combined Operations Pay Scales - Border Clearance Services 90/25

CQO: Chief Quarantine Officer	ACQO: Assistant Chief Quarantine Officer
SQOT: Senior Quarantine Officer Technical	SQO: Senior Quarantine Officer
RQO: Regional Quarantine Officer	QO: Quarantine Officer
DDPT: Detector Dog Programme Trainer	SD: Scheduler
OGP: Operations Group Planner	OGR: Operations Group Rosterer
KA: Kennel Assistant	QA: Quarantine Assistant

Effective 1 July 2019

BASE SALARY (90/25 Penal)	Border Clearance Services (Grand-parented Rates: Cat. B Employees)			
\$79,358	CQO 4			
\$77,127	CQO 3			
\$74,954	CQO 2			
\$72,843	CQO 1			
\$70,205	ACQO 2	SQOT 4	DDPT 4	
\$68,621	ACQO 1	SQOT 3	DDPT 3	
\$67,037		SQOT 2	DDPT 2	
\$65,453		SQOT 1	DDPT 1	
\$64,836		SQO 5		
\$63,781		SQO 4		
\$62,724		SQO 3		
\$60,721		SQO 2	OGP 4	
\$58,905		SQO 1	OGP 3	
\$57,027		QO 4	OGP 2	
\$55,205		QO 3	OGP 1	
\$53,442		QO 2		
\$51,734		QO 1		SD 4
\$50,100		QA 4	KA 4	SD 3
\$48,753		QA 3	KA 3	SD 2
\$46,847		QA 2	KA 2	SD 1
\$45,300		QA 1	KA 1	

Effective 1 July 2020

BASE SALARY (90/25 Penal)	Border Clearance Services (Grand-parented Rates: Cat. B Employees)			
\$80,945	CQO 4			
\$78,670	CQO 3			
\$76,453	CQO 2			
\$74,300	CQO 1			
\$71,609	ACQO 2	SQOT 4	DDPT 4	
\$69,993	ACQO 1	SQOT 3	DDPT 3	
\$68,378		SQOT 2	DDPT 2	
\$66,762		SQOT 1	DDPT 1	
\$66,133		SQO 5		
\$65,057		SQO 4		
\$63,978		SQO 3		
\$61,935		SQO 2	OGP 4	
\$60,083		SQO 1	OGP 3	
\$58,168		QO 4	OGP 2	
\$56,309		QO 3	OGP 1	
\$54,511		QO 2		
\$52,769		QO 1		SD 4
\$51,102		QA 4	KA 4	SD 3
\$49,728		QA 3	KA 3	SD 2
\$47,784		QA 2	KA 2	SD 1
\$46,206		QA 1	KA 1	

#### 1.4 Split Shifts – Border Clearance Services

For the three arrangements below, existing prior to ratification of the 2019 Collective Agreement, a split period of duty is two periods of duty within 24 hours with an unpaid break in between. A split period of duty does not include periods of duty broken only by a meal break provided for in this agreement. Those employees required to work a split period of duty will be paid an additional payment of one hour's base pay for each rostered split period of duty worked. The arrangements are as below, and remain in force until any changes. Such changes would be made via the Collective Agreement provisions:

1. The MPI-PSA Flexible Working Arrangements for three staff for the Local Site (Wellington) Detector Dog Programme dated 13 June 2019.
2. The Wellington Roster (interim May 2018) which contains one split shift on a Saturday.
3. The Wellington QA individual hours of work being undertaken by members at Wellington airport as at 1 July 2019.



## 1.5 Previous service

Any previous service already recognised prior to 1 July 2013 will continue to be recognised for the duration of the employee's employment.

## 1.6 Retiring Leave

These provisions are applicable only to employees who started in MAF before 1 January 2001 and to those who were covered by the MFish Collective on 2 May 2013.

### 1.6.1 Entitlement

The Director-General will provide retiring leave or anticipated retiring leave, as set out in the table below, to an employee who is able to demonstrate to the satisfaction of the Director General that they are intending to:

- Retire from regular paid employment; or
- Retire from work on medical grounds; or
- Leave with dignity.
- Provision for the estate of a deceased staff member, whilst still in active service

Provided that the employee has:

- At least 10 years continuous service with MPI; and
- Given at least three months' notice of cessation.
- 

All service is calculated on the basis of a calendar year.

Where retiring leave is paid, there will be no entitlement to any additional payment for Cessation Leave (referred to under Chapter 9 Change Management) or Resigning Leave (referred to under clause 5.12)

For an employee with part-time service, retiring leave will be calculated on a pro-rata basis according to their length of service.

Retiring Leave Entitlement (in working days) with Service of Years and Months Specified						
Months	0	2	4	6	8	10
Years						
10	22	23	24	24	25	26
11	26	27	28	29	29	30
12	31	31	32	33	34	34
13	35	36	36	37	38	39
14	39	40	41	41	42	43
15	44	44	45	46	46	47
16	48	49	49	50	51	51
17	52	53	54	54	55	56
18	56	57	58	59	59	60
19	61	61	62	63	64	64
20-24	65	65	65	65	65	65
25	65	66	66	67	68	69
26	69	70	71	71	72	73
27	74	74	75	76	76	77
28	78	79	79	80	81	81

29	82	83	84	84	85	86
30	86	87	88	89	89	90
31	91	91	92	93	94	94
32	95	96	96	97	98	99
33	99	100	101	101	102	103
34	104	104	105	106	106	107
35	108	109	109	110	111	111
36	112	113	114	114	115	116
37	116	117	118	119	119	120
38	121	121	122	123	124	124
39	125	126	126	127	128	129
40	131					

An employee who has established eligibility to retire on medical grounds, or who is leaving with dignity, will be granted a minimum of 65 working days retiring leave regardless of length of service. An employee with more than 25 years' service may be granted additional leave in accordance with the above table.

For an employee whose services are dispensed with through no fault of their own, the Director General will consider granting retiring leave in accordance with the following table:

Qualification Required	Retiring Leave (working days)
Completion of 15 years' service	65 days
Completion of 10 and under 15 years' service	44 days
Completion of 5 and under 10 years' service	22 days

### **1.6.2 Method of Payment**

Retiring leave may be paid following your last day of duty for reason of retirement in fortnightly instalments or as a lump sum. There will be no entitlement during that time to annual leave, public holidays, sick leave, ACC leave or similar.

### **1.6.3 Anticipation**

An employee, who has more than 20 years continuous service, will be entitled to anticipate retiring leave to allow reduced days or hours or for a block of leave. MPI will work proactively with employees to develop a suitable flexible working arrangement or similar. An employee who anticipates blocks of retiring leave rather than reduced days or hours may do so provided they return to work at MPI for at least 6 months following the block of leave.

## **1.7 Long Service Leave**

Employees of MPI who as of 2 May 2013 were entitled to long service leave on a different basis compared to the long service leave provisions in Chapter 5 of this collective agreement will be entitled to continue to have access to that different entitlement for the duration of their current employment with MPI. Such entitlement ceases if the employee leaves the employment of MPI and is subsequently re-employed.

## **1.8 Sick Leave**

Existing employees as of 1 July 2013 will carry forward their existing accumulated unused sick leave, including balances larger than 260 days. Employees above this cap will not be allocated further sick leave until their balance drops below 260 days.

Existing employees with an entitlement to 15 days sick leave per annum will have this entitlement grand parented.

## **1.9 Resigning Leave**

Employees who were covered by the MFish Collective on 2 May 2013 will continue to be eligible for resigning leave on the terms set out in that agreement.

## **1.10 Travel Allowance**

Employees who were covered by the MFish Collective on 2 May 2013 and thereby had the option of a fixed amount travelling allowance may continue to utilise this option in the future as outlined below:

1.10.1 An employee required to travel within New Zealand on official business and who is required to stay away for a 24 hour period, will be paid:

- a) reimbursement of actual and reasonable accommodation costs; and
- b) for meals and other incidental costs the employee must choose before commencing the travel either actual and reasonable expenses as detailed in (i) below, or a travelling allowance as in (ii) below.
  - i) Actual and reasonable reimbursement of up to the following rate for meals: \$86.79 each 24 hour period; plus  
an incidentals allowance of \$10 per day or part of a day for incidental expenses not otherwise recoverable.

NB: Where the rates specified in subclause 1.10.1 (b)(i) above are insufficient over the whole of a particular period of absence from headquarters to meet meal expenses an employee may, with the approval of their manager, instead be reimbursed actual and reasonable charges for meals above those rates.

- ii) A travelling allowance of \$91.36 for each day; plus

An Incidentals Allowance of \$10 per day or part of day for incidental expenses not otherwise recoverable

This travelling allowance will reduce by the following amounts where meals are either provided, or not required to be purchased:

Breakfast	\$22.84
Lunch	\$22.84
Dinner	\$45.68

NB: Breakfast and lunch provided by airlines are considered as meals provided.

- 1.10.2 Employees who stay privately will be paid an amount to cover both accommodation and meals as per the travelling allowance set out in 1.10.1(b)(ii) above, except that no deductions will be made for meals provided by the host.
- 1.10.3 Receipts must be produced for actual and reasonable claims for amounts in excess of \$10.
- The Director General may approve the reimbursement of expenses without a receipt provided that she/he is satisfied that the expenditure was necessary, reasonable and actually incurred.
- 1.10.4 When an employee leaves and returns to their headquarters on the same day the Director General may approve payment of actual and reasonable expenses above the normal day-to-day work related expenses. Travelling Allowance and Incidentals Allowance are not payable.
- 1.10.5 The Travelling Allowance will be changed annually (effective 1 July) as per the annualised change to the "Restaurant meals and ready-to-eat food" prices as posted on the Stats NZ website (<http://www.stats.govt.nz/>) for the March quarter.

## Appendix 2: Terms of Settlement

Ministry for Primary Industries  
Manatū Ahu Matua



19 July 2019

PSA Organiser

Dear Julie / Glen,

### Terms of Settlement Offer

For the avoidance of doubt, we note that both parties are in the position that nothing is agreed until everything is agreed. The matters put forward in this letter of offer form part of an overall package and it is the whole package and not its individual components that is put to you as an offer for settlement. MPI welcomes any clarification of items listed below, in the event that they do not accurately describe our offer.

1. Coverage: PSA members who are paid on the Verification Services pay scales will not take the Collective Agreement terms and conditions, and instead will receive individual letters outlining the terms and conditions applicable to them.
2. Term: the new collective agreement will come into force on 1 July 2019 and expire on 30 June 2021.
3. Removal of administration fee: MPI will no longer charge the 2.5% processing fee for union deductions.
4. Hours of Work:
  - a. Compliance Services: Compliance Services staff operating on an 80-hour fortnight will align to the 40 hour week, at a future date during this financial year.
  - b. Target Evaluators will – for the duration of this collective – receive the tailored penal and overtime arrangements herein, starting 1 September 2019.
  - c. The National Communications Centre approach to penal and overtime has been clarified.
  - d. Flexible Working: the parties have improved the wording around flexible working. The Ministry has reinforced its commitment to flexible working.
  - e. Deployment out of your region: the parties have included wording to clarify practice around being deployed out of your region.
  - f. Response payments: the parties have clarified that additional hours in a declared response are treated the same as other overtime payments. Work continues to improve the management of additional hours worked in a response.
  - g. Additional urgent work: the parties have clarified outside of a usual working day, where the employee is required to work from where they are, this time will be treated as part of their normal time, and may cross over their standard hours into overtime. Time will be counted in blocks of 15 minutes.
5. MPI Holidays: the parties have agreed all BCS staff get 3 MPI days, where some have previously only had one.
6. Long Service Leave: after two weeks at 10 years, the Ministry will then provide one week every 5 years thereafter. MPI will retrospectively apply the new entitlement, taking into account any entitlement already received.



7. Shift Leave: Shift leave will be provided to Category B employees and Target Evaluators who work on the following rosters in the table below. Queenstown, who receive a new entitlement, will commence earning shift leave as of 1 July 2019, with their first full entitlement earned by 1 July 2020. The parties will determine the approach for implementation by 3 October 2019.

Roster	Shift leave per annum – shown as periods of duty
AKL ITB QO	5
AKL ITB CQO	5
AKL DDH	5
AKL DDH CQO	5
AKL Rotational QO	5
ChCh DDH	5
WGT DDH	5
ChCh QO	4.5
Target Evaluators	5
AKL Rotational CQO	5
WGT	4
AKL Wharf	2.5
TGA	2
Queenstown	2
Two individuals	3

8. GSR payscale: GSR pay rates are now included in the Collective, and see appendix.
- The new salary scales include more automatic steps and a merit range.
  - Transition arrangements are:
    - 1 July 2019: transition onto a step at least \$1000 higher than current salary. If above the top auto-step for the relevant range members will get a \$1000 increase effective 1 July 2019.
    - PSA members who have received a band/pay change after 1 July 2019, e.g. have been promoted, will transition effective the date of their newest appointment, and will not have a calculation or pay for their prior role step increase from 1 July to appointment date, provided their remuneration increase in being appointed to the new role has been at least \$1000.
    - Where an appointment has been made between 1 April 2018 and 30 June 2019, a member will transition onto the nearest step, but not 'go up' a step if that's less than \$1000, as they would not normally be eligible for any movement.
  - 1 July 2020: all pay rates/steps and salaries will be lifted 1%. Staff eligible for an auto-step will receive an auto-step.
9. COPS payscale: MPI will apply a 2% increase for each of two years, effective 1 July 2019 and 1 July 2020. There are some additional roles included in the pay scales, including Quarantine Assistants, Operations Group Rosterers and Regional Quarantine Officers. Refer appendix for the scales. Note: the parties note the Regional Ports review that is currently underway and will meet to discuss as required.



10. Allowances:

- a. BCS higher duties: employees directed to act as Chief for a period of duty, or part thereof, will be paid a higher duties allowance per duty, in line with MPI guidelines, starting on 3 October 2019.
- b. Allowances: the Compliance Services in-charge vessel allowance is lifted from \$8 to \$20 effective 1 July 2019.

11. Legislative and technical etc updates: the parties have agreed technical amendments to comply with the ERA updates including meal and rest breaks, domestic violence, civil emergency leave, and the Holiday's Act.

12. Grandparenting:

- a. Split Shifts: the parties have protected the current split shift arrangements in the Wellington border.
- b. Travel Allowance: the amounts have been updated, as prescribed.
- c. COPS BCS 90/25 payscale: MPI will apply a 2% increase for each of two years, effective 1 July 2019 and 1 July 2020. There are some additional roles included in the pay scales, including Quarantine Assistants.

13. Union only one-off payment: in recognition of the ability to pass these terms and conditions to other MPI staff with the same effective date, MPI will make a one-off payment to staff who are PSA members as of ratification to the value of \$800 gross, and not for anyone joining after. Members of more than one union can only claim once. Note: union-only payments are not for IEA staff.

14. Compliance Services NAIT appointments: any member who feels disadvantaged by initial NAIT appointment remuneration is advised to document their grounds for concern and submit that via their supervisor for consideration by the Compliance Services Leadership Team by 30 October 2019.

15. Pay Equity: the PSA member Administration staff pay equity claim flagged in the previous terms of settlement is transitioning to a wider process. The public service and the PSA prefers to have a public service-wide claim. The parties continue working collaboratively on the broader pay equity topic.

Yours sincerely,

  
Erina Clayton  
Director HR