

**Note that effective dates in this settlement are subject to ratification being notified to the Ministry by 5pm on 03 August 2018**

## **TERMS OF SETTLEMENT FOR THE MINISTRY OF SOCIAL DEVELOPMENT (NO&MYD) AND NEW ZEALAND PUBLIC SERVICE ASSOCIATION INC: TE PŪKenga HERE TIKANGA MAHI COLLECTIVE AGREEMENT 2018**

### **Introduction**

This Terms of Settlement records the agreements reached between the Ministry of Social Development (the Ministry) and the New Zealand Public Service Association Inc: Te Pūkenga Here Tikanga Mahi (PSA) during the 2018 negotiations for the renewal of the National Office & MYD Collective Agreement (CA). These Terms of Settlement are subject to ratification by the parties.

The proposed new CA for ratification (with changes from the previous CA marked) is attached.

### **Terms of Settlement**

This Terms of Settlement is set out in two parts; Part A records agreements reached in the negotiations that require changes to the CA, and Part B records the agreements reached in the negotiations which do not require changes to the CA.

#### **Part A: Agreements reached in negotiations that require changes to the CA**

##### **1 Term (para 1.9)**

The term of the CA shall be for 22 months. The CA will come into effect on 1 July 2018 and will expire on 30 April 2020. The parties have also agreed on a work programme during the term of the CA.

Delete the wording in Clause 1.9 and replace with:

*“This Collective Agreement will come into effect on 1 July 2018 and will expire on 30 April 2020.”*

##### **2 Salaries**

Parties have agreed to the following changes to remuneration for staff paid on the remuneration ranges contained in Appendix ONE:

- 2.0% increase to the mid-point of ranges and increases to salaries, effective from 2 July 2018 and
- 2.0% increase to the mid-point of ranges and increases to salaries, effective from 1 July 2019.

The new remuneration ranges are attached as Appendix ONE.

##### **3 Gender Pay Principles (insert at 4.2)**

Insert directly before para 4.2.1:

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*“The Ministry and PSA are committed to the Gender Pay Principles for the state sector (available on the Ministry for Women website), in order to ensure the work environment, including remuneration, is free from gender-based inequalities. These are:*

- *Freedom from bias and discrimination*
- *Transparency and accessibility*
- *Relationship between paid and unpaid work*
- *Sustainability*
- *Participation and engagement”*

#### **4 Extreme Weather & Emergency Situations**

Include the following references under **7. Discretionary Leave**:

*7.7.2 (add)*

- *“Where a Ministry worksite is closed by the employer (eg due to emergency event) and no alternative arrangements are available”*

#### **7.7.3 Extreme Weather & Emergency Situations**

*“In the event of extreme weather or emergency situations the Ministry will, as appropriate, grant discretionary leave. Guidance on the application will be available on the Ministry’s intranet”*

This guidance will be made available on the intranet by 30 September 2018

#### **5 Family Violence (new para 8.6)**

Insert Family Violence Clause to read:

##### **8.6 Family Violence**

*“The Ministry has a lead role in preventing and responding to family violence. It recognises that when its employees experience family violence in their personal life, their attendance, performance and/or safety at work may be affected.*

*The Ministry is committed to providing a safe and supportive workplace, and supports violence-free families. This means making sure that our staff members who are experiencing family violence can ask for and receive confidential help and support, and have access to appropriate help.*

*Employees who are experiencing family violence can raise it with their manager or human resources. The employee may also go through a support person, such as a PSA delegate, Family Violence Response Coordinator, Family Violence Champion or Peer Support person.*

*Some examples of practical actions to support the employee include:*

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- *discretionary leave with pay (the employee is not expected to use up annual leave first)*
- *discretionary leave without pay*
- *counselling through the Employee Assistance Programme*
- *redirecting pay to a different bank account*
- *referral to an external agency who can help*
- *flexible working, including hours, days, patterns and/or locations of work.*

*Proof that family violence is occurring is not required. More information can be found on the Ministry's intranet "Family Violence - it's not OK, but it is OK to ask for help".*

## **6 Career development – official languages**

### **9.3.1 Official languages**

*"The Ministry acknowledges their role in promoting and supporting the knowledge and use of New Zealand's official languages (Te Reo Māori, New Zealand Sign Language, and English). Employees can seek approval to access funding to meet the costs and as appropriate time to attend classes/courses".*

## **7 Flexible Working (new para within section 9)**

### **9.4 Flexible Working Arrangements**

*"The Ministry supports the provision of flexible working arrangements, as it recognises that employees have diverse needs and preferences when it comes to when and where they work.*

*Where possible, employees should be given the opportunity of working flexible hours, days, patterns and/or locations of work.*

*Any requests will be considered and accommodated to the extent that is practicable, given operational requirements"*

In order to support the approach to flexible working arrangements, the following amendments are also made to **Section 3. Hours of Work**

### **3.1. Introduction**

*"These hours of work provisions record the hours of operation when the Ministry may need to provide services to its clients and stakeholders and describes how patterns of work will be established and agreed*

*The Ministry supports a balance between personal, family and work commitments. The hours of work provisions seek to reflect that balance by:*

- *Providing flexibility for employees to carry out their work;*
- *Ensuring that the Ministry's requirements are met; and*
- *Recognising that hours of work arrangements should not adversely affect employees and/or their partners and family.*

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### **3.2. Full time and part time hours**

*The standard hours of work for full-time employees are 37 hours 55 minutes per week (typically worked as seven hours and 35 minutes per day over a five day week). Part-time employees are employed to work less than 37 hours 55 minutes per week.*

*Any change between full-time and part-time hours will be by mutual agreement and set out in writing.*

### **3.3. Hours of operation**

*The Ministry's hours of operation are outlined in the table below.*

*[Table]*

### **3.4 Patterns of work**

*The pattern of an employee's hours of work will be established and agreed between the employee and their manager. Generally this pattern will be within the hours of operation stated in clause 3.3, but may be outside this by mutual agreement. When necessary employees may be required to vary this established pattern in order to meet the Ministry's requirements.*

*As a general guide, employees should not work more than 10 hours per day*

*All employees will be entitled to two consecutive days off per week.*

*Employees who work in IT area may be required by the Ministry to participate in a standby roster and respond accordingly to call outs".*

### **3.5 Overtime**

#### **3.5.1 Definition**

*(...) "Where an employee has an agreed pattern of work of more than 8 hours per day or more than 40 hours per week, overtime is payable for all authorised time worked in excess of:*

- Eight hours per day or 40 hours a week; and*
- The employee's individual daily or weekly hours of work, where their hours are in excess of eight hours per day or 40 hours per week"*

## **Part B: Agreements reached in negotiations which do not require changes to the CA**

### **1. Annual Remuneration Review Increase (1 July 2018)**

The parties have agreed that for those employees that have achieved a Meeting Expectations On-Track rating or better, and who are eligible for an On-Track assessment for the 2017/18 performance year will be entitled to the following minimum guaranteed performance increases, up to 105% position-in-range, dependent on their On-Track rating as below:

- Needs Improvement                      0%
- Meets Expectations                        0.5%
- Exceeds Expectations                    2.0%
- Outstanding                                 3.5%

### **Annual Remuneration Review Increase (July 2019)**

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In order to develop a new remuneration framework, the parties agree that remuneration review process will be replaced by a transitional progression model in 2019.

For the performance year ending 30 June 2019, MSD will make a progression assumption that all employees are doing their job well, unless under a Performance Improvement Plan (PIP) at 30 June 2019.

Progression within the range will be by the equivalent of a flat-rate adjustment of \$800 gross for each employee (based on full time equivalent).

- The \$800 flat-rate adjustment will move the employee’s position in range, up to the maximum of the band, in July 2019
- Progression will be withheld if a PIP is in place. However, the progression increase will be applied from the date that the PIP ends during the assessment year.
- Part time employees receive a pro-rated amount based on their proportion of full time contract
- Where MSD seeks to recognise exceptional performance/retention or address issues such as gender pay or relativities, this is separate from the interim progression model.

The On-track performance catch-ups and reviews will still be undertaken during the year.

**2. Re-design of Remuneration Framework**

The parties will develop a fit for purpose remuneration framework for roles under NOMYD coverage. This work programme will build on the joint MSD/PSA work on remuneration, performance and development frameworks following the 2016 terms of Settlement.

The programme will involve a number of phases. PSA will be involved in each phase and will have a role within the co-design oversight group. MSD will facilitate the release of appropriate PSA representatives.

The Design phase will focus on framework design including approach to banding, appointments and progression within the band. PSA will seek PSALT approval of the design, following which MSD's Leadership Team approval will be sought to move to the next phase of the project.

<u>Phase</u>	<u>Activity</u>	<u>Target date</u>
Foundation	Establish oversight group and complete ToR	mid Oct 18
	Review findings of ToS 2016 work	mid Oct 18
Design	Co-design workshop completed	end Dec 18
	Recommendations for design (approach to banding and progression)	end Mar 19
	GATEWAY (approval point)	
Modelling & Recommendations	Complete Design options with financial models	end June 19

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	GATEWAY (approval point)	
Transition	Transition planning	end Oct 19
	Bargaining	Mar - Apr 20
	Implementation	July 20

Implementation of the new remuneration framework will be planned for July 2020.  
 Approval for implementation will depend upon costs and sustainability of proposals.  
 Changes to terms and conditions of employment will need to be negotiated and agreed.

### **3. Diversity & Inclusion**

The Ministry will engage PSA in its Diversity & Inclusion work programme, including normalising flexible work for all staff, introducing inclusive and family-friendly policies that allow employees to balance work and caring responsibilities, and becoming more representative of the communities we serve.

PSA will be represented on the steering group which meets monthly to oversee the programme of work for Diversity & Inclusion, as well as involvement in some emerging workstreams.

### **4. Gender Pay**

The Ministry will continue to involve the PSA in quarterly reporting discussions, sharing pay gap information and seeking views and recommendations to address reductions in the Gender Pay Gap.

### **5. Training for Recruitment & Selection**

The Ministry will develop and implement an ongoing programme of training to support interview panels, encompassing merit selection and avoiding unconscious bias.

### **6. High Performance – High Engagement**

The Ministry and PSA are committed to developing a high performance engagement relationship. The parties recognise the mutual benefit which can be gained through such constructive involvement.

### **7. Career Progression**

The parties will develop resources including a simple template to assist with progression planning. The objective of this work is to support real progression between roles.

### **8. Change Management approach**

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The parties will work together to improve the efficiency of change processes including change protocols.

## **9. Support for H&S Roles**

The Ministry will work with the PSA to identify actions to promote and recognise the skills, responsibilities, and time given by Health & Safety representatives, evacuation chair operators, and wardens.

## **10. Wellbeing**

The Ministry will engage PSA in MSD's Wellbeing programmes, supporting physical and mental health as well as general wellbeing.

## **11. Lump Sum Payment**

A lump sum payment of \$750 gross will be paid to all eligible PSA members.

To be eligible for this lump sum payment an employee must:

- Be either permanently employed or employed under a fixed term agreement under coverage of National Office & MYD collective agreement on 03/08/2018, the date of ratification of the new CA; and
- Be a member of the PSA as at 5.00pm on 03/08/2018, the date of ratification of the CA, and as itemised in a single declaration sent from the PSA to the Ministry before 5.00pm on 06/08/2018.

These one off payments will not be pro-rated for part time employees.

The parties agree that any employee who terminates their employment and whose last day of employment is on or before 03/08/2018, the date of ratification of the new CA, shall not be entitled to receive this lump sum payment.

For the purposes of clarity and the avoidance of doubt casual employees are not entitled to the lump sum payment.

## **12. Pass On**

The Ministry may offer the terms and conditions in these Terms of Settlement to non-union employees (as at 03/08/2018, the date of ratification) in positions which come under coverage of the National Office & MYD CA, including those who subsequently join the PSA, on the following basis:

- The lump sum payment of \$750 (gross) will not be passed on; and
- The 2.0% increase to salary steps and remuneration ranges will be effective from 2 July 2018 (the same date as PSA members), recognising that the lump sum payment is a union-only benefit.

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**Signatories:**



Charlie Busby  
For Ministry of Social Development

20 July 2018

Date:



Mark James  
For NZ Public Service Association

20/7/2018

Date:

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APPENDIX ONE

**National Office Staff Remuneration Ranges: Effective 2 July 2018**

**Corporate Cluster - Remuneration**

Range	Minimum (80%)	Mid-Point (100%)	Maximum (120%)
C01	\$34911 (\$90%)	<b>\$38,790</b>	\$46,548
C02	\$36862 (85%)	<b>\$43,367</b>	\$52,041
C03	\$38,573	<b>\$48,216</b>	\$57,860
C04	\$42,452	<b>\$53,064</b>	\$63,677
C05	\$48,275	<b>\$60,343</b>	\$72,412
C06	\$56,023	<b>\$70,029</b>	\$84,035
C07	\$63,781	<b>\$79,726</b>	\$95,672
C08	\$71,539	<b>\$89,423</b>	\$107,308
C09	\$79,297	<b>\$99,122</b>	\$118,946
C10	\$87,045	<b>\$108,806</b>	\$130,568

**Information Technology Cluster - Remuneration**

Range	Minimum (80%)	Mid-Point (100%)	Maximum (120%)
I01	\$42,740	<b>\$53,426</b>	\$64,111
I02	\$49,450	<b>\$61,812</b>	\$74,174
I03	\$57,271	<b>\$71,589</b>	\$85,906
I04	\$66,222	<b>\$82,777</b>	\$99,333
I05	\$75,454	<b>\$94,317</b>	\$113,181
I06	\$84,857	<b>\$106,072</b>	\$127,286
I07	\$94,261	<b>\$117,826</b>	\$141,392
I08	\$103,674	<b>\$129,592</b>	\$155,510

**Policy Cluster - Remuneration**

Range	Minimum (80%)	Mid-Point (100%)	Maximum (120%)
P01	\$38,274	<b>\$47,843</b>	\$57,412
P02	\$46,656	<b>\$58,320</b>	\$69,983
P03	\$55,038	<b>\$68,797</b>	\$82,556
P04	\$64,116	<b>\$80,144</b>	\$96,173
P05	\$75,590	<b>\$94,488</b>	\$113,385
P06	\$83,510	<b>\$104,388</b>	\$125,265
P07	\$93,204	<b>\$116,504</b>	\$139,805
P08	\$102,906	<b>\$128,632</b>	\$154,359
P09	\$112,597	<b>\$140,747</b>	\$168,896

**Economist Cluster - Remuneration**

Range	Minimum (80%)	Mid-Point (100%)	Maximum (120%)
E01	\$49,829	<b>\$62,286</b>	\$74,744
E02	\$69,849	<b>\$87,311</b>	\$104,773
E03	\$85,373	<b>\$106,716</b>	\$128,060
E04	\$104,632	<b>\$130,791</b>	\$156,949

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## National Office Staff Remuneration Ranges: Effective 1 July 2019

### Corporate Cluster - Remuneration

Range	Minimum (80%)	Mid-Point (100%)	Maximum (120%)
C01	\$35609 (\$90%)	<b>\$39,566</b>	\$47,479
C02	\$37599 (85%)	<b>\$44,234</b>	\$53,081
C03	\$39,344	<b>\$49,180</b>	\$59,016
C04	\$43,300	<b>\$54,125</b>	\$64,950
C05	\$49,240	<b>\$61,550</b>	\$73,860
C06	\$57,144	<b>\$71,430</b>	\$85,716
C07	\$65,056	<b>\$81,321</b>	\$97,585
C08	\$72,969	<b>\$91,211</b>	\$109,454
C09	\$80,884	<b>\$101,104</b>	\$121,325
C10	\$88,786	<b>\$110,982</b>	\$133,179

### Information Technology Cluster - Remuneration

Range	Minimum (80%)	Mid-Point (100%)	Maximum (120%)
I01	\$43,596	<b>\$54,495</b>	\$65,393
I02	\$50,439	<b>\$63,048</b>	\$75,658
I03	\$58,417	<b>\$73,021</b>	\$87,625
I04	\$67,546	<b>\$84,433</b>	\$101,319
I05	\$76,963	<b>\$96,203</b>	\$115,444
I06	\$86,555	<b>\$108,193</b>	\$129,832
I07	\$96,146	<b>\$120,183</b>	\$144,219
I08	\$105,747	<b>\$132,184</b>	\$158,621

### Policy Cluster - Remuneration

Range	Minimum (80%)	Mid-Point (100%)	Maximum (120%)
P01	\$39,040	<b>\$48,800</b>	\$58,560
P02	\$47,589	<b>\$59,486</b>	\$71,384
P03	\$56,138	<b>\$70,173</b>	\$84,208
P04	\$65,398	<b>\$81,747</b>	\$98,096
P05	\$77,102	<b>\$96,378</b>	\$115,653
P06	\$85,181	<b>\$106,476</b>	\$127,771
P07	\$95,067	<b>\$118,834</b>	\$142,601
P08	\$104,964	<b>\$131,205</b>	\$157,446
P09	\$114,850	<b>\$143,562</b>	\$172,274

### Economist Cluster - Remuneration

Range	Minimum (80%)	Mid-Point (100%)	Maximum (120%)
E01	\$50,825	<b>\$63,532</b>	\$76,238
E02	\$71,246	<b>\$89,057</b>	\$106,869
E03	\$87,080	<b>\$108,850</b>	\$130,620
E04	\$106,725	<b>\$133,407</b>	\$160,088

## TECHNICAL CHANGES

Update clause **4.3 Description of the National Office remuneration system** to read:

*“The National Office remuneration system consists of a total remuneration model which means that the value of an employee’s remuneration includes base salary, performance pay and other benefits, but excludes the employer contributions to the Ministry approved retirement schemes, such as KiwiSaver or State Sector Retirement Savings Scheme”.*

Update clause **7.7.1 Leave without pay** to read:

### **7.7.1 Leave without pay**

*“An employee may apply for leave without pay and the employer 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. All annual leave will be expected to be taken prior to the commencement of leave without pay for a period in excess of one month.*

*Approved discretionary leave without pay for periods in excess of one month will be regarded as discretionary leave and the following will apply:*

- *For discretionary leave without pay of more than one month and up to three months, the position will be held open and service will be interrupted but not broken;*
- *For leave without pay of more than three months and up to 15 months, the employee is not guaranteed placement in either the same job or a new job at the end of the period of leave. If a suitable position is found, their service will then be treated as interrupted but not broken. The employee will be given preference for a period of three months for appointment to that vacancy. If no job is found before the end of the preference period the employment will terminate. The last day of service will be recognised as the original date that the leave commenced”.*

Following 2016 ToS it was agreed to re-write the parental leave clause to make it easier to understand. The intention was not to reduce or increase entitlement. Update **8.5 Parental Leave** to read:

### **8.5. Parental leave**

#### **“8.5.1. Definitions**

*Parental leave at MSD can include Primary carer leave, Partner’s leave, Extended leave, and Special Leave.*

*The provisions of the Parental Leave and Employment Protection Act 1987 (including protection of employment provisions) apply, with additional entitlements for payment on return to work and for re-engagement after child care.*

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*Parental leave provided by MSD is unpaid leave. Note that employees taking Primary carer's leave may be entitled to payment under the Statutory Paid Parental Leave Scheme. This payment is taxpayer funded and administered by Inland Revenue.*

*If the employee is on a fixed-term agreement parental leave will not extend beyond the expiry date of that agreement.*

**8.5.2. Eligibility**

*Parental leave may be available to:*

- *Pregnant employees;*
- *Employees who begin permanently caring for a child under six years who is not their natural child (this includes permanent care such as adoption and home for life, but not foster care); and*
- *Employees whose partners are eligible for parental leave*

*The amount of leave an employee can take depends on whether they meet the six or 12 month criteria below:*

- *Six month criteria*  
*The employee must have worked for MSD for an average of at least 10 hours a week for the six months before their baby's due date (or the date they become responsible for the care of a child under six years on a permanent basis).*
- *Twelve month criteria*  
*The employee must have worked for MSD for an average of at least 10 hours a week for the 12 months before their baby's due date (or the date they become responsible for the care of a child under six years on a permanent basis).*

*An employee may take the maximum period of parental leave exclusively or share it with their partner.*

**8.5.3. Applying for primary carer leave, partner's leave, and extended leave**

*An employee must apply in writing, with at least one month's notice, to MSD of their intention to take primary carer, partner's, or extended leave. The employee is required to provide a copy of a certificate from a doctor or midwife naming who is pregnant and the baby's due date or documentation that shows assuming care of the child with a view to adopt.*

*Full details of letter requirements are available on MSD's intranet.*

**8.5.4. Primary carer leave**

*Primary carer leave may be available to employees eligible under clause 8.5.2.*

*Primary carer leave must be taken in one continuous period up to the number of weeks specified under the act (22 weeks as at 1 July 2018).*

*The employee can start their primary carer leave up to six weeks before the baby's due date or the date on which the employee will become the primary carer of the child.*

*Pregnant employees can start primary carer leave earlier if:*

- *the baby is born before the employee's scheduled leave, or*
- *directed by a doctor or midwife, or*
- *MSD considers that the pregnant employee's work is unsafe, or their performance is inadequate, due to their pregnancy; and MSD can't temporarily transfer the employee to another suitable job.*

*Any leave taken before the six week period prior to the due date is in addition to the employee's entitlement to extended leave.*

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#### **8.5.5. Extended leave**

*Extended leave may be available to employees eligible under section 8.5.2.*

*The amount of extended leave that an employee may take depends on whether they meet either the six month or 12 month time criteria:*

- *Employees who meet the six month criteria may take up to 26 weeks (less the number of weeks of primary carer leave taken).*
- *Employees who meet the 12 month criteria may take up to 52 weeks (less the number of weeks of primary carer leave taken).*

*In either instance, if the employees' partner is also taking extended leave they share this amount.*

#### **8.5.6. Partner's leave**

*An employee may take up to two weeks unpaid leave if their partner is going to give birth or assume the care of a child. This leave may be taken at any time between the period three weeks prior to, and three weeks following, the expected date of delivery or date of assuming care. This leave must be taken as a block of up to two weeks.*

#### **8.5.7. Special leave**

*In addition to any other parental leave taken, a pregnant employee may also take up to 10 days' unpaid special leave without pay for pregnancy-related reasons such as antenatal classes, scans or midwife appointments.*

#### **8.5.8. Annual Leave**

*Any annual leave entitlement or accrued annual leave that employees have at the time they begin primary carer leave and/or extended leave will be paid out at the beginning of their leave period. The term of primary carer leave and/or extended leave will begin once the annual leave is used.*

*An employee who has applied for a primary carer leave and/or extended leave period of less than three months can ask to retain any annual leave entitlement accrued prior to taking the parental leave (i.e. it will not be paid out as described above). When the employee takes this leave on their return, it will be paid at their daily pay rate applying at the time they started their parental leave.*

*Employees will continue to accrue annual leave while they are on primary carer leave and/or extended leave. This leave will be available to employees following their return to work and paid at their daily pay rate when they take it.*

#### **8.5.9. Job protection**

*An employee will be entitled to resume work in the same (or similar) position to the one that they held prior to commencing parental leave. A similar position means:*

- *at the equivalent salary and job sizing; and*
- *at the same or other location within reasonable travelling distance; and*
- *involving responsibilities broadly comparable to the previous position.*

*When an employee takes parental leave MSD will keep the employee's position open, preferably with a temporary replacement.*

*In the event that an employee's position becomes affected, while they are on parental leave, they will be notified and consulted in terms of the 'Our approach to change management' (clause 12) provisions contained in this agreement.*

#### **8.5.10. Payment on return to work (ex-gratia)**

*Employees will be eligible for an ex-gratia payment of up to 32 days if they have:*

- *have taken at least six weeks' primary carer leave and/or extended leave; and*

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- *had care of their child in terms of the Parental Leave and Employment Protection Act 1987*

*The payment will be made either:*

- *on the completion of six months' service after returning to work; or*
- *alternatively, the employee may choose to receive the payment pro-rated in equal fortnightly instalments commencing on their first payday after they return to work, with the final payment made at the completion of six months' service.*

*Where an employee chooses to receive the parental leave payment in instalments they need to advise MSD of this on their first day back at work. They are not entitled to the balance of the payment if they resign or their employment is terminated before the completion of six months' service after returning from primary carer and/or extended leave.*

*The payment is based on the employee's annual rate of pay and hours of work before they went on leave, and will be made as follows:*

- *the amount will be calculated at the normal rate of salary applicable to the 32-day period prior to the commencement of the leave;*
- *only one payment will be made when both partners are engaged by the public sector and both meet the eligibility criteria; and*
- *the amount will be pro-rated where an employee takes extended leave following a period of primary carer leave of less than six weeks' leave.*

*Where an employee works reduced hours prior to taking primary carer leave and/or extended leave as a result of a medical condition arising from their pregnancy, the return to work payment will be calculated at the normal rate of salary for the 32-day period prior to the reduction in hours.*

**8.5.11. Re-engagement after childcare**

*An employee who resigns to care for preschool children will have preferential re-employment status if they reapply for a position within four years from the date of resignation or five years from the date of taking parental leave.*

*The preference will apply where:*

- *the employee applies for a vacancy which is substantially the same position as previously held; and*
- *where the employee has the necessary skills to competently fill the vacant position.*

*Where these criteria are met, the person will be offered the position in preference to any other person. The preference will lapse where the applicant has not been appointed to a position within six months of reapplying.*

*This period of absence is counted as unbroken service with MSD, but will not count for the purpose of any service-related leave entitlements".*