Collective employment agreement 2018–2020
By signing this form you agree to abide by the rules of the PSA and authorise the PSA to act as your representative in all matters relating to your employment, including the negotiation and enforcement of your employment agreement. In the event there is a legal issue, the PSA will make the final determination with respect to progression and PSA representation. It is not PSA practice to assist with employment issues which arose prior to joining the PSA.

You authorise your employer to deduct and pay the PSA (NZ Public Service Association Inc.) any membership subscription as determined and duly notified from time to time by the PSA Executive Board.

We will send everything above this line to your employer for payroll purposes. Information below this line is for PSA use only.

The PSA will arrange for your membership fees to be deducted from your salary. To arrange alternative payment methods, contact the PSA Membership team on 0508 367 772 or membership@psa.org.nz.

Fortnightly fees:
- Annual pay under $18,970 = $4.25
- Between $18,970 and $41,184 = $8.65
- Over $41,184 = $17.45

Fill in the details below. Fold and send to PSA Membership, Freepost 3742, PO Box 3817, Wellington 6140 (no stamp required).

First name
Gender: Male Female Indeterminate/Intersex/Unspecified

Mobile #

Home address

Employer

Occupation/Team

Worksite address

Signed Date

Date of Birth    DD / MM / YY

Employee/Payroll no. (if known)

MEMBERSHIP FORM

NETWORKS
I wish to join the following PSA networks (members under 35 automatically join PSA Youth):
- Out@PSA
- Deaf and Disabled
- Pasefika Women's Network

Privacy: View our policy on the confidentiality of information we collect at psa.org.nz/privacy or freephone 0508 367 772.

Do you identify as Māori?
- Māori members automatically join Te Rūnanga o Nga Toā Āwhina

If no mobile phone, please provide preferred land line

Ethnicity

Surname

Work Email

If no work email, please use home
MEMBERSHIP FORM

Fill in the details below. Fold and send to PSA Membership, Freepost 3742, PO Box 3817, Wellington 6140 (no stamp required).

First name

Surname

Employer

Occupation/Team

Worksite address

Employee/Payroll no. (if known)

By signing this form you agree to abide by the rules of the PSA and authorise the PSA to act as your representative in all matters relating to your employment, including the negotiation and enforcement of your employment agreement. In the event there is a legal issue, the PSA will make the final determination with respect to progression and PSA representation. It is not PSA practice to assist with employment issues which arose prior to joining the PSA.

You authorise your employer to deduct and pay the PSA (NZ Public Service Association Inc.) any membership subscription as determined and duly notified from time to time by the PSA Executive Board.

Signed ___________________________ Date ___________________________

We will send everything above this line to your employer for payroll purposes. Information below this line is for PSA use only.

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Home address

Gender

Do you identify as Māori?

Ethnicity

Date of Birth DD/MM/YY

Mobile #

If no mobile phone, please provide preferred land line.

Work Email

If no work email, please use home

NETWORKS

I wish to join the following PSA networks (members under 35 automatically join PSA Youth):

- [ ] Out@PSA
- [ ] Deaf and Disabled
- [ ] Pasefika
- [ ] Women’s Network

Privacy: View our policy on the confidentiality of information we collect at psa.org.nz/privacy or freephone 0508 367 772.
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Foreword

This is a collective employment agreement (Agreement) developed by the Ministry of Business, Innovation and Employment (MBIE) and the New Zealand Public Service Association (PSA) for MBIE employees who are also members of the PSA.

This foreword sets out statements of understanding, expectations and intent of the parties. However, it is not a legally enforceable part of the Agreement.

MBIE and the PSA have a shared goal of achieving MBIE’s strategic vision of ‘Grow New Zealand for All’. A productive working relationship will enable the parties to work in a constructive manner toward achieving this vision.

Legal obligations around the relationship between MBIE and the PSA, including those of dealing with each other in good faith, are set out in the Employment Relations Act 2000, other employment related legislation and in the body of this Agreement.

We are committed to upholding these requirements. The working relationship between you and MBIE, though, is much more than legal rights and obligations. It includes, but is not limited to, a mutual desire to do our best and to uphold the personal and organisational values that are important to us, and how we behave every day.

It also includes the expectations that you have of MBIE and your manager together with the expectations that MBIE and your manager have of you.

As stated above, MBIE's vision is to ‘Grow New Zealand for All’.

› ‘Grow’ relates to the economy – to achieve the standard of living and quality of life New Zealanders aspire to, we need a better performing economy that delivers sustainable growth.

› ‘For all’ captures growth for New Zealanders now and in the future – growth that does not compromise our environment or the safety of our workplaces.

This will be achieved by helping businesses to become more productive and internationally competitive, and by increasing opportunities for all New Zealanders to contribute to the economy.

This means providing more jobs and increasing the opportunities for New Zealanders to participate in more productive and higher paid work. Growth for all also means providing better quality housing that is safe and affordable for New Zealanders.

These aspirations are echoed in MBIE’s Māori identity – Hīkina Whakatutuki – which broadly means “lifting to make successful”.

MBIE’s targets will be achieved in the following way:

› Shape – shaping the agenda by challenging the status quo, and by generating and adopting new ideas, to bring those ideas to life.

› Collaborate – supporting each other, engaging early and proactively partnering in pursuit of shared goals.

› Deliver – having a can do attitude, taking ownership, acting with purpose, urgency and discipline, taking calculated risks, celebrating success and learning as we go.

MBIE will only achieve its strategic vision through its employees. This Agreement represents the terms and conditions which we believe will help MBIE attract, retain and grow a high performing workforce capable of delivering its vision to ‘Grow New Zealand for All’.
How to use this document

This document is divided into ten sections that contain the actual wording of the Agreement as numbered clauses and subclauses.

We have included definitions of key terms as well as an index to help you find what you are looking for.

Throughout this Agreement the terms ‘you’ refer to employees, ‘we’ to the employer (the Ministry or MBIE) and ‘your union’ or ‘the union’ to the PSA.
Who and what this Agreement covers

This section explains which employees are covered by this Agreement, describes the parties and states how long this Agreement remains in force.

1. Parties

1.1 This Agreement is made between:

› the Chief Executive of the Ministry of Business, Innovation and Employment, Hīkina Whakatutuki (‘MBIE’, or ‘the Ministry’) and

› the New Zealand Public Service Association (Te Pukenga Here Tikanga Mahi) (‘PSA’ or ‘the union’).

2. Coverage

2.1 This agreement covers all employees of MBIE who are members of the PSA except those employed in the following positions:

› Deputy Chief Executives and other Senior Leadership Team Members

› General and Group Managers – and equivalent roles

› All direct reports to Deputy Chief Executives and General/Group Managers excluding Executive Assistants and administration support staff e.g. Personal Assistants

› All managers below this level who hold financial and/or Human Resources delegations except for front line supervisors/managers within the Immigration New Zealand group

› Human Resources employees in advisory roles

› Any legal position which provides internal advice on employment related matters

› Employees engaged on a casual basis

Note: The parties agree to review coverage for Team Leaders/Supervisors with the potential to include Team Leaders/Supervisors under coverage, our aim is to review this prior to 30 November 2018 with a view to raising a variation if appropriate.

2.2 New and existing employees who fall within coverage and who become members of the PSA will be bound by the terms and conditions of this Agreement.

2.3 When MBIE enters into an employment agreement with a new employee it will inform the employee

› that this Agreement exists and covers work to be done by the employee

› that the employee may join the union (the PSA) that is a party to this Agreement.
› how to contact the PSA
› if the employee joins the PSA, that the employee will be bound by this Agreement
› a copy of this Agreement will be provided to them.

2.4 Any dispute in relation to this coverage clause shall be determined in accordance with the provisions of this Agreement.

3. Term
3.1 The term of the Collective Agreement shall be from 20 September 2018 to 31 March 2020.

Note: The parties agree to review the term of the 2018 to 2020 Collective Agreement and may agree a Variation prior to or at the same time as a Remuneration Project Variation.

4. Interpretation
4.1 Where the parties believe the wording of this Collective Agreement does not reflect what was discussed and agreed in bargaining they will meet in good faith to discuss resolution of the matter.

5. Variation
5.1 This Agreement can be varied by agreement between the parties. Variations must be in writing and approved by the parties. Variations must be agreed by 50% plus one member of all the members that vote.

6. Terms of Settlement
6.1 The Terms of Settlement for this Agreement are attached to, and form part of, this Agreement.
Working with your union

MBIE recognises the right of employees to join and be represented by the PSA and the right of the PSA to consult and inform members in the workplace.

This section sets out the principles for the relationship MBIE has with you, and with the PSA in representing its members. It also covers deductions of union membership fees, union meetings, employment relations education leave, and access.

7. Working with your union

7.1 MBIE recognises the right of employees to join and be represented by the PSA and the right of the PSA to consult and inform members in the workplace.

7.2 The PSA recognises the right of MBIE to plan, manage, organise and finally decide on the operations and policies of MBIE.

7.3 MBIE and the PSA agree they shall, in good faith, attempt to jointly resolve any issues raised concerning this Agreement and any other matters of mutual interest based on the principles contained in this section.

7.4 MBIE will act as a good employer and will consult with the PSA and employees on the following in a timely manner and at the earliest opportunity:

› MBIE’s objectives
› major organisation changes and timelines
› technological changes that will significantly affect how MBIE operates
› new initiatives related to the performance of the organisation or employees.

7.5 MBIE will also:

› encourage employees to participate in an open and honest way
› respect and inform the PSA, and will involve the PSA in relevant processes.

7.6 MBIE and the PSA have agreed to a delegates’ protocol which details how MBIE and the PSA will work together. A copy of this is available on MBIE’s intranet.

8. Principles

8.1 Employees and managers recognize that they are individually and collectively responsible for the organisation and for sharing in the achievements of MBIE.
8.2 The following principles relate to the relationship MBIE has with its employees and with the PSA in representing its members.

8.3 The principles for a quality working relationship are based on:

› having human resource and management systems in place where the positive performance and ability of each employee is encouraged and valued
› working within the principles of the Treaty of Waitangi (Te Tiriti O Waitangi). MBIE has developed guidelines and resources to support employees engaging with Maori.
› the health, safety and wellbeing of all employees being respected, and it is recognised that a healthy work environment produces the best quality outcomes
› all employees being valued equally, having their contributions respected and rewarded regardless of position, status, ethnicity or background. Employees and managers respect the roles and responsibilities of each other.
› conflict being managed in a positive way, with the PSA having a valued role in working with individual employees and managers to avoid and manage conflict by working together to maintain the dignity and mana of all employees
› recognition that all employees have responsibilities and commitments outside of MBIE and that careful consideration of workloads, flexibility and the ability to meet these commitments without unnecessary pressure will benefit the whole organisation
› an agreement that joint working parties or forums can be a useful way to address matters of mutual interest. The aim of any working party is to make recommendations to the Chief Executive who will take into account the views of the working parties and employees. Time will be managed so that participants, including the PSA and MBIE’s representatives, can participate effectively in any working party.

9. Deductions

9.1 MBIE shall deduct union membership fees, with the authorisation of each member, from wages or salary, and shall remit these deductions to the union at a frequency in line with the employer’s pay periods and will provide a list of those employees for whom deductions have been made. These arrangements are subject to any provisions separately agreed between MBIE and the PSA. MBIE shall retain an administration fee of 2.0 percent.

10. Union Facilitation Clause

10.1 In the interests of promoting a constructive working relationship, MBIE will support PSA efforts to recruit potential members. Senior representatives from MBIE and the PSA will meet on a 6-weekly basis to work on matters of shared interest, eg gender pay, remuneration project. MBIE agrees to support working with the PSA to:

› Provide new employees with information about the PSA;
› Advise the PSA of new employees, except for those who have declined authorisation to forward their names to the PSA;
› Facilitate other connections between the PSA and new employees and other staff who are not members of the PSA;
› Ensure membership forms are included in the induction packs;
› Invite the PSA to induction sessions and allocate time for the PSA to present;
› Support the planning and establishment of agreed PSA information sessions; and
› Facilitate approved PSA communications/links to be posted on the intranet.
11. **Union meetings**

11.1 PSA members are entitled to attend, on ordinary pay, at least two union meetings, of up to four hours total in each calendar year.

11.2 The PSA shall provide MBIE with at least 14 days’ notice of the date and time of any such union meeting.

11.3 The PSA shall make arrangements with MBIE to ensure its operations continue.

11.4 Paid time is only available for actual attendance at union meetings where the employee would otherwise be working.

11.5 The PSA shall provide MBIE with a list of names of PSA members who attended the meeting with the start and finish times.

11.6 MBIE and the PSA may agree additional allocations of time for paid union meetings.

12. **Employment Relations Education Leave**

12.1 The PSA shall allocate Employment Relations Education Leave (EREL) in accordance with the provisions of the Employment Relations Act 2000.

13. **Access**

13.1 The PSA and its representatives may enter the workplace to carry out union business provided the PSA does so at reasonable times and in a reasonable manner, having regard to health and safety issues and the Employment Relations Act 2000.
Your work environment

This section covers:

› people policies and codes of conduct
› diversity
› unwelcome behaviour
› confidentiality of information, protected disclosures, your personal information and conflicts of interest
› membership of professional associations
› intellectual property and copyright.

14. Te Tiriti o Waitangi/the Treaty of Waitangi

14.1 MBIE and PSA affirm Te Tiriti o Waitangi/the Treaty of Waitangi as the constitutional basis of partnership between Māori and the Crown, and the unique status of Māori as tangata whenua of Aotearoa/New Zealand. We are committed to developing processes which incorporate partnership principles. Our aspiration is to be able to work proficiently across Te Ao Māori and Te Ao Hurihuri in all aspects of our work. MBIE is committed to building its capability through increased use and knowledge of Te Reo Māori, Tikanga Māori, and the practical application of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

14.2 MBIE and PSA support and encourage the use of Te Reo Māori and Tikanga Māori in our everyday work practices.

14.3 A key principle for a quality working relationship is working within the principles of the Treaty of Waitangi (Te Tiriti O Waitangi).

15. People policies and codes of conduct

15.1 MBIE’s Human Resources policies and procedures, the MBIE Code of Conduct and the State Services Commission Standards of Integrity and Conduct apply to employees covered by this Agreement (to the extent that they are not inconsistent with this Agreement).

15.2 MBIE may amend these policies and procedures and its Code of Conduct from time to time, in consultation with the PSA.
16. **Gender Pay Principles**

16.1 MBIE and the PSA seek to achieve working environments which are free from gender-based inequalities, where all employees are able to achieve their full potential, irrespective of gender and to ensure that gender pay gaps are eliminated for all women.

17. **Gender Pay Gap Action Plan Governance Group**

17.1 MBIE and the PSA shall establish a Gender Pay Gap Action Plan Governance Group. The purpose of the group will be to shape, drive and monitor the implementation of the gender pay principles and the action plan for closing the gender pay gap.

17.2 MBIE is committed to investigating and addressing inequality. MBIE will comply with the Gender Pay Principles, which are available on the Ministry for Women’s website and contained in Appendix 1 and form part of this collective agreement. The five core Principles provide a useful framework to support agencies action on gender pay. These principles are:

i. Freedom from bias and discrimination;

ii. Transparency and accessibility;

iii. The relationship between paid and unpaid work;

iv. Sustainability; and

v. Participation and engagement.

18. **Diversity**

18.1 MBIE’s employee profile should reflect the social and ethnic mix of its client base, because we recognise that diversity within our workplace assists us to better deliver services and ‘Grow New Zealand for All’.

18.2 This is achieved through an informed understanding of the needs of a variety of groups of people and of the ability to communicate and build relationships with MBIE’s stakeholders. Diversity provides MBIE with a variety of perspectives that can improve the quality of decision making and the cultural health of the organisation.

18.3 MBIE is committed to the principles of equality of employment opportunity as set out in the State Sector Act 1988 to support diversity and equal opportunity through MBIE’s employment and Human Resources policies and procedures. Information on diversity is available in the Human Resources Policy – Equality and Diversity.

18.4 MBIE will ensure its Human Resources policies and procedures are consistent with its Good Employer and wider State Sector and legislative obligations.

18.5 Discrimination is harmful to employees and to MBIE as a whole. Discrimination will not be tolerated in MBIE. Discrimination includes discrimination on the basis of gender, marital status, religious or ethical belief, colour, race, ethnic or national origins, any disabilities, age, political opinions, employment status, family status, sexual orientation, or involvement in the activities of a union.

18.6 If you believe you are being subjected to discrimination in your employment at MBIE you should use the process set out in the Disputes, employment problems and ending the employment relationship section of this Agreement.

19. **Unwelcome behaviour**

19.1 Unwelcome behaviour can include harassment or bullying of employees by their colleagues, contractors or customers of MBIE, or by employees towards colleagues, contractors or customers of MBIE. MBIE will maintain policies and procedures including
guidance for making or handling of complaints/concerns, and make these available to all employees.

19.2 Harassment can be defined as any unwelcome comment, conduct or gesture that is insulting, intimidating, humiliating, malicious, degrading or offensive. It might be repeated or be an isolated incident, but it is so significant that it adversely affects someone’s performance, contribution or work environment. It can include physical, degrading or threatening behaviour, abuse of power, isolation, discrimination, sexual and/or racial harassment. Harassment is behaviour that is unwarranted even if the recipient does not tell the harasser that the behaviour is unwanted.

19.3 Bullying is ongoing unreasonable behaviour which is often intended to humiliate or undermine the recipient and is unacceptable.

19.4 Further information is contained within the Disputes, employment problems and ending the employment relationship section of this Agreement.

20. Confidentiality of information

20.1 MBIE expects the highest levels of professionalism and integrity as it has access to, handles or otherwise holds confidential information that needs to be protected.

20.2 You accept that it is appropriate that any information you gain in the course of your employment, which is not otherwise publicly available, is confidential. This applies while MBIE employs you and will continue to apply if you leave your employment with MBIE. You understand that it is necessary to be discreet and not disclose information to people who may not be entitled to it: this can include fellow employees.

20.3 MBIE will take appropriate action to protect the confidentiality of its information. Further information is set out in MBIE’s Code of Conduct.

21. Protected disclosures

21.1 Notwithstanding the general obligation of confidentiality in clause 16, if you become aware of serious wrongdoings in the course of your work, MBIE’s policies on protected disclosures provide certain protections for you to safely raise your concerns without fear of retaliation. If you choose not to use this process you may reduce the legal protections that would otherwise be available to you. Further information on this process and your rights are set out in Human Resources Policy – Reporting Serious Wrongdoing.

22. Your personal information

22.1 MBIE holds certain information relating to your employment and will treat it in confidence in accordance with the provisions of the Privacy Act 1993. You are entitled to view your personal file at any reasonable time. Further information about the treatment of personal information relating to your employment is set out in Human Resources Policy – Personal Information.

23. Conflicts of interest and workplace integrity

23.1 Employees should perform their duties honestly and impartially and avoid situations which might compromise their integrity or otherwise lead to conflicts of interest. If a conflict or potential conflict of interest arises, talk to your manager in the first instance.

24 Professional associations: registration, licensing and membership

24.1 Where an employee is a member of a work-related professional association they may be reimbursed the cost of annual membership fees.
24.2 Where an employee is required by law to hold an annual practising certificate, the cost of the certificate will be met by MBIE provided that the following three conditions are met:

› it must be a requirement that a current certificate is held for the performance of duties

› the employee is engaged in duties for which the holding of a certificate is a requirement

› the employee must be a member of the particular occupational class to whom the requirement applies.

25. Intellectual property and copyright

25.1 All work produced by you in the course of your employment, and any copyright or merchandising rights arising from such work, belongs to MBIE and the Crown.
Remuneration, hours of work, expenses and allowances

This section covers remuneration, hours of work, expenses and allowances as well as information relating to flexible working arrangements, breaks, overtime and shift work.

26. Remuneration

Introduction

26.1 MBIE operates a remuneration system that supports the achievement of business goals and attracts, retains, and motivates employees to develop a high performance culture.

26.2 This remuneration system determines what MBIE pays for positions and how decisions are made about what employees are paid for the work they do.

Remuneration structure

26.3 MBIE’s remuneration year runs from 1 July through to 30 June of the following year.

26.4 Roles covered by this collective agreement fall within established salary bands. Each role is allocated to a salary band based on the Hay Job Sizing system. All salary bands including salary ranges and midpoints for positions covered by this agreement will be published on the intranet but do not form part of this agreement. Information on job titles covered by this agreement with their corresponding band(s) will be made available to the PSA on request. An employee’s own band will be made available to them on request.

Principles

26.5 The following principles underpin the operation of MBIE’s remuneration system:

Transparent

› The remuneration system is clear;

› Employees and managers have a clear understanding of how the remuneration system works, and can have confidence in the way it operates;

› Salary bands are published.

Simple

› The remuneration system is simple in its structure and easy to understand;

Fair and equitable
Employees are rewarded for their contribution towards MBIE’s objectives;
Pay relativities are considered;
Rates of pay are set at levels that can attract and retain employees;
An employee’s salary will not decrease as a result of the operation of the remuneration system;
The remuneration system does not discriminate on the basis of gender, race or other irrelevant factors.
Takes into account the Gender Pay Principles
Flexible, affordable and sustainable
The remuneration system will be flexible enough to respond to the changing needs of the business and to the differing requirements of areas within the business;
The remuneration system needs to be fiscally sustainable in recognition that the ongoing costs need to be satisfied within available funding.

2017/2018 and potentially 2018/2019 Performance Assessment and Remuneration Round

26.6 Remuneration increases will be paid based on the agreed new pay structure (distribution model) below and will be effective from 1 August 2018 and 1 July 2019 if applicable. This payment structure will also apply for the 2018/2019 remuneration round if the remuneration project does not deliver expected outcomes and/or a corresponding variation has not been agreed.

26.7 MBIE Salary Band midpoints will be increased by 2.2% for the 2018 remuneration round and again on 1 July 2019 if applicable. After this adjustment has occurred employees will have a new position in range. This position in range will be used to determine the applicable increases outlined below and a new position in range.

› 1.8% across the board increase for up to and including 100% of band.
› 1.8% across the board increase for those above 100% of band.

Note: exclusions do not apply to the 1.8% across the board increase.

26.8 Additional Payment to transition to New Pay Structure:
› Up to and including 90% a movement increase of 2.2%.
› >90% up to and including 100% a movement increase of 1.7%.
› If the employee is not at 85% of their salary band then uplift follows for bands 11 to 16.

26.9 Transition Payment to New Pay Structure will not apply where:
› An employee is over 100% of the range;
› An employee has received a “not meeting” performance review rating;
› An employee employed by MBIE after 1 December of the relevant performance year;
› An employee has changed roles since 1 December of the relevant performance year and received a remuneration increase as a result of that;
› An employee is on a Graduate Scheme e.g. the Policy Graduate Scheme;
› An employee has received an out of cycle increase after 1 December of the performance year, or has accepted an out of cycle increase at another time during the year that excludes them from receiving a further increase during the remuneration review; and/or
An employee has had an increase via a progression round and this is specifically stated in the information accompanying that progression round process. * 

Note: where an employee is not eligible for a remuneration review due to receiving an increase through a progression round or an out of cycle increase prior to 1 July, and the increase from the remuneration review for that year would have been higher than the increase the employee has received (from the progression round or out of cycle increase), the employee will receive the balance e.g. the additional amount beyond the increase the employee has already received.

Moving from an IEA to the CEA

26.10 This clause applies to any employee who:

- was on an IEA as at 30 June 2018;
- is eligible for an annual performance increase;
- joined the union on or after 1 July 2018 and prior to any remuneration increase under the CEA being paid; and
- is covered by the coverage clause in the 2018 -2020 CEA (the New Member).

26.11 The New Member will have no entitlement to the increase under the CEA.

26.12 For the avoidance of doubt:

- the New Member will remain entitled to their annual performance increase backdated to 1 July 2018; and
- The new member will be entitled to the remuneration increase provided under the 2018–2020 Collective Employment Agreement for the 2018 / 2019 remuneration round.

The purpose of this clause is to ensure that employees on IEAs do not, in any performance year, receive an annual performance increase pursuant to their IEA and the annual remuneration increase provided for by the CEA.

2018/19 performance assessment and remuneration round

26.13 PSA members will participate in a performance assessment for the 2018/19 period subject to existing criteria on eligibility. Ratings on performance will be assigned based on employees’ applicable performance assessment system.

Performance Review

26.14 MBIE operates a performance system (the “Performance Development Cycle”) that runs in conjunction with the remuneration year. As part of that system, at the start of the remuneration year, performance objectives for that year will be set for each employee. Objectives will be Specific, Measurable, Aligned, Realistic and Time Bound (SMART) and will reflect the requirements of the employee’s role.

Employees will have regular catch-ups and discussions with their manager to discuss performance during the year.

Where it is identified that an employee is not meeting their objectives they will be advised at the time of that concern being identified, so that wherever possible they have the opportunity to make improvements so they can meet their objectives by the date of the performance review. Any such performance concern will be followed up with documented conversation(s) or file note(s) and a Performance Improvement Plan may also be implemented.

Cultural Recognition

26.15 MBIE recognises that some employees will use te reo Māori me ōna tikanga and other
cultural and language expertise in the course of their roles, whether for internal work or in interactions with external parties, where such work is not specifically required in the employee’s job description. This may create additional workload and adjustment to the workload expectations may be warranted on a case by case basis.

Where an employee regularly uses cultural or language expertise, this may be included and recognised in an employee’s annual review process.

Performance Ratings

26.16 In June or July every year, employees will have an annual performance review meeting with their manager, to discuss their performance, measured against their objectives. The employee’s performance rating will be determined following this meeting. The possible ratings are Outstanding Performance, Successful Performance, Achieved Most Expectations and Not Meeting Expectations as described in the following table.

<table>
<thead>
<tr>
<th>PERFORMANCE RATING</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outstanding Performance</td>
<td>Consistently achieved above and beyond what was expected of them; OR Excelled in one or more areas and consistently achieved in all others.</td>
</tr>
<tr>
<td>Successful Performance</td>
<td>Consistently achieved all expectations</td>
</tr>
<tr>
<td>Achieved Most</td>
<td>Achieved or exceeded performance against some objectives, but expectations were not met for all other objectives and/or in all other areas of the role OR performance is slightly below par across the board. AND Evidence exists of performance concerns being brought to the employee’s attention by way of documented conversation(s) about performance or file note(s).</td>
</tr>
<tr>
<td>Not Meeting</td>
<td>Performance expectations overall have not been met OR some expectations have been met but significant performance deficits exist in other areas. AND The employee is subject to a performance improvement plan/process, or has been subject to this process during the performance year and sustained improvement has not been achieved at the point of their performance review</td>
</tr>
</tbody>
</table>

Further information about these performance ratings is available from guidelines published on The Link. The Performance Ratings Guidelines are located here [link] but do not form part of this agreement.

26.17 Transition Payment to New Pay Structure will not apply where:

› An employee is over 100% of the range;
› An employee has received a “not meeting” performance review rating;
› An employee employed by MBIE after 1 December 2018;
› An employee has changed roles since 1 December 2018 and received a remuneration increase as a result of that;
› An employee is on a Graduate Scheme e.g. the Policy Graduate Scheme;
› An employee has received an out of cycle increase after 1 December of the performance year, or has accepted an out of cycle increase at another time during the year that excludes them from receiving a further increase during the remuneration
review; and/or

› An employee has had an increase via a progression round and this is specifically stated in the information accompanying that progression round process.

Note: where an employee is not eligible for a remuneration review due to receiving an increase through a progression round or an out of cycle increase prior to 1 July, and the increase from the remuneration review for that year would have been higher than the increase the employee has received (from the progression round or out of cycle increase), the employee will receive the balance e.g. the additional amount beyond the increase the employee has already received.

26.18 No employee’s salary shall fall below 85% of the minimum of the applicable band
26.19 No employee will be appointed below 85% of the relevant band
26.20 An employee shall receive the percentage pay increase they are eligible for based on the distribution model.

Parental & Sick Leave (including unpaid sick leave)

26.21 A performance assessment will take place prior to an employee going on parental leave and this should be used in the salary review. If this did not occur the performance and salary review will take place when they return to work.

Employees on sick leave will also have their performance and salary review on their return. In both cases any salary increase will be backdated to 1 July. No salary increase shall be due if the employee does not return to work from either sick leave or parental leave.

Moderation

26.22 All proposed performance ratings are subject to a moderation process. The purpose of the moderation process is to ensure:

› Decisions about performance ratings are consistent within Branches and Business Groups
› Decisions about performance ratings are broadly consistent across different Business Groups across MBIE.

Outliers are identified and the rationale for these is examined to ensure they are justifiable.

MBIE will provide details of how the moderation process will work to the PSA.

Appeal Process for individual remuneration decisions

26.23 Each employee’s salary will be reviewed annually in accordance with the processes set out in this clause 26. If the employee does not agree with the outcome of their remuneration review, the following process will be followed:

Informal review

The employee will indicate verbally to their manager that they do not agree with the manager’s decision regarding their performance rating, and state the reason why. The manager and employee, with the support of a delegate / representative if requested, will meet again to see if an agreement can be reached.

Formal review

If agreement cannot be reached the employee will, within one month of the conclusion of the Informal Review, notify the manager’s manager in writing that they wish to seek a formal review and state reasons why. This may involve submitting a formal statement detailing the reasons why the review outcome is being disputed.

Post Remuneration Review Process
26.24 MBIE and the PSA agree to meet annually, following the remuneration review to discuss matters relevant to the operation of the processes that support the remuneration system. In particular, the parties will use the joint session as a learning process where the parties continue to develop and improve the effectiveness of the overall remuneration system.

Terms of settlement

26.25 The Terms of Settlement provide additional provisions related to the remuneration system.

27. Hours of work

27.1 Full-time employees are expected to work a minimum of 37 hours 55 minutes per week. Some areas of MBIE work on a roster or shift arrangement: hours of work within these areas will be determined by the roster or shift arrangement.

27.2 MBIE recognises the need to ensure that the hours employees work do not adversely affect them or their partner, family and/or dependants. There is a balance between MBIE meeting its changing business and customer needs and employees meeting their responsibilities and pursuing interests outside work.

27.3 MBIE expects employees to work the hours that are necessary and reasonable to complete their work competently. Employees’ working hours will generally span the business operating or office opening hours and will provide for two consecutive days off per week. Changes to established working hours arrangements will be by agreement between employees and their manager and will be recorded in writing.

27.4 Employees may be able to vary start and finishing times on a flexible basis subject to agreement with their manager and having regard to business needs.

27.5 Employees may be required to work reasonable additional hours when required by their manager.

28. Flexible working arrangements

28.1 Flexible work arrangements provide an opportunity to change the hours you work, the time and days you work, and/or where you work. You are entitled to request a flexible working arrangement at any time, and MBIE will consider requests on a case by case basis. For further information refer to MBIE’s Flexible Working Arrangements Policy and Part 6 AA of the Employment Relations Act 2000.

28.2 MBIE promotes flexible working and a request for flexible working will not be unreasonably withheld.

29. Rest and meal breaks

29.1 Employees are entitled to two paid rest breaks of ten minutes each and one unpaid meal break of not less than half an hour per day. These breaks are to be taken at such times as agreed between the employee and their manager, or spread evenly throughout the work period where reasonable and practicable.

29.2 The timing of these breaks should take into account operational needs, the needs of both customers and clients, and the requirements for safety and wellbeing.

30. Overtime

30.1 Except as provided in subclause 23.1, overtime is where employees are required by and have approval from their manager to work in excess of 40 hours in a week or eight hours per day.
30.2 Overtime is not payable where an employee works in excess of eight hours a day as part of that employee’s flexible working time arrangement under clause 24.

30.3 Overtime will not be paid for time spent travelling but time in lieu will be granted.

31. Payment for overtime
31.1 Overtime is calculated on a daily basis in respect of the day on which the overtime occurs, and may be compensated by either time in lieu on an hour for hour basis (or such other basis as may be agreed between the employee and their manager), an allowance where agreed, or by payment on the basis of an overtime hourly rate.

31.2 In the absence of an agreement between an employee and their manager over the way in which overtime is to be paid, payment will be on the basis of an overtime hourly rate as per clause 28.

32. Overtime hourly rate
32.1 Overtime will be paid at the rate of time and a half (T ½) of the employee’s normal hourly rate for the first three hours.

32.2 Double time (T2) will be paid when employees work overtime:
   › in excess of three continuous hours, or
   › between 10.00 pm to 6.00 am, or
   › between midday Saturday and 6.00 am Monday, or
   › on a Public Holiday.

32.3 Note: The above overtime rates do not apply where any additional hours fall within an employee’s established individual hours of work as agreed under clause 24.

33. Overtime meal allowance
33.1 Unless otherwise provided, and you have been directed to work not less than two hours overtime after a break of at least half an hour, and you have had to buy a meal which would not otherwise have been bought, you will be reimbursed for the cost of that meal on an actual and reasonable basis.

34. Minimum break between spells of duty
34.1 Where it is necessary for an employee to work overtime, or where an employee is called back to work, it will be arranged wherever reasonably practicable so that the employee has at least nine consecutive hours off duty between successive periods of normal duty.

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

34.3 Time spent off duty during usual hours of work solely to obtain a nine-hour break shall be paid at ordinary time rates.

35. After-hours response
35.1 This clause only applies to employees who are asked, and who agree, to be available for after-hours response.

35.2 After-hours response is defined as an unplanned, unexpected or emergency situation that requires an immediate response to meet MBIE’s business needs or responsibilities.

35.3 Such a response would normally involve attending an incident at a place other than an
employee’s home. If an unplanned, unexpected or emergency situation is dealt with by telephone then these provisions will apply. The after-hours response provisions do not apply to routine enquiries or phone calls that an employee may receive outside their normal hours of work, even though those enquiries or calls may be unplanned or unexpected.

35.4 Where an employee is required to respond, having ceased work or before their normal time of starting work, each response situation will be paid as a minimum of three hours overtime; except that more than one response situation completed within three hours will be regarded as one response situation.

36. **Standby for after-hours response**

36.1 Where an employee has been asked, and has agreed, to be available to respond immediately to unplanned, unexpected or emergency situations outside of normal business operating hours, the employee will be paid a standby allowance of:

› Monday to Saturday: $2.50 per hour
› Sunday: $3.75 per hour
› Public Holidays: $5.00 per hour.

36.2 An employee who is on standby and is required to respond will be paid in terms of the after-hours response provisions set out in clause 31 in addition to the standby allowance above.

37. **Expenses**

37.1 The principle for all expenses incurred by employees while undertaking MBIE business is that employees should not be out of pocket but neither should they profit. Where expenses are incurred employees should use one of the following options:

› ‘charge back’ (room, flight or travel provider)
› where provided, charge expenses to MBIE purchase card
› MBIE will reimburse all actual and reasonable expenses upon the production of receipts.

37.2 Where any employee is required to travel and it is not convenient or possible for expenses incurred to be reimbursed at a later date, they should speak to their manager who will arrange for a cash advance. An employee should do this sufficiently in advance of incurring any expense to allow for an appropriate advance to be arranged.

37.3 When an employee is required to travel away from their usual place of work but an overnight stay is not needed, or in other situations where it is reasonable to purchase a meal, this will be reimbursed on an actual and reasonable basis upon the production of receipts.

38. **Expenses for dependant care**

38.1 Where an employee is required to work away from their usual place of employment or is required to work such additional hours that this results in extra costs for the care of dependants, the extra amount will be reimbursed on an actual and reasonable basis. This will apply where the situation is such that the employee cannot make alternative arrangements for the care of their dependants without incurring extra costs.
39. **Deductions from salary**

39.1 MBIE is entitled to make a deduction from your salary:

› in accordance with the Wages Protection Act 1983 with the required written notice being given to you, or

› at your written request where MBIE has an established relationship with an external organisation, or

› if instructed to make a deduction in order to comply with relevant legislation (e.g. the Income Tax Act 2007).

40. **Motor vehicle allowance**

40.1 The use of private vehicles for official business shall only be approved when other alternatives are not available. Where the use of a private vehicle for official business has been approved, the employee shall be paid a motor vehicle allowance at the rate corresponding to the Inland Revenue Department’s ‘banded rate’.
Holidays and leave

This section details your leave entitlements including:

› annual holidays and public holidays
› sick leave
› bereavement/tangihanga leave
› parental leave
› long service and various other types of leave.

41. Annual holidays
41.1 Employees, unless entitled to grand-parented provisions, will be entitled to annual holidays as follows:

› 4.6 weeks annual holidays after each year of service
› On completion of five years continuous service with MBIE (including the former legacy federations that now make up MBIE) and core government agencies, an employee will be entitled to annual holidays at the rate of five weeks per year.
› Both of the above annual holiday entitlements are inclusive of departmental and/or MBIE holidays.
› The timing of the taking of annual holidays will be decided by mutual agreement, where possible, between the employee and their manager taking into account work requirements and personal preferences. Where agreement cannot be reached on when annual holidays will be taken, the manager must give no less than 14 days’ notice of the requirement to take annual holidays.

41.2 An employee may be permitted to anticipate up to half their annual holiday entitlement, subject to refunding any over-payment on resignation if necessary.

41.3 Part-time and fixed term employees are entitled to an amount of annual holidays based on their usual working week or amount of service.

42. Payment for annual holidays
42.1 Employees agree that when they take their annual holidays, they will be paid for that holiday in the pay periods relating to that holiday. If an employee requires payment before taking the holiday, no less than 28 days’ notice must be provided to their manager and to Payroll.
43. Public holidays

43.1 The following days shall be observed as public holidays:
- Christmas Day
- Boxing Day
- New Year’s Day
- The day after New Year’s Day
- Good Friday
- Easter Monday
- ANZAC Day
- Labour Day
- Sovereign’s Birthday
- Waitangi Day
- Anniversary Day (as observed in the locality concerned).

43.2 Employees are not to work on a public holiday without the authorisation of their manager.

43.3 Where an employee is required to work on any part of a public holiday that would otherwise be a working day for the employee, the employee will be paid at the rate of double their relevant daily pay and will also receive a paid alternative holiday.

43.4 Where an employee is required to work on any part of a public holiday that would not otherwise be a working day for the employee, the employee will be paid at the rate of double their relevant daily pay.

43.5 If relevant daily pay cannot be used, the payment will be calculated on the basis of average daily pay.

43.6 Public holidays falling within a period of annual holidays, sick leave on pay or other leave on pay will be treated as public holidays and will not be debited against other such leave.

44. Special conditions applicable to the Tenancy Services Centre

44.1 MBIE will determine the number of employees required to work on the working days between Christmas and New Year.

44.2 Employees who volunteer or who are rostered to work on all three working days between Christmas and New Year will be paid at their ordinary rate of pay and shall be granted five days off in lieu at a time agreed between the employer and the employee. The days in lieu must be taken within 12 months of being granted.

44.3 Where employees volunteer, are rostered, or are able to work on only one or two of the working days between Christmas and New Year, they will be paid for the hours worked at the rate of time and a half and shall be granted a day off in lieu for each day worked at a time agreed between the employer and the employee. The days in lieu must be taken within 12 months of being granted.

44.4 MBIE will publish a protocol for managing work and leave arrangements over the period between Christmas and New Year, which shall not form part of this Agreement. This protocol shall be made available to all employees at the Tenancy Services Centre. Changes to this protocol may be made by mutual agreement between the Manager of the Tenancy Services Centre and the employees of the Centre.
44.5 Employees at the Tenancy Services Centre may be required to work on Wellington Anniversary Day. This day will be treated as a normal working day and employees will be granted a paid day in lieu (to be taken by mutual agreement) and paid at two and a half times their ordinary rate of pay.

45. **Sick leave**

45.1 Sick leave may be taken in the following situations and must not be unreasonably withheld:
   › When the employee is sick, injured or needs to see a health professional
   › When the employee’s partner is sick or injured; or
   › When a person who depends on the employee for care is sick, injured or needs to see a health professional.

45.2 Permanent full-time employees are entitled to ten days’ paid sick leave each year to be used for sick or domestic leave purposes increasing to 15 days’ each year at two years’ continuous service.

45.3 Part-time employees are entitled to ten days’ paid sick leave each year to a pro-rata amount of the full-time position increasing to 15 days’ each year at two years continuous service, except that the minimum sick leave entitlement is five days’ per year.

45.4 Fixed term employees are entitled to ten days’ paid sick leave each year to a pro-rata amount over the term of their agreement, increasing to 15 days’ each year at two years continuous service, except that the minimum sick leave entitlement is five days’ per year.

45.5 Unused sick leave may be accumulated to a total of 260 days. Where an accumulation of sick leave achieves or currently exceeds the 260 day level, further annual accumulations will not occur until the level reduces below the 260 day level.

45.6 An employee may be required by their manager to produce a medical certificate, at the employee’s expense, following a period of sick leave greater than three consecutive calendar days.

45.7 Deductions for sick leave will not be made where the absence is for less than two hours, except in circumstances where the sick leave relates to an ACC case and is part of the recording of the day for the 20%.

45.8 For absences of less than three consecutive calendar days, an employee may be required to provide a medical certificate, at MBIE’s expense, as proof of the sickness or injury for which sick leave is being taken, where a manager:
   › has reasonable grounds to suspect that sick leave is not genuine, and
   › has informed the employee of their concern.

45.9 When a member has exhausted their sick leave entitlement, their manager will, when requested by an employee give genuine consideration to the employee being able to take sick leave in advance of their next entitlement.

MBIE will be entitled to deduct from an employee any monies payable upon termination for an overpayment made for sick leave taken in advance.

45.10 Where an employee has exhausted their sick leave entitlement their manager may agree, if requested by the employee, for annual holidays to be used to cover their absence provided such use of annual holidays does not restrict the employee’s ability to have sufficient annual holidays for the purposes of rest and recreation.
46. **Bereavement/tangihanga leave**

46.1 MBIE will administer these provisions in accordance with the Holidays Act 2003, in a culturally sensitive manner, which recognises the amount of time needed to discharge properly any responsibilities or obligations. Such responsibilities or obligations may exist because of blood or family/whānau/whāngai ties, or because of particular cultural requirements such as attending all or part of a tangihanga (or its equivalent).

46.2 An employee is entitled to three days of paid bereavement/tangihanga leave upon the death of the employee's spouse or partner, parent, child, brother or sister, grandparent, grandchild and spouse's or partner's parent.

46.3 On the death of any other person that MBIE accepts has caused the employee to suffer a bereavement, the employee shall be granted one day’s paid bereavement/tangihanga leave. In determining what leave is appropriate, MBIE must consider the following relevant factors:

› the closeness of the association between the employee and the deceased person

› whether the employee has to take significant responsibility for all or any of the arrangements for the ceremonies relating to the death

› any cultural responsibilities of the employee in relation to the death.

46.4 The parties recognise that, as this is a stressful time for an employee, the employee and their manager can agree, on a case-by-case basis, to additional paid bereavement/tangihanga leave to that stated in subclauses 47.2 and 47.3.

47. **Parental leave**

47.1 Parental leave is available in accordance with the Parental Leave and Employment Protection Act 1987 and in accordance with MBIE’s Human Resources Policy which supports, but does not form part of, this Agreement.

47.2 In the event that an employee’s position becomes affected by change during a period of parental leave, the employee will be notified and consulted in terms of the Managing Change provisions contained in this Agreement and in MBIE’s Human Resources policies.

47.3 If you are on parental leave and you are made redundant through the Managing Change provisions of this Agreement, then for the purposes of calculating redundancy compensation salary shall be that which applied on the commencement of the taking of parental leave.

48. **Parental leave payment**

48.1 Employees are eligible for a parental leave payment equivalent to up to 30 working days leave on pay where the employee:

› is entitled to parental leave of up to 12 months, and

› returns to work with MBIE before or at the expiration of the leave.

48.2 This payment is based on the employee's base salary that applied for the 30 days immediately prior to the employee commencing parental leave.

48.3 If an employee is absent on parental leave for less than six weeks (30 working days) they will receive that proportion of the payment that their absence represents in working days.

48.4 The employee may elect to receive their parental leave payment in one of the following ways:
a. as a lump sum payment on completion of six months service from the date of their return to work, or
b. as a weekly allowance payable pro-rated over their first six months return to work, or
c. if they return to work at 80% of their pre-parental leave hours of work, as a weekly allowance paid for up to 30 weeks, whilst on those reduced hours.

48.5 If an employee who has elected either option b) or c) ceases work before they have completed either six months service or 30 weeks service respectively or, in the case of option c) returns to their pre-parental leave hours within the first 30 weeks, they are not entitled to the balance of the parental leave payment.

48.6 The above payments do not apply if an employee’s partner receives a similar payment from another Public Service employer, and employees are to disclose such payments to MBIE.

49. Discretionary leave
49.1 Additional leave, either with or without pay, may be granted at the discretion of the employee’s manager.
49.2 Where an employee takes leave without pay in excess of one month’s duration, placement on their return is conditional on the availability of a suitable position, and the grading and location cannot be guaranteed. Where an employee cannot be placed, they will receive one month’s notice of termination of employment.
49.3 Note: Leave without pay does not count for the purposes of determining length of service but does not affect continuity of service.

50. Jury service and witness leave
50.1 Where an employee is required for jury service or is obliged to attend as a witness, paid leave will be provided to attend. Employees must retain and produce any evidence of fees paid by the court and these fees are to be repaid to MBIE. Employees are entitled to retain any reimbursement for expenses that they receive from the court.
50.2 An employee electing to take annual holidays or leave without pay is entitled to retain their juror’s fees.

51. Leave for military training
51.1 The Volunteers Employment Protection Act 1973 provides leave of absence to employees required to attend “protected voluntary service or training”. The employee is granted additional leave of up to 12 weeks for initial training and then up to four weeks a year thereafter. This does not result in any reduction in the employee’s annual holiday entitlement or service related benefits.
51.2 Employees are required to give 14 days’ notice in respect of any absence from work for voluntary service training.
51.3 Employees who are granted paid leave for military training must reimburse MBIE the lesser of either their military pay or their MBIE pay for the period they are on paid leave for military training.
52. Community and emergency services leave

52.1 Employees who are appointed by Ministerial appointment to a Board, Council or committee will be allowed paid time off to meet their commitments.

52.2 Employees who volunteer during or following an emergency will be granted paid leave for the duration of the emergency up to a maximum of three days.

52.3 If an employee is a member of a recognised firefighting force they may, subject to consent being obtained from their manager, be granted paid leave for emergency call-outs during their usual hours of work.

52.4 If an employee has been given approval to undertake a commitment in community activities such as civil defence, voluntary firefighting and search and rescue, leave will be provided for these activities. The period of leave will be determined in each case by agreement with the employee’s manager. The employee may also be granted up to five days per year to undertake training required by the emergency service.

52.5 Employees undertaking civil defence work, voluntary firefighting and search and rescue work in other than emergency situations without prior consent will have that time treated as Other Leave Without Pay.

52.6 Any remuneration earned or fee paid from these activities during paid time off is to be repaid to MBIE.

53. Long service leave

53.1 Employees will be entitled to long service leave as follows:
   › two weeks’ holiday on completion of ten years’ continuous service; and
   › a further one week for each five years’ continuous service thereafter.

For employees that have completed more than 20 years continuous service at the date of ratification, that service will count in determining eligibility for the next entitlement, employees will however only be entitled to a maximum of one week’s additional entitlement at that time (e.g. for 30 years’ continuous service, entitlement will be for an additional one week as at ratification).

53.2 Employees are encouraged to take long service leave in one continuous period. However, employees may take their long service leave in blocks of no less than one day. Long service leave must be taken within five years of the entitlement falling due.

53.3 An employee who resigns or who has given notice of resignation, or who is dismissed will forfeit any untaken long service leave to which they may be entitled.

53.4 Employees who were eligible and took long service leave (LSL) under a previous MBIE legacy federation are not entitled to take further long service leave for that period of entitlement. Their next entitlement will be as outlined in the new LSL provisions of this Agreement or in their grand-parented provisions, at their discretion.

53.5 Existing employees’ entitlements to LSL are grand-parented except where specifically amended as below.

54. Grand-parented entitlements for former DoL employees only

54.1 Employees who were a party to either the 1995 or 1996 Department of Labour (DoL) Collective Employment Contracts and who, at the commencement of this Agreement were still entitled to qualify for long service, resigning or retiring leave as per those Contracts, are entitled to receive those entitlements in accordance with the provisions of the Second Schedule of the relevant Contract. As per the 2018-2020 Collective Employment Agreement, long service leave will not be capped at 20 years.
54.2 Former DoL employees who at the time of settlement of this Agreement had between 10 and 15 years of actual or recognized service will be entitled to LSL as follows:
› two weeks holiday on completion of ten years continuous service, and
› a further one week five yearly thereafter.

54.3 Former DoL employees who at the time of settlement of this Agreement had between 15 and 20 years of actual or recognized service will be entitled to LSL as follows:
› two weeks’ holiday to be taken prior to the completion of 20 years of service, and a further one week holiday at 20 years’ continuous service; and
› A further one week five yearly thereafter.

54.4 Former DoL employees who at the time of settlement of this Agreement had more than 20 years of actual or recognized service and who have not taken previous LSL or who have an entitlement to grand-parented provisions will be entitled to LSL as follows:
› two weeks holiday; and
› a further one week five yearly thereafter.

54.5 Each entitlement of long service leave is to be taken within five years of entitlement. An employee who resigns or who has given notice of resignation, or who is dismissed, will forfeit any untaken long service leave to which they may be entitled.

55. Recognition of previous service

55.1 For the purpose of calculating the following service related entitlements, MBIE will recognize previous service with the former legacy federations that now make up MBIE, and with core government agencies as defined in Schedule 1 of the State Sector Act 1988 (some of which are historical legacy agencies not specified in schedule one):
› Long service leave
› Redundancy entitlements
› Annual holidays and sick leave.
For the avoidance of doubt, leave balances and redundancy provisions will not transfer across.
Safety and wellbeing

We are committed to the safety and wellbeing of all employees. This will be demonstrated by encouraging employee participation in the development and management of safety and wellbeing systems, procedures and policies. Managers are accountable on behalf of MBIE for managing safety and wellbeing in their areas of responsibility. MBIE employees are responsible for taking all practicable steps to ensure their own and others’ safety and wellbeing while at work, for ensuring that no action, or inaction, on their part endangers themselves or others, and for reporting events and hazards.

56. Principles

56.1 We acknowledge that the recognition and management of safety and wellbeing requirements and healthy work environments will produce the best quality outcomes for all parties.

56.2 The provisions of the Health and Safety at Work Act 2015 shall apply. MBIE employees will observe legislative requirements and MBIE’s Safety and Wellbeing policies and procedures in the workplace.

56.3 MBIE is committed to the safety and wellbeing of all employees. This will be demonstrated by encouraging employee participation in the development and management of safety and wellbeing systems, procedures and policies. Managers are accountable on behalf of MBIE for managing safety and wellbeing in their areas of responsibility.

56.4 MBIE employees are responsible for taking all practicable steps to ensure their own and others’ safety and wellbeing while at work, for ensuring that no action, or inaction, on their part endangers themselves or others, and for reporting events and hazards.

56.5 Safety clothing must be worn and safety equipment used when provided.

57. Policies and procedures

57.1 MBIE will maintain policies and procedures in relation to safety and wellbeing and make these available to all employees.

57.2 The employee participation agreement is an important document that sets out how the parties will work together on safety and wellbeing issues. The Safety and Wellbeing National Executive Committee is responsible for this area.
58. **Workload**

58.1 Employees can expect that workloads will be equitable, fair, reasonable and safe. Both managers and employees have obligations to review workloads should the need arise.

58.2 This will involve different actions and responses according to the needs and abilities of employees, the type of work and the opportunity to develop employees where possible.

58.3 Should an employee have concerns about their workload, these should be raised with their manager in the first instance. Should the matter not be resolved, escalation through to the manager’s manager, PSA representative, safety and wellbeing representative, or Human Resources representative may be appropriate.

59. **Work-life balance**

59.1 We recognise the importance of work-life balance and to this end there are a variety of leave arrangements within this Agreement, employment legislation and MBIE policies.

59.2 MBIE will give genuine consideration to requests from employees who seek to vary their hours of work provided the granting of such requests will not have an adverse impact on the operation of the business or an adverse impact on other employees.

59.3 Where agreement is reached on any change to agreed hours of work, the arrangements will be recorded in writing and will be in addition to the terms and condition of this Agreement.

60. **Redeployment as a result of health or safety concerns**

60.1 If MBIE considers that the duties of an employee are affecting the safety and wellbeing of the employee or others, MBIE will, with the agreement of the employee, make reasonable efforts to redeploy the employee to another position within MBIE which will reduce or prevent the risk of injury to the employee. If this is not feasible or practical, other options may be explored by the manager, the employee and the PSA.

61. **Family Violence**

61.1 We recognise that when employees experience family violence in their personal life, their attendance, performance, or safety at work may be affected. The protections below apply regardless of how long ago the domestic violence occurred, including if the domestic violence pre-dates your employment.

61.2 These protections apply if you have had domestic violence inflicted on you, or if it has been inflicted on a child who ordinarily or periodically lives with you.

61.3 If you experience family violence you can work with your manager to identify practical ways that you can be supported at work. This may include, but is not limited to:

- Changes to working hours, location of work or duties for a period of up to two months and this may be extended on a case by case basis;
- Changes to your work telephone number and/or email address; and/or
- Other appropriate measures in the circumstances as agreed.

61.4 If you experience family violence, in accordance with the applicable legislation you can access ten days’ paid leave per annum.

61.5 An employee who supports a person experiencing family violence may take domestic leave to accompany them to court, to hospital, or to mind children.

61.6 Information related to an employee experiencing family violence will not be shared without the express consent of the employee unless it is determined that maintaining confidentiality puts them or others at risk of physical harm.
62. **Absence because of an accident**

62.1 If you are injured in an accident and cannot work, the provisions of the accident compensation legislation apply.

62.2 MBIE has a responsibility to facilitate your rehabilitation. This includes developing a rehabilitation plan and may, with your consent, include consultation with your medical practitioner, specialists, and either the Accident Compensation Corporation (ACC) or MBIE, who may use ACC or a third party provider.

62.3 If you suffered a work-related personal injury accident and this was accepted as such:
   - You will remain on full salary for any absence of up to 26 weeks.
   - After 26 weeks, your entitlements will be reviewed in line with the Accident Compensation Act 2001, and may be reduced to 80% of your salary.
   - If you have any sick leave or annual holidays remaining, your manager may approve you using this to cover the remaining 20% (equivalent to one day a week); as long as you still have enough annual holidays for rest and recreation. Otherwise, this will be recorded as leave without pay.

63.4 If your accident took place outside work:
   - Your first week of absence will be debited against your sick leave entitlement. If you have no sick leave remaining, this absence will be recorded as leave without pay
   - For any absence after the first week, MBIE will pay you 80% of your salary
   - If you have any sick leave available, the remaining 20% may be debited against this (refer to clause 46.7)
   - If you have no sick leave available, you can ask your manager if you can take sick leave in advance or use annual holidays to cover your absence; as long as you still have enough annual holidays for rest and recreation
   - ACC will manage the rehabilitation plan

63. **Vision care**

63.1 MBIE employees who have had continuous service for twelve months or more are entitled to a total MBIE contribution of up to $350 (plus GST if applicable) once every two years. The contribution can be put towards the cost of the eye examination and, where their vision has deteriorated, the contribution can be put towards the cost of lenses, contact lenses and/or frames (acknowledging that some providers may offer deals including more than one set of frames).

64. **Employee Assistance Programme (EAP)**

64.1 At any time, employees may experience a personal or work-related difficulty that impacts on their work life. They may also find that stress and conflict at work impacts on their personal life. MBIE recognises the importance of providing assistance for employees and their immediate families at an early stage to enable them to deal with any difficulties. An employee may self-refer, or be formally or informally referred to the EAP for assistance.

65. **Breastfeeding facilities and breaks**

65.1 MBIE acknowledges its responsibilities to support employees who are breastfeeding and will provide appropriate facilities and breaks.
66. **Family responsibilities**

66.1 This Agreement contains a range of provisions that assist in the balance of work and family responsibilities. These include:

- parental leave
- re-entry after absence due to child care
- discretionary leave
- reimbursement of expenses incurred in caring for dependants
- ex gratia payments
- flexible work hours
- Employee Assistance Programme (EAP)
- bereavement/tangihanga leave.
Performance assessment, learning and development

MBIE’s ability to ‘Grow New Zealand for All’ is a direct consequence of the commitment, enthusiasm and abilities of employees to continue to develop and grow their talents. MBIE supports its employees who want to develop themselves.

This means:

› employees’ growth and development will be encouraged
› capability development is a responsibility that is shared between employees and MBIE.

67. Performance assessment and development

67.1 Managing our performance and development is critical to MBIE’s success. It provides us with an opportunity to continuously improve our performance in line with our purpose, character and targets.

67.2 Managing our performance and development is an ongoing activity. MBIE will apply the following principles and will develop performance assessment and development policies and practices that:

› support the achievement of business goals
› attract, retain, and motivate employees to help develop a high-performance culture.

67.3 Principles for performance and development involve a trusting, open relationship between managers and their teams. The principles adopted by MBIE and endorsed by the PSA are:

› Enabling people to perform to their full potential
  - support and recognise high performance
  - development focus to support achievement of objectives and personal growth
› Mutual agreement and ownership
- ownership of performance and development is shared between you and your manager

› No surprises
- regular quality performance and development discussions take place
- process informs fair decisions around recognition

› Line of sight
- people have clear line of sight to ‘Grow New Zealand for All’ including their contribution to MBIE’s purpose, character and targets
- people’s contribution to shape, collaborate and deliver is clear through competencies and objectives

› Simplicity and consistency
- process is simple and able to be consistently applied.

67.4 Employees will meet with their manager to set, regularly review and update expectations for their performance.

67.5 More information about the performance management policies and practices within MBIE are set out on the Link.

68. Capability development

68.1 Capability development includes work-related learning, career development and non-work related learning.

68.2 You have the primary responsibility for your own capability development, and MBIE wants to assist you with it. Keeping a focus on development helps you to think ahead and plan your future so that you are best placed to progress and also to respond to any organisational changes that could arise.

69. Work-related learning

69.1 Responsibility for work-related learning is shared between employees and MBIE, which has the major role in promoting and supporting it. MBIE is responsible for providing work related learning and development opportunities based on an agreed assessment of your needs by you and your manager, and these are discussed throughout the year as part of the performance assessment process. MBIE is also responsible for helping you access work related learning and development opportunities.

69.2 You have a role in sharing your knowledge with other employees to help them to learn and develop.

70. Career development

70.1 Responsibility for career development is shared between you and MBIE, although you have the primary responsibility for pursuing your own career. MBIE can assist you to clarify your career or professional goals and help you to achieve them. Career development opportunities may include such things as:

› undertaking higher duties
› mentoring
› job shadowing
› new task experiences
› secondments (internal and external)
› project work
› courses and conferences
› job rotation
› study assistance.

70.2 More information is set out under clause 74: Study assistance of this Agreement.

71. Non–work related development
71.1 Development that does not directly relate to your work or career will primarily be your responsibility. However, your manager will consider requests for flexible work arrangements to allow you to pursue other learning activities that you may be interested in, as long as your work is not adversely affected. Information about leave to pursue learning activities and other options not directly related to your work is in Human Resources Policy – Flexible Work Arrangements.

72. Higher duties allowance
72.1 A higher duties allowance is payable where you undertake and competently discharge the full duties and responsibilities of a more senior position for at least five consecutive working days. The higher duties allowance shall be calculated as the greater of 7% of your salary or the difference between your salary and the minimum salary for the more senior position.

73. Special duties allowance
73.1 A special duties allowance may be paid to you for undertaking special duties or a special assignment, or where the payment of a higher duties allowance would not be appropriate as the full duties and responsibilities of the position are not being discharged.

74. Study assistance
74.1 You may be granted leave or payments to undertake a programme of study. Support for study leave may include paid or unpaid leave for attendance at lectures, tutorials, workshops, and attendance and preparation for examinations or assessments, contribution to course fees, or use of work facilities.

74.2 In determining the support for study, MBIE in consultation with you, will take into account the:
› time commitment required and your work load
› 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
› impact of the leave on the work of MBIE and on your workload and others
› affordability of providing the support to you.

74.3 Study awards may also be granted for full-time university study. Such awards may include the payment of full or part salary, study-related expenses, transfer expenses and standard leave entitlements. For more information on this see Human Resources Policy – Study Assistance.
Managing change

MBIE is committed to ensuring that it is ready to manage any changes that occur. This means that:
› wherever possible MBIE will anticipate change and plan for it
› we will take responsibility for things we can influence so that we can best manage them
› the PSA will support MBIE and employees through change processes.

We agree that organisational change needs to be managed to ensure that:
› business performance is maintained as far as possible
› essential skills, knowledge and experience are retained
› people are treated with respect
› the best possible outcomes are reached for all concerned.

75. Change principles

75.1 Change may be large or small. It may affect a structure, technology or a process. Where change will have a significant impact, it will be managed in accordance with the following principles:
› When change is contemplated, affected employees and the PSA will be consulted at the earliest opportunity
› The need for change will be communicated early and actively
› Employees have a right to know why change is being explored or introduced, and so all reasonable efforts will be made to ensure employees understand this
› The process by which change will be progressed will be clearly advised to all affected employees including those who are likely to be impacted in some way by the change
› Affected employees and the PSA will be kept updated on progress and decisions
› Consultation with the PSA and employees who may be affected will be ongoing, honest and timely
› The parties recognise that consultation requires genuine consideration of their respective positions
› Employees affected and the PSA will be given a genuine opportunity to influence the change
Every effort will be made to ensure that both business service delivery and employee well-being is maintained. The timeframe for the change will reflect the needs of MBIE and of individual employees.

75.2 Note: where there is any doubt as to whether a situation will have a ‘significant impact’ or not, the parties will consider the particular facts of the situation prior to making a decision.

76. Communication process

76.1 The PSA and MBIE recognise that:
- the process of change is continuous and should form part of the organisation’s continuous improvement
- consultation and change requires an effective communication process.

76.2 The aims of the communication process are to:
- plan for evolutionary change
- contribute to the best and most equitable decisions
- provide employees with information to help them plan and develop their careers
- ensure information on the location and names of employees likely to be affected by organisational change is made available to the PSA as soon as practicable
- ensure the interests of employees are understood by MBIE and taken into account.

76.3 MBIE and the PSA will meet on a regular basis to discuss management of change issues. Such meetings may take place at a national, regional or local level, as appropriate. The intention of these meetings is that employees and the PSA are regularly appraised of, and can contribute to, the overall planning process.

76.4 PSA and employee involvement in the planning process must take into account the need for efficiency, manager’s accountabilities and timeframes, and delegate accountabilities.

76.5 In addition to the communication process outlined above, MBIE will notify the PSA prior to any internal review, or when a proposal has been made, which is likely to result in organisational change.

76.6 This involvement will ideally be based on a shared understanding of the objectives of the proposed change, the desired outcomes and the options for change.

76.7 The Chief Executive is required to implement decisions, imposed by legislation or the policies of Government. It is acknowledged that this may limit the Chief Executive’s ability to consult with employees before the decision is announced.

76.8 Consultation is an ongoing process that occurs prior to decisions being made. It creates discussion between all parties, and requires active input and full consideration of all points of view. The aim of consultation is to provide for employee and PSA feedback prior to decisions being made. Appropriate time will be allowed for this to occur.

77. Employee input

77.1 MBIE is committed to providing employees with open and clear channels for input before change decisions are made that affect them. Consultation in this context means:
- articulating a proposal for change
- providing affected employees and the PSA with all relevant information at the earliest opportunity
allowing employees adequate time to consider the proposal, seek advice and respond
taking employee input into account before making a decision.

78. Support for employees
78.1 Individually targeted support will ensure effective management of change. MBIE will provide support throughout the change that:
› involves individuals in assessing the support needs
› tailors the support to meet the individual’s specific needs
› assists individuals to manage the impact of change on them
› provides for PSA input where appropriate to support employees and provide feedback to MBIE
› encourages the use of support services (e.g. the Employee Assistance Programme).
78.2 Managers will help create a workplace environment that supports people in managing change by disseminating information, communicating, participating, leading and coaching.

79. Retaining skills and knowledge
79.1 In any change situation, the objective of MBIE is to retain the skills, knowledge and experience MBIE needs to achieve its goals. An important method of doing this will be by anticipating change and planning for it so that MBIE is best placed to manage change at both an organisational and personal level.
79.2 Where the change affects your position, the process outlined in clauses 80 to 86 of this Agreement will apply. This has the following three basic steps:
1. reconfirmation in the same or substantially same position, or
2. if not reconfirmed then reassignment to another suitable position if available, or
3. if not reconfirmed or reassigned then a redundancy situation occurs and there is consideration of the options below.
79.3 MBIE will actively explore all reasonable alternatives before a decision is made that may result in a person being made redundant. Some of these alternatives may include:
› flexible work practices (e.g. job-sharing, flexible hours, part-time work)
› temporary or project work
› leave without pay
› natural attrition.
79.4 How a decision is made as to whether a role is suitable, and what happens if you are reassigned into a suitable role that attracts a salary lower than in your existing salary, is set out in the Reconfirmation provisions in clause 80 of this Agreement.

80. Reconfirmation
80.1 Where a position is to be transferred into a new structure or new agency, or there is a position in an existing agency, and where there is one employee who is a clear candidate for that position and the criteria below are met, then that employee is to be confirmed in it.
80.2 Reconfirmation within another agency is subject to the agreement of the Chief Executive of the other agency (section 61B of the State Sector Act 1988 applies to protection of conditions of employment upon transfer of duties to another Government Department or Ministry).
80.3 The criteria for reconfirmation shall be as follows:
› the new role description is the same (or substantially the same) as what you currently do, and
› the salary and other terms and conditions for the new position are no less favourable, and
› the location of the new position is the same (note: this need not necessarily mean the same building and/or the same street).
80.4 Proposed reconfirmations will be advised to all affected employees.
80.5 In those situations where there is more than one clear candidate, the position will be advertised, with appointment to be made from affected employees and with the most suitable candidate appointed.
80.6 Alternatively, potential candidates may express a preference for other options and MBIE will endeavour to accommodate those preferences subject to retaining the specific skills and knowledge that are required. Role descriptions (current and proposed) shall be available to those employees who are to be reconfirmed at the time that the reconfirmation list is published.
80.7 A review procedure is available if you feel that the reconfirmation process or outcome was unfair as set out in clause 89 Right of Review of this Agreement.

81. Reassignment
81.1 In the event that your position becomes surplus to requirements and you are not reconfirmed in the same or a substantially similar position, MBIE shall, if a suitable role is available, reassign you into this role.
81.2 The offer of a role in the same locality or some other locality within reasonable commuting distance and with comparable duties and responsibilities, or any other position on terms you agree to accept, shall constitute a suitable role. The role should not involve so significant a change in duties as to be unreasonable, taking account of your skills, abilities and potential to be retrained. Where there is any disagreement as to what is a ‘reasonable commuting distance’, the issue will be resolved with the PSA on a case-by-case basis.
81.3 You cannot be required to accept a reassignment outside the local area. If reassignment to another location is accepted, then you may be provided with transfer assistance.
81.4 Reassignment will be considered on a case-by-case basis.

82. Equalisation allowance
82.1 If you are reassigned to a new position at a lower salary, an equalisation allowance will be paid to preserve your salary at the rate paid in the old job at the time of reassignment. You can elect to receive this allowance as either:
› lump sum equivalent to the difference between your present salary and the new salary for two years, or
› an allowance equivalent to the difference between your present salary and your new salary for a two year period (this is abated by any subsequent salary increases).
82.2 In the event that you are reassigned, or decline to be reassigned, to an alternative position, you shall have no entitlement to redundancy compensation.
82.3 If you are reassigned to a position with a lower salary, MBIE will continue seeking alternative options for you.
82.4 Where you are reassigned to a lower salaried position this arrangement shall be
subject to yearly review where alternative options are assessed, taking into account performance and development needs. (note: A ‘more suitable alternative option’ is one in which the employee is not disadvantaged in terms of current terms and conditions of employment and should take into consideration the employee’s skills, abilities and potential to be retrained).

82.5 If you choose not to accept a suitable reassignment, an option is leave without pay.

82.6 In the event that your position becomes surplus to MBIE’s requirements and no alternative position is available, you shall be declared redundant.

83. Redundancy

83.1 Even with the best of intent, redundancy may be unavoidable. In the event that your position is declared surplus, career transition advice and assistance such as the Employee Assistance Programme (EAP) will be made available. Different employees have different entitlements to compensation in the event that redundancy is necessary. The amount of compensation and the period of notice you are entitled to receive in the event of redundancy is set out in Reconfirmation, Reassignment and Redundancy in clauses 84 to 86 of this Agreement.

84. Redundancy notice

84.1 In the event you are declared redundant you will be provided with no less than one month’s notice of your termination, although this period may be varied by agreement.

84.2 After consultation with you, MBIE may decide to pay you in lieu of notice.

85. Compensation for redundancy

85.1 Redundancy compensation shall be paid at the rate of eight weeks’ salary for the first year of service and two weeks’ salary for each year thereafter to a maximum entitlement of 30 weeks’ salary.

85.2 Where an existing employee has redundancy compensation entitlements which are more advantageous than those stated above, they are entitled to payment in accordance with those earlier grand-parented provisions.

86. Options for payment

86.1 The usual option is payment of lump sum redundancy compensation when you leave. The compensation package can be structured in other ways if this suits MBIE and you.

86.2 One example is payment of costs for your retraining/study up to the amount of the redundancy compensation owed to you. In this situation, when payment is made to a learning institution or to reimburse costs, any balance of your redundancy compensation will be paid out to you as redundancy compensation.

87. Application to fixed term employees

87.1 Clauses 79 to 86 do not apply to employees on fixed term agreements, who are made redundant during the term of their employment.

88. Employee protection provisions

88.1 Where:

- part or all of the activities carried out by MBIE are to be sold, transferred, or contracted out to another entity, and
- as a result, the work previously performed by you (or substantially similar work) is
instead to be performed by employee(s) of the new entity (and where no statutory provision is made concerning such an event).

› in the course of any discussions with the new entity, MBIE will:
  - address the likely impact of this event on you, including whether it is possible to transfer you to that entity, and, if so,
  - discuss with the new entity whether any such transfer will be offered to you on the same terms and conditions of employment.

88.2 In the event that the above situation arises, the process for determining your entitlements will be the application of the following provisions (as applicable):

› regardless of the terms offered, where you accept a transfer to the new entity, no redundancy compensation will be payable

› where you are not offered a transfer to the new entity on the same or no less favourable terms and conditions of employment (unless the above clause applies) including agreeing to recognise your service as continuous, the organisational change provisions set out in this Agreement will apply, or

› where you are offered a transfer to the new entity on the same terms and conditions of employment but elect not to accept that offer, no redundancy compensation will be payable.

89. Right of review

89.1 If you disagree with the application of these provisions the following review process applies:

› You and the PSA shall have access to all relevant information.

› At this time you may wish to seek support from your PSA delegate/organiser or other representative.

› You will need to raise the matter formally with your manager within five working days of you becoming aware of the action relating to your review.

› However, if there are exceptional circumstances, the time allowed for raising a review may be extended by the General Manager, Human Resources.

› Meeting(s) or information exchange shall occur with the aim of resolving the matter.

› If this does not resolve the matter a review shall be undertaken by a person chosen by agreement between you (and/or your representative) and MBIE.

› The reviewer shall have full access to all relevant documentation in carrying out their role.

› The reviewer shall examine each review request in terms of procedural consistency and any other relevant issue and report on each case to the General Manager, Human Resources with a copy sent to the employee who requested the review (subject to normal privacy considerations). Such reports may include appropriate recommendations.
90. **Transport assistance: Immigration employees**

90.1 For rostered Immigration employees only, transport assistance may be available where an employee is without a MBIE-supplied vehicle and their hours of work are such that they cannot make use of the public transport system that would normally be available to employees on standard hours of work.

90.2 For rostered Immigration employees at an international airport, the kilometres claimed will be the actual distance for a round trip from home to the international airport with a maximum of 55 kilometres per return trip.

90.3 Details in relation to eligibility and entitlements are located in MBIE’s Human Resources policies.

91. **Shift work: Immigration employees**

91.1 For Immigration employees working approved shift work:

› The rostered hours of work shall be determined by the approved shift roster.

› Employees shall be entitled to an additional rest break of ten minutes where a rostered shift is a duration of ten hours or more, to be taken at such times as operational requirements allow.

› Immigration employees working shift work shall not, unless a shift is so organised, normally be required to work for more than five hours continuously without being relieved from duty for a meal for a period of not less than half an hour or more than one hour.

› If a shift is organised around the principle that the nature of the work precludes the release for a meal break at a specific rostered time, then provision shall be made for having a meal in conjunction with continuing on duty and working time shall count as continuous. The taking of this ‘crib’ meal shall be dependent on the nature of work requirements and should not be prejudicial to efficient attention to allotted duties.

92. **Penal rates for shift employees: Immigration**

92.1 This clause applies only to Immigration employees employed on approved shift work.

92.2 Penal time is time worked within the rostered hours of work that are paid at the following rates in addition to normal salary. Employees who are:

› working at night are to be paid a penal rate of time and a quarter (T¼) additional to salary for all ordinary hours of work between the hours of 8.00pm to 6.00am (Including weekends). Other penal rates will be additional to this payment but will be calculated on the ordinary time hourly rate.
working after midnight Friday/Saturday to midday Saturday are to be paid a penal rate at time and a half (T1\(\frac{1}{2}\)) for the first three hours and then time one (T1) thereafter

working midday Saturday to midnight Sunday/Monday at time one (T1)

rostered on Public Holidays are to be paid a penal rate of time one (T1) plus a day off in lieu.

92.3 Overtime and penal rates shall not be paid in respect of the same hours.

93. **Alternative paid holiday for rostered airport employees**

93.1 For rostered Immigration employees at an international airport, if a public holiday falls on an employee’s rostered day off, the employee shall be granted an alternative paid holiday.

94. **Additional leave for Immigration shift employees**

94.1 The provision of additional annual holidays for shift employees is based on the disruption and inconvenience undergone by the employee who continuously alternates shifts throughout the year. Qualification for this additional holiday entitlement is in accordance with the number of shift changes occurring during the year (employees who only alternate on shifts which fall wholly between the hours of 7.00am and 7.00pm will not qualify for extra leave).

<table>
<thead>
<tr>
<th>SHIFT CHANGES EACH YEAR (NUMBER)</th>
<th>ADDITIONAL LEAVE (NUMBER OF DAYS)</th>
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<tr>
<td>8–15</td>
<td>1</td>
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<tr>
<td>16–39</td>
<td>3</td>
</tr>
<tr>
<td>40+</td>
<td>5</td>
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</tbody>
</table>

Table A: Additional leave for shift workers
Disputes, employment problems and ending the employment relationship

MBIE will treat all employees with respect, and we expect everyone to behave with integrity at all times.

It is possible that problems will arise during the course of our employment relationship. Problems should be resolved in good faith, as close to the point of origin as possible and through a process which is timely, fair and reasonable.

As well as conduct, disciplinary matters and resolving problems, this section covers:

› notice of termination
› abandonment of employment
› cessation on medical grounds
› harassment, personal grievance and mediation.

95. Conduct

95.1 MBIE will treat all employees with respect, and we expect everyone to behave with integrity at all times. The foreword to this Agreement sets out the behaviour that we encourage. Behaviour that is not acceptable is set out in MBIE’s Code of Conduct and the State Services Commission Standards of Integrity and Conduct (the Codes).

95.2 Behaviour that is unwelcome and is embarrassing or intrusive will not be tolerated. It affects morale, work effectiveness and the right to enjoy a good working environment. This behaviour may include general harassment (such as bullying) sexual harassment (verbal or physical behaviour of a sexual nature) or racial harassment (verbal or physical behaviour that expresses hostility against an employee, or which brings an employee into contempt or ridicule on the grounds of their race, colour, or ethnic or national origins).
95.3 From time to time it will be necessary for MBIE to take action to address behaviour that is not consistent with the standards expected of each employee. Information on the process that is used in cases of misconduct or poor performance is in the Codes.

96. Resolving problems

96.1 It is possible that problems will arise during the course of our employment relationship. Problems should be resolved in good faith, as close to the point of origin as possible and through a process which is timely, fair and reasonable.

96.2 If you, the PSA or MBIE identify a problem, reasonable steps should be taken to let the other party know about the issue. Where you wish to raise a problem, this will almost always involve you first talking to your manager (or their manager, or another manager or Human Resources, if it is not appropriate to talk to your manager). A discussion is all it may take to resolve the matter.

96.3 You are entitled to be represented or supported at any time when addressing a problem. You can choose to be represented or supported by a PSA delegate or organiser, a colleague, a friend, a member of your family or whānau, a professional advisor, or any other person.

96.4 Where possible, problems should be resolved between you and your manager without recourse to external institutions. However, you are encouraged to seek advice where appropriate. You and MBIE have the right to access the services provided by the Mediation Service of MBIE, the Employment Relations Authority or the Employment Court, and in some cases the Human Rights Commission, to help resolve issues.

96.5 If you believe you have a personal grievance or dispute (as defined in the Employment Relations Act 2000) you must raise it or make reasonable efforts to raise it with an appropriate manager within 90 days of the alleged action or the date it came to your attention, whichever is the later.

96.6 If you wish to raise a personal grievance more than 90 days after the alleged action occurred or the date upon which the alleged action came to your notice (whichever is the later) you must either seek MBIE’s agreement or apply to the Employment Relations Authority to do so.

96.7 Further information concerning employment relationship problems, including information about raising and dealing with personal grievances and disputes, is in Human Resources Policy – Resolving Employment Relationship Problems.

97. Notice of termination

97.1 One month’s written notice of termination of employment must be given by MBIE or the employee. This period of notice may be varied by mutual agreement or a payment made in lieu of notice. In a case of serious misconduct MBIE may dismiss an employee with a lesser period of notice or without notice.

98. Abandonment of employment

98.1 Where a permanent employee is absent for more than ten working days or a temporary employee for more than five working days without notification to MBIE and without good cause, they shall be deemed to have terminated their employment without notice. MBIE will make all reasonable efforts to contact the employee during this period of unauthorised absence. Termination shall not apply if the employee was unable, through no fault of their own, to notify MBIE of their absence.
99. Cessation on medical grounds

99.1 MBIE may approve an employee’s early retirement for medical reasons. Where an employee retires on this basis they will receive a minimum payment of 65 days salary.

99.2 Where an employee has more than 25 years’ service, the entitlement shall increase by four days per year or part thereof up to a maximum of 130 days.

100. Disciplinary procedures

100.1 The following principles are to be applied when dealing with disciplinary matters:

› You must be advised of your right to request PSA assistance and/or representation at any stage.
› You must be advised of the specific issues(s) causing concern and be provided with a reasonable opportunity to state any reasons or explanations.
› You must be advised of the corrective action required to amend your conduct and given a reasonable opportunity to do so (except in the case of serious misconduct).
› Before any substantive disciplinary action is taken, an appropriate investigation will be undertaken by MBIE.
› Depending upon the seriousness of the misconduct an oral warning should usually precede a written warning.
› The process and results of any disciplinary action is to be recorded in writing, sighted and acknowledged by you, and placed on your personal file.
› If the allegation is sufficiently serious the employee may be placed on paid suspension pending an investigation.

101. Harassment

101.1 If you consider that you have suffered any form of harassment, you may raise the matter informally with the individual(s) involved, or may choose to discuss the matter with the PSA or your manager. The personal grievance or Human Rights Commission processes are also available.

101.2 Further information on harassment can be found in the Safety and Wellbeing section of this Agreement.

102. Personal grievance

102.1 If you are unable to resolve the employment problem and consider that you have a personal grievance, you have a period of 90 days from the time the event occurred, or the date it came to your attention, whichever is the later, to raise it with your manager. MBIE may, however, agree in writing to you raising the personal grievance after that period. Also, in some exceptional circumstances, the 90 day period can be extended.

102.2 A personal grievance includes a claim that any of the following have occurred:

› you have been unjustifiably dismissed
› you have had your employment or one or more conditions of your employment affected to your disadvantage by some unjustifiable action by MBIE
› you have been discriminated against in your job
› you have been sexually or racially harassed in your job
› you have been subject to duress in their job because of your membership or non membership of a union.
102.3 Employees who believe that they have a personal grievance based on discrimination, sexual or racial harassment, may be able to make a complaint under the Human Rights Act 1993 to the Human Rights Commission.

102.4 You should note that a personal grievance cannot be referred to both the Human Rights Commission and the Employment Relations Authority. These are alternative options. Employees should seek the advice of the PSA before making a decision.

103. Mediation

103.1 In the event that a problem cannot be resolved internally, employees can access the Mediation Service. The Mediation Service provides general information about employment rights and obligations, as well as providing mediators to assist parties to resolve employment relationship problems. Prior to seeking mediation assistance it is advisable to seek assistance from the PSA.

103.2 If employees consider that mediation is inappropriate or if the employment relationship problem has not been resolved after using the Mediation Service, the employee can apply to the Employment Relations Authority for assistance. The Authority’s role is to investigate the problem and make a decision. This is a more formal step to take and the employee may want to have someone representing them.

104. Collective problems or issues

104.1 Where a workplace problem affects a group of employees, the affected group or their representatives should discuss the issue(s) with their manager to seek an early resolution to the problem(s).

104.2 Advice and support is available from the PSA delegate or organiser in facilitating clarification, representation, and resolution of the problem(s).

104.3 A problem solving approach to resolving the issue(s) is that, if the problems are not resolved through discussion with their manager, they should be addressed to the manager’s manager.

104.4 If the matters are still not resolved they may be referred to the Mediation Service.

104.5 Should the matters not be resolved through mediation, or if the group considers that mediation is not appropriate, then the problem(s) may be referred to the Employment Relations Authority for assistance.

104.6 If a decision on either an individual or a collective matter is made by the Authority and an employee or the group are not satisfied with that decision, then they may be able to appeal the decision.

104.7 Should an employee want more information, they should approach their manager, Human Resources and/or their PSA representative, or they can locate information on the Employment Relations Service website www.era.govt.nz
105. Grandparented provisions

105.1 Any terms and conditions grand-parented from previous collective agreements under the process provided in clause 100 of the 2016-2017 CEA between the parties that have been documented on MBIE’s spreadsheet and in letters to individual employees confirming their grand-parented entitlements will continue to apply notwithstanding anything else in this Agreement.

105.2 If an employee on an IEA becomes bound by this Agreement, they will (subject to verification) retain any grand-parented terms and conditions from a former legacy federation to the extent that the term or condition is the same as one recognised by MBIE for another employee or employees under clause 1.1 above.

105.3 To avoid doubt, notwithstanding anything in clauses 1.1 or 1.2 above, MBIE will continue to recognise terms and conditions relating to cessation leave and retiring leave that an employee has had grand-parented from a former legacy federation.

Note: The intent of this clause is to protect consistent grand-parented provisions which have already been agreed to and will apply to individuals joining the CEA prior to this agreement becoming effective.

105.4 Terms and conditions that have been grandparented from previous collective agreements in the following areas were recorded centrally to create certainty of terms and conditions of employment for all union members covered by this employment agreement:

- Long service leave
- Annual leave
- Sick leave
- Retiring leave
- Cessation leave
- Redundancy compensation
- Hours of work
- Allowances
- Recognition of previous service.
105.5 The process that was followed to achieve this is set out below:

i. MBIE will map individual entitlements to terms and conditions on a spreadsheet based on the date their employment commenced with MBIE (or its former legacy agencies) and the collective agreements they have been party to since that date.

ii. Payroll leave entitlements will serve as the start point for the spreadsheet that will capture this information.

iii. MBIE will provide results of terms and conditions mapping (as above) to the PSA. This will include details of any assumptions made when making decisions about grandparented terms and conditions, where this has been necessary (e.g. due to incomplete or conflicting information on personal files).

iv. Employees will receive a summary of their individual entitlements resulting from the mapping exercise.

v. MBIE will provide all available Collective Agreements that cover any current employee before the 3 month period in (vi) commences.

vi. Employees will have 3 months to raise any disputes about additional entitlements they believe should be grandparented. The PSA will manage this process with MBIE.

vii. Where agreement cannot be reached between the PSA and MBIE on any terms and conditions an individual member is entitled to grandparent, this will be addressed by using the provisions of clause 91 (Resolving Problems). The employee with the dispute will fall outside of the rest of the process detailed in this clause until that dispute is resolved. In any such situation, the process above will continue for any other employees.

viii. Each employee will receive a letter confirming their grandparented entitlements and a copy will be placed on their personal file.

Any historic entitlement that is not documented in the employees’ letter as part of this process will no longer apply to that person from the date of that letter, unless otherwise agreed in writing by MBIE.

This change will not take effect until all of these steps in i to viii have been completed (any variations to these steps or the sequence followed would need to be agreed in writing between PSA and MBIE).
Signatories to this Agreement

Signed for and on behalf of
MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT

Carolyn Tremain
CHIEF EXECUTIVE

Signed for and on behalf of the
NEW ZEALAND PUBLIC SERVICE ASSOCIATION

Basil Prestidge
Assistant National Secretary

Dated at Wellington this 24th day of September 2018
## Definitions

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<tr>
<th>TERM</th>
<th>DEFINITION</th>
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<tbody>
<tr>
<td>Affected employee</td>
<td>Is an employee whose position has been or may be affected by a change management process</td>
</tr>
<tr>
<td>After-hours response</td>
<td>Is a situation where an employee is required, outside their normal working hours, to respond to an unplanned, unexpected or emergency situation that requires an immediate response</td>
</tr>
<tr>
<td>Average daily pay</td>
<td>Has the meaning given to it by section 9A of the Holidays Act 2003</td>
</tr>
<tr>
<td>Casual employee</td>
<td>Is an employee whose work is on an intermittent, irregular and as and when required basis, with no expectation of ongoing employment</td>
</tr>
<tr>
<td>Competencies</td>
<td>The required knowledge and abilities necessary to fulfil a specified role in MBIE</td>
</tr>
<tr>
<td>Continuous service</td>
<td>Means your unbroken service with MBIE. Generally an absence of less than 30 days will not break service</td>
</tr>
<tr>
<td>Day</td>
<td>Means the period from midnight to the next succeeding midnight</td>
</tr>
<tr>
<td>EAP</td>
<td>Employee Assistance Programme which provides counselling services to employees</td>
</tr>
<tr>
<td>Fixed term employment</td>
<td>Is a written agreement which complies with section 66 of the Employment Relations Act 2000</td>
</tr>
<tr>
<td>Full-time employee</td>
<td>An employee who works the full hours applicable to their position</td>
</tr>
<tr>
<td>Grand-parented provision</td>
<td>Is one which the employee and employer have agreed to carry forward into the employees current terms and conditions from a previous employment agreement or contract</td>
</tr>
<tr>
<td>The Link</td>
<td>Means MBIE’s intranet site</td>
</tr>
<tr>
<td>Meal break</td>
<td>A period free of all duty of not less than 30 minutes and not normally more than one hour in duration</td>
</tr>
<tr>
<td>Ministry</td>
<td>The Ministry of Business, Innovation and Employment or MBIE</td>
</tr>
<tr>
<td>Ordinary weekly pay</td>
<td>Has the meaning given to it by section 8 of the Holidays Act 2003</td>
</tr>
<tr>
<td>Our/Us/We</td>
<td>The parties to this agreement</td>
</tr>
<tr>
<td>Part-time employee</td>
<td>An employee who works less than the full hours applicable to their position</td>
</tr>
<tr>
<td>Permanent employee</td>
<td>Means an employee who is employed on a permanent basis, whether full-time or part-time and who has an ongoing expectation of employment</td>
</tr>
<tr>
<td>Previous service</td>
<td>Means an employee’s service with MBIE and the former legacy federations that make up MBIE (DoL, MED, DBH and S&amp;I) and where applicable, service with core government agencies</td>
</tr>
<tr>
<td>Redundancy</td>
<td>Is where an employee’s employment is terminated by MBIE, with the termination being attributable wholly or partly to the fact that the employee’s position is, or will become surplus to the requirements of MBIE</td>
</tr>
<tr>
<td>Relevant daily pay</td>
<td>Has the meaning given to it by section 9 of the Holidays Act 2003</td>
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<tr>
<td>Rostered or shift employee</td>
<td>Means an employee whose usual hours of work follow a rotating or specific shift pattern</td>
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<tr>
<td>TERM</td>
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<tr>
<td>Shift</td>
<td>Means the period of duty which constitutes the employee’s scheduled working day when employed under a roster or shift arrangement</td>
</tr>
<tr>
<td>Time off (balancing hours)</td>
<td>For flexible hours workers – when an employee is stood down from duty as a means of balancing time. Time off shall be given in blocks not exceeding 8 hours (equals one day laid off) which shall as far as practicable be between the hours of 8am and 5pm</td>
</tr>
<tr>
<td>Time off in lieu (TOIL)</td>
<td>Is an arrangement where an employee, who has worked in excess of their normal work hours, is allowed (or required) to take paid time off instead of receiving overtime pay for those excess hours</td>
</tr>
<tr>
<td>Working day</td>
<td>Is the period of time an employee is required to be at work for a day</td>
</tr>
<tr>
<td>You</td>
<td>Means an employee/member</td>
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HEADS OF AGREEMENT
FOR
A Remuneration Project
BETWEEN
The Sovereign in Right of New Zealand acting by and through the Chief Executive of the Ministry of Business, Innovation and Employment, Hīkinga Whakatutuki
AND
The Public Service Association, Te Pukenga Here Tikanga Mahi.

1 PARTIES
This Heads of Agreement is between the Sovereign in Right of New Zealand acting by and through the Chief Executive of the Ministry of Business, Innovation and Employment (Ministry) and the Public Service Association.

2 PURPOSE
The parties wish to enter into this Heads of Agreement from the date of signing. This Heads of Agreement:
› establishes the way in which the Ministry and PSA intend to work together on a Remuneration Project; and
› sets out a framework within which the Ministry and PSA will perform their roles and responsibilities under this Heads of Agreement
› sets out agreed principles and statements to apply to the new remuneration system.

3 GENERAL PRINCIPLES OF HEADS OF AGREEMENT
The following general principles underpin the nature of the working relationship between the parties:
› The current remuneration model and performance matrix needs to be reviewed with a new framework to be developed.
› Establishing a formal Remuneration Project will be the vehicle to complete this review.
› The parties will work together openly and transparently to establish and maintain a relationship based on co-operation and partnership.
› The parties will communicate with each other openly, timely and freely.
› The parties may choose to use a third party to assist the facilitation of the project and outcomes.
› The parties agree to work collectively to develop a new remuneration framework by 30 November 2018.
› The parties agree that the new framework will be applied effective 1 July 2019 and the MBIE/PSA 2018 Collective Employment Agreement will be varied to reflect the new framework.
The parties agree that if the new remuneration framework is not implemented by 1 July 2019 the remuneration model agreed for 2018 will be applied for the 2019 remuneration round.

If the framework is not implemented by 1 July 2019 the parties will negotiate and agree a revised implementation date and approach.

4 REMUNERATION FRAMEWORK

The parties agree the new remuneration framework will incorporate the matters below:

- Addressing Progression will be the key focus of the Remuneration Project which will also include a review of pay rates, bands, development pathways, and the timeliness of progression through pay bands.
- Progression to the competent rate (100%) is expected to be within 4 years.
- Progression beyond the competent rate (100%) will be determined by the Project.
- The salary scale will commence at no less than 85%.
- Progression will be through defined steps.
- Salary range scales will be reviewed and relevant steps will be determined.
- The main variables in the design are: number of steps; size of steps; frequency of progression, and size of the salary range.
- Time to progress through the band and complexity of the role will be considered when determining the number of steps and step sizes.
- Roles that already have satisfactory progression in place may be taken out of scope.
- The Progression framework will be developed with an emphasis on roles in bands 11-17 and will consider all roles in coverage.
- The Progression framework may be competency based, subject to satisfactory performance and will include qualifications where appropriate. Time in the role can act as a proxy for gaining competence in the role.
- The parties will agree market data sources to inform rates for each position.
- The parties acknowledge additional funding will be required to move to the new framework.
- The following criteria are examples of what will be considered as the framework is designed and developed; qualifications, competencies, training, career pathway and gender pay principles.
- MBIE will fund a mutually agreed third party to assist in the design and development of the new progression framework.
- Key resources will be supplied from each of the parties to support the project. MBIE and PSA will supply team members with relevant experience to provide role specific input to the project. All team members will have access to all relevant information and data.
- A Discovery session will be scheduled for the parties to identify key issues relating to the implementation plan, potential challenges, engagement plan, potential points of escalation and how matters of escalation might be resolved.
- The terms of reference are for the completion of the review and development of a new framework.
- MBIE and PSA will work jointly to support funding requests.
- The new framework will require the appropriate approvals on both sides before adoption.
Implementation of the new framework will be dependent upon considerations such as payroll system configuration, process documentation and other such matters. All key dependencies will be communicated openly and expedited where possible.

The new framework will be independently reviewed after two remuneration cycles.

Greg Patchell, Deputy Chief Executive Immigration will be the Executive Sponsor of the Remuneration Project.

A joint MBIE/PSA governance group will be established to oversee the Remuneration Project, make key decisions and deal with matters of escalation.

MBIE and PSA will work constructively together to solve problems as and when they arise.

Any showstopper issues will be communicated early directly to the Executive Sponsor of the Remuneration Project and the joint Governance Group.

Where a matter cannot be resolved by the joint Governance Group and/or the Executive Sponsor, it will be referred to the Chief Executive for direction.

This Heads of Agreement may be added to by the parties, to include:

- Specific agreements consistent with these Heads of Agreement;
- Communications
- Publicity
- Documentation
- Confidentiality

5 EXECUTION

Signed for and on behalf of The Public Service Association:

[Signatures and dates]

Signed for and on behalf of the Ministry of Business, Innovation and Employment:

[Signatures and dates]
Appendix B

Gender pay principles.

Aim
Working environments in the state sector are free from gender based inequalities. All employees are able to achieve their full potential regardless of their gender, and gender pay gaps are eliminated.

History
After the PSA filed a claim against the State Services Commissioner, the Gender Pay Principles Working Group was established. It was made up of unions, state sector agencies and the Commission, and through a collaborative process it agreed the principles set out here.

Approach
Inequities in the labour market are caused by deeply embedded views, values and practices. Change requires genuine engagement and sustainable solutions. These Principles are a living and practical set of guidelines for use by all state sector agencies. They stand alongside other initiatives to reduce and eventually eliminate these inequities. The principles of partnership, protection, and participation embodied in Te Tiriti O Waitangi will be advanced and applied in the workplace.

Application
These principles recognise the employment cycle begins before an employee takes up their job. It includes recruitment, remuneration, training and development, career progression, leave, flexible, and part time arrangements. It also includes periods in and out of the workforce. By addressing policies, decision-making and practice at each point, agencies can make a real difference.

Influence
While the focus of the Principles has been the core state sector, they are relevant to other sectors. The Working Group is confident the Principles have broader application.

1. Freedom from Bias and Discrimination Principle
Employment and pay practices are free from the effects of conscious and unconscious bias and assumptions based on gender.

Issue statement
Bias and discrimination occurs at every point throughout the employment cycle. Conscious and unconscious bias impacts negatively on women’s employment, pay and progression opportunities. These negative impacts are compounded when gender is combined with other factors.

This means:

› Decision makers recognise and act to remove the impacts of conscious and unconscious bias
› Employees, unions and agencies actively raise awareness amongst all staff of gender stereotyping and conscious and unconscious bias
› Employees, unions and agencies jointly evaluate policies and practices to identify where and when gender bias and discrimination can occur
› Agencies take action to prevent gender bias and discrimination before it occurs
Employees, unions and agencies pay particular attention to the compounding impacts of gender combined with other factors

Agencies value gender diversity and prioritise active protection from discrimination

Leaders and decision makers develop strong relationships with Maori women to reduce opportunities for bias and discrimination to occur.

2. Transparency and Accessibility Principle

Employment and pay practices, pay rates and systems are transparent. Information is readily accessible and understandable.

**Issue statement**

Transparency and accessibility is essential to the sustainable elimination of gender pay gaps. Maintaining transparent employment and pay practices is likely to prevent gender pay gaps from occurring and attract and retain a diverse and committed workforce.

This means

- Pay rates and systems are transparent and easily accessible
- Gender pay gap information is audited and published annually
- Gender pay gap information is disaggregated to understand the compounding impacts when gender is combined with other factors
- Agencies publish plans for addressing gender pay gaps, ensuring that they are readily available to all employees and their unions
- Where collective agreements are negotiated, they include pay rates and pay systems that are transparent and accessible to all.
- Agencies identify where insecure work arrangements contribute to workplace gender inequalities.

3. Relationship between Paid and Unpaid Work Principle

Employment and pay practices recognise and account for different patterns of labour force participation by workers who are undertaking unpaid and/or caring work.

**Issue statement**

Women and men have different patterns of participation in the paid workforce, primarily because women spend a greater proportion of their time on unpaid and/or caring work. As a result women are disadvantaged in areas such as pay, progression, security of employment and retirement income. When women’s skills and experience are not recognised, they are underutilised and undervalued in the workforce.

This means

- Employees, unions and agencies recognise that women currently undertake a greater share of unpaid and/or caring work in society which has negative impacts in the workplace
- Agencies take active steps to ensure that time out of the workforce for unpaid and/or caring work does not result in disadvantage in pay or barriers to progression
- Decision makers scope jobs and allocate work in a way that positively recognises different patterns of participation
- Skills and experience gained through unpaid and/or caring work are utilised and rewarded
- Agencies normalise flexible and part time working arrangements for all positions and employees without adversely affecting security of employment
- Employees, unions and agencies create workplace environments that support and encourage
men’s participation in unpaid and/or caring work.

4. Sustainability Principle
Interventions and solutions are collectively developed and agreed, sustainable and enduring.

Issue statement
Remedying gender inequalities and closing gender pay gaps requires continuous organisational commitment and collective engagement to achieve sustainable systemic change. Integration of the principles of the Te Tiriti o Waitangi and addressing the needs and perspectives of Maori women is essential.

This means
› Senior leaders make an ongoing commitment to eliminate gender inequalities and allocate budget and resources accordingly
› Employees, unions and agencies jointly set explicit goals and timeframes to eliminate gender pay gaps
› Agencies collect, analyse and monitor data to identify all the factors that contribute to their gender pay gaps
› Interventions and solutions are informed by data and best practice
› Employees, unions and agencies jointly monitor, evaluate and adapt plans to ensure equitable outcomes are sustained
› The application of the Te Tiriti o Waitangi and its principles is adapted to new and changing circumstances
› Agencies undertake specific planning and resourcing to achieve equitable outcomes for Maori women
› Collective and/or individual agreements are key mechanisms for ensuring that changes are sustained
› Agencies consider how these Principles apply to all employment arrangements, including contractors.

5. Participation and Engagement Principle
Employees, their unions and agencies work collaboratively to achieve mutually agreed outcomes.

Issue statement
Employees, their unions and agencies have a shared interest in achieving sustainable outcomes and cultural change. Effective participation and engagement in a high trust environment promotes organisational performance. Inclusive processes support social, cultural, environmental and spiritual wellbeing. Collective ownership of solutions is achieved through effective communications and genuine input.

This means
› Genuine input is sought from the design phase and throughout the process
› Employees, unions and agencies jointly develop, implement, monitor and evaluate plans to address gender pay gaps
› Employees, unions and agencies use collaborative processes, including collective bargaining, to agree and implement plans
› Employees can see their experiences and voices reflected in decision-making
› Agencies actively engage with women in a way that is inclusive and recognises their diversity
and different perspectives

 › Leaders and decision makers develop strong relationships with Maori women to ensure their needs and perspectives are addressed

 › Where collective agreements are negotiated they include agreed mechanisms to implement these Principles.

Source: Ministry for Women website - published 2 July 2018
Terms of Settlement

Ministry of Business, Innovation and Employment Hikina Whakatutuki (MBIE) and the Public Service Association Te Pukenga Here Tikanga Mahi (PSA)

Collective Agreement

Dated: 30 August, 2018

These terms of settlement set out the agreements reached between MBIE and the PSA to settle a collective agreement pursuant to Part 5 of the Employment Relations Act 2000. This agreement has been settled between MBIE and the PSA and shall be subject to ratification by the PSA pursuant to s.51 of the Employment Relations Act 2000.

In settlement the parties agree the following:

SETTLEMENT DATE

Unless mentioned elsewhere in these terms of settlement the effective date of this settlement is to be decided.

SECTION 2 COVERAGE

These terms of settlement apply to all PSA members who fall within the coverage clause detailed below as per section 2 of the 2016/17 CEA and also include all Executive Assistants from the date of ratification.

Current Clause

All employees employed by MBIE throughout New Zealand who are members of the PSA except those employed in the following positions:

› Deputy Chief Executives and other Senior Leadership Team Members
› General and Group Managers – and equivalent roles e.g. Chief Risk Officer
› All direct reports to Deputy Chief Executives and General/Group Managers and all managers excluding administration support staff e.g. Personal Assistants
› Executive Assistants to the Chief Executive, Deputy Chief Executives and General and Group Managers – and equivalent roles e.g. Chief Risk Officer
› All managers below this level who hold financial and/or Human Resources delegations except for front line supervisors/managers within the Immigration New Zealand group
› Human Resources employees in advisory roles
› Any legal position which provides internal advice on employment related matters
› Employees engaged on a casual basis
The coverage clause is to be revised to include Executive Assistants as below:
All employees employed by MBIE throughout New Zealand who are members of the PSA except those employed in the following positions:
› Deputy Chief Executives and other Senior Leadership Team Members
› General and Group Managers – and equivalent roles e.g. Chief Risk Officer
› All direct reports to Deputy Chief Executives and General/Group Managers and all managers excluding administration support staff e.g. Personal Assistants
› All managers below this level who hold financial and/or Human Resources delegations except for front line supervisors/managers within the Immigration New Zealand group
› Human Resources employees in advisory roles
› Any legal position which provides internal advice on employment related matters
› Employees engaged on a casual basis
Note: The parties agree to review coverage for Team Leaders / Supervisors with the potential to include Team Leaders / Supervisors under coverage, our aim is to review this prior to 30 November 2018 with a view to raising a variation if appropriate.

COLLECTIVE AGREEMENT
The agreed Collective Agreement between the parties is attached to and forms part of these Terms of Settlement.

HEADS OF AGREEMENT
A Heads of Agreement is contained in Appendix A for a progression pay structure.

SECTION 3 TERM
The Term of the Collective Agreement shall be from the date of ratification to 31 March 2020
Note: The parties agree to review the term of the 2018 – 2020 Collective Agreement and may agree a Variation prior to or at the same time as a Remuneration Project Variation

SECTION 5 VARIATION
This clause remains as is and both parties are aware that a variation may result in due course at the point a progression framework is agreed and coverage for Team Leaders / Supervisors is reviewed by the parties.

Remuneration increases will be paid based on the agreed new pay structure (distribution model) below and will be effective from 1 August 2018 and 1 July 2019 if applicable. This payment structure will also apply for the 2018/2019 remuneration round if the remuneration project does not deliver expected outcomes and/or a corresponding variation has not been agreed.
MBIE Salary Band midpoints will be increased by 2.2% for the 2018 remuneration round and again on 1 July 2019 if applicable. After this adjustment has occurred employees will have a new position in range. This position in range will be used to determine the applicable increases outlined below and a new position in range.
› 1.8% across the board increase for up to and including 100% of band.
› 1.8% across the board increase for those above 100% of band.
Note: exclusions do not apply to the 1.8% across the board increase.
Additional Payment to transition to New Pay Structure:
› Up to and including 90% a movement increase of 2.2%.
› >90% up to and including 100% a movement increase of 1.7%.
› If the employee is not at 85% of their salary band then uplift follows for bands 11 to 16.

Transition Payment to New Pay Structure will not apply where:
› An employee is over 100% of the range;
› An employee has received a “not meeting” performance review rating;
› An employee employed by MBIE after 1 December of the relevant performance year;
› An employee has changed roles since 1 December of the relevant performance year and received a remuneration increase as a result of that;
› An employee is on a Graduate Scheme e.g. the Policy Graduate Scheme;
› An employee has received an out of cycle increase after 1 December of the performance year, or has accepted an out of cycle increase at another time during the year that excludes them from receiving a further increase during the remuneration review; and/or
› An employee has had an increase via a progression round and this is specifically stated in the information accompanying the progression round process.*

Note: where an employee is not eligible for a remuneration review due to receiving an increase through a progression round or an out of cycle increase prior to 1 July, and the increase from the remuneration review for that year would have been higher than the increase the employee has received (from the progression round or out of cycle increase), the employee will receive the balance e.g. the additional amount beyond the increase the employee has already received.

2018/19 PERFORMANCE ASSESSMENT AND REMUNERATION ROUND
PSA members will participate in a performance assessment for the 2018/19 period subject to existing criteria on eligibility. Ratings on performance will be assigned based on employees’ applicable performance assessment system.

SECTION 22 REMUNERATION
Remove 22.2
This remuneration system determines what MBIE pays for positions, how decisions are made about what employees are paid for the work they do, and provides the linkage between performance and pay outcomes.
Replace with
This remuneration system determines what MBIE pays for positions and how decisions are made about what employees are paid for the work they do.

Remove 22.4
Roles covered by this collective agreement fall within established salary bands. Each role is allocated to a salary band based on the Hay Job Sizing system. All salary bands including salary ranges and midpoints for positions covered by this agreement will be published on the intranet [link] but do not form part of this agreement. Information on job titles covered by this agreement with their corresponding band(s) will be made available to the PSA on request. An employee’s own band will be made available to them on request.

Replace with
Roles covered by this collective agreement fall within established salary bands. Each role is allocated to a salary band based on the Hay Job Sizing system. All salary bands including
salary ranges and midpoints for positions covered by this agreement will be published on the intranet but do not form part of this agreement. Information on job titles covered by this agreement with their corresponding band(s) will be made available to the PSA on request. An employee’s own band will be made available to them on request.

Add new bullet point under Principles 22.5 under Fair and equitable.

Takes into account the Gender Pay Principles

Section 22 of Current CEA, MBIE propose to remove the following clauses to reflect the new approach to remuneration and as per the Heads of Agreement, which also forms part of these terms of settlement:

Remuneration Forum

22.6 Representatives from MBIE and the PSA will form the Remuneration Forum by the end of February each year for the forthcoming remuneration review.

The purpose of the Forum is to determine how the annual remuneration review will operate for each performance year, having given due consideration to all information considered relevant, and to the respective views of MBIE and the PSA, both of whom are represented in that forum.

The Forum will consider the following components of the remuneration review:

- Annual remuneration budget
- Band movement
- Distribution of salary increases.

Different decision making processes are followed for each of these components. Each component is outlined below including the decision making process that applies to it.

These components of the annual remuneration review will be discussed together and/or separately. It is recognised that the different components are interlinked and as such, the Remuneration Forum will need to consider all components and how they impact each other when determining the outcome of each.

Annual remuneration budget

22.7 In April each year, MBIE will set the budget for annual remuneration increases for the forthcoming remuneration review.

The Remuneration Forum will meet to review the relevant information and discuss the factors related to setting the size of the budget for salary increases. Supporting information will be provided by MBIE including:

- The wider economic environment and, in particular, changes to CPI, the Labour Cost Index, relevant market data and MBIE’s budgetary considerations; and
- Information regarding relevant factors of MBIE’s operating context and MBIE’s strategic objectives for the year ahead.

The PSA may provide additional information and analysis. The PSA will be given the opportunity to advocate its position on the size of the budget.

MBIE will ensure that the PSA case and any associated documentation is included in the decision-making process at the time of budget finalisation.

After giving due consideration to the submissions made by the PSA, MBIE will make and communicate its final decision to the PSA on the total budget for remuneration increases by 15 April.
Band Movement

22.8 Each year MBIE reviews the salary ranges for each of the salary bands, to ensure they continue to reflect the organisation’s remuneration principles. In doing so, MBIE takes account of a number of factors, including:

› Information provided by external remuneration specialists, such as Hay, about the NZ labour market generally, remuneration trends, external relativities (comparable roles) and market movements applicable to each Band.
› MBIE’s desire to be an employer of choice and to provide competitive salaries that attract and retain the most suitable employees for particular roles.
› Other relevant information considered at the time of annual budget-setting.

MBIE recognises that the PSA, on behalf of its members, has a legitimate interest in the outcome of the band review process and is committed to ensuring the PSA has a meaningful opportunity to provide input into the band review outcome. This takes place within the Remuneration Forum discussions.

In anticipation of the Remuneration Forum meeting as referred to in clause 22.6, MBIE will provide the PSA with the information referred to in clause 22.7 that it will be relying on as part of its band review. If the PSA intends to refer to additional or alternative data, it too will provide MBIE with any such data in advance of the Remuneration Forum meeting(s).

Distribution of salary increases

22.9 In April – May each year, the Remuneration Forum will discuss how the budget for remuneration increases will be distributed for the forthcoming remuneration review. This includes:

› The “distribution model” to be applied, and
› When any band movement is applied (before or after the distribution model is applied).

The distribution model will be decided each year in accordance with the principles below:

› Larger relative percentage increase for those lower in the range.
› Larger relative percentage increases for those with higher performance ratings.
› The system may deliver a percentage increase up to 120% of position in range
› Those who achieve “successful performance” or higher and have a position in range between 80% and 110% will gain a percentage increase
› Parties may also take into account other relevant factors that are mentioned in this clause 22.

The Remuneration Forum will seek to agree the distribution of the budget for remuneration increases. In doing this the forum participants will be committed to using a principled, interest-based approach to discussions, and may seek the assistance of a mediator if both parties agree.

The parties may also agree to test recommendations with the respective parties’ constituencies. If, as an outcome of such consultation, issues are identified by either party, the forum will reconvene to consider the issues and develop further recommendations taking into account the issues identified. This must be done, however prior to 15 May.

The Remuneration Forum are committed to finalising how the budget for remuneration increases will be distributed by 15 May. The final decision (covering the distribution model and the timing of band movement) will be published on the Intranet by 31 May.
MBIE propose revising the following remuneration clauses to reflect the new approach to remuneration for 2018 and 2019:

22.13 No employee’s salary shall fall below 80% of the minimum of the applicable band.
22.14 No employee will be appointed below 80% of the relevant band.
22.15 An employee shall receive the percentage pay increase they are eligible for based on the distribution model. There will be no caps on any percentage increase with the exception of 120% of the relevant band.

The proposed changes are:

22.13 No employee’s salary shall fall below 85% of the minimum of the applicable band.
22.14 No employee will be appointed below 85% of the relevant band.
22.15 An employee shall receive the percentage pay increase they are eligible for based on the distribution model.

MBIE also proposes to remove the following clause as it is no longer relevant:

Remuneration review for 2016

22.20 Clauses 22.6 (Remuneration Forum), 22.7 (Annual Remuneration Budget), 22.8 (Band Movement), 22.9 (Distribution of Salary Increases) and 22.19 (Post remuneration review process) will not apply to the Remuneration review 2016.

MBIE and the PSA have agreed to apply the following distribution model for the 2016 remuneration year (for remuneration increases effective from 1 July 2016). This will comprise the following:

Remuneration distribution for 2016

Remuneration increases shall be distributed based on position in range and performance rating, as per the table below:

<table>
<thead>
<tr>
<th>Position in range</th>
<th>Performance rating</th>
<th>&lt;95%</th>
<th>95-110%</th>
<th>&gt;110-120%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outstanding performance</td>
<td>6%</td>
<td>4%</td>
<td>2%</td>
<td></td>
</tr>
<tr>
<td>Successful performance</td>
<td>4%</td>
<td>2%</td>
<td>1%</td>
<td></td>
</tr>
<tr>
<td>Achieved most</td>
<td>2%</td>
<td>1%</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>Not meeting</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
<td></td>
</tr>
</tbody>
</table>

Pay bands and market movement

22.21 The pay bands to which the increases in 2016 will be applied are set out in the Terms of Settlement.

PSA MEMBER ONLY BENEFIT

MBIE will provide a one time payment of $650 gross to each PSA member who is covered by the 2016-2017 Collective Employment Agreement as at 1 August 2018. Those who become PSA members subsequent to 1 August 2018 through to the date of ratification, will receive a one time payment of $500 gross.
SECTION 46 SICK LEAVE
Sick leave will be increased to 15 days at 2 years service; this can be accessed for sick or domestic leave purposes. Employees who have completed 2 years service at the date of ratification will be eligible for this provision.

SECTION 46.1 SICK LEAVE be revised from:
Sick leave may be taken in the following situations:
 › When the employee is sick or injured
 › When the employees spouse is sick or injured
 › When a person who depends on the employee for care is sick or injured.

SECTION 46.1 SICK LEAVE be revised to:
Sick leave may be taken in the following situations and must not be unreasonably withheld:
 › When the employee is sick, injured or needs to see a health professional;
 › When the employees partner is sick or injured; or
 › When a person who depends on the employee for care is sick, injured or needs to see a health professional.

SECTION 46.2 SICK LEAVE be revised from:
Permanent full-time employees are entitled to ten days paid sick leave each year.

SECTION 46.2 SICK LEAVE Changed to:
Permanent full-time employees are entitled to ten days' paid sick leave each year to be used for sick or domestic leave purposes increasing to 15 days' each year at two years' continuous service.

SECTION 46.3 be revised from:
Part-time employees are entitled to a percentage of the ten working days corresponding to a pro rata amount of the full-time position, except that the minimum sick leave entitlement is five days' per year.

SECTION 46.3 Changed to:
Part-time employees are entitled to ten days' paid sick leave each year to a pro-rata amount of the full-time position increasing to 15 days' each year at two years continuous service, except that the minimum sick leave entitlement is five days' per year.

SECTION 46.4 be revised from:
Fixed term employees are entitled to ten days sick leave per annum, pro-rated over the term of their agreement to a minimum five days per year.

SECTION 46.4 Changed to:
Fixed term employees are entitled to ten days' paid sick leave each year increasing to 15 days' each year at two years continuous service, except that the minimum sick leave entitlement is five days' per year.

SECTION 46.7 DEDUCTIONS FOR SICK LEAVE revised from:
Deductions for sick leave will not be made where the absence is for less than two hours.

Changed to:
Deductions for sick leave will not be made where the absence is for less than two hours, except in circumstances where the sick leave relates to an ACC case and is part of the recording of the day for the 20%.
SECTION 46.9 Revise from:
Where an employee has exhausted their sick leave entitlement their manager may agree, if requested by the employee, for annual holidays to be used to cover their absence provided such use of annual holidays does not restrict the employee's ability to have sufficient annual holidays for the purposes of rest and recreation.

SECTION 46.9 change to:
When a member has exhausted their sick leave entitlement, their manager will, when requested by an employee give genuine consideration to the employee being able to take sick leave in advance of their next entitlement.

MBIE will be entitled to deduct from an employee any monies payable upon termination for an overpayment made for sick leave taken in advance.

Where an employee has exhausted their sick leave entitlement their manager may agree, if requested by the employee, for annual holidays to be used to cover their absence provided such use of annual holidays does not restrict the employee's ability to have sufficient annual holidays for the purposes of rest and recreation.

SECTION 54 LONG SERVICE LEAVE

SECTION 54.1 LONG SERVICE LEAVE revised from:
Employees will be entitled to long service leave as follows:
› two weeks holiday on completion of ten years continuous service, and
› a further one week five yearly thereafter with no further entitlement beyond 20 years continuous service.

SECTION 54.1 LONG SERVICE LEAVE Changed to:
Employees will be entitled to long service leave as follows:
› two weeks’ holiday on completion of ten years’ continuous service; and
› a further one week for each five years’ continuous service thereafter.

For employees that have completed more than 20 years continuous service at the date of ratification, that service will count in determining eligibility for the next entitlement, employees will however only be entitled to a maximum of one week’s additional entitlement at that time (e.g. for 30 years’ continuous service, entitlement will be for an additional one week as at ratification).

SECTION 55.1 TRANSITIONAL ENTITLEMENTS FOR FORMER DoL employees only revised from
Employees who were a party to either the 1995 or 1996 Department of Labour (DoL) Collective Employment Contracts and who, at the commencement of this Agreement were still entitled to qualify for long service, resigning or retiring leave as per those Contracts, are entitled to receive those entitlements in accordance with the provisions of the Second Schedule of the relevant Contract

SECTION 55.1 TRANSITIONAL ENTITLEMENTS FOR FORMER DoL employees only changed to
Employees who were a party to either the 1995 or 1996 Department of Labour (DoL) Collective Employment Contracts and who, at the commencement of this Agreement were still entitled to qualify for long service, resigning or retiring leave as per those Contracts, are entitled to receive those entitlements in accordance with the provisions of the Second Schedule of the relevant Contract. As per the 2018-2020 Collective Employment Agreement, long service leave will not be capped at 20 years.
SECTION 55.2 LONG SERVICE LEAVE revised from
Former DoL employees who at the time of settlement of this Agreement had between 10 and 15 years of actual or recognised service will be entitled to LSL as follows:
› two weeks’ holiday on completion of ten years’ continuous service, and
› a further one week five yearly thereafter with no further entitlement beyond 20 years continuous service.

SECTION 55.2 LONG SERVICE LEAVE changed to
Former DoL employees who at the time of settlement of this Agreement had between 10 and 15 years of actual or recognised service will be entitled to LSL as follows:
› two weeks’ holiday on completion of ten years’ continuous service, and
› a further one week five yearly thereafter.

SECTION 55.3 LONG SERVICE LEAVE revised from
Former DoL employees who at the time of settlement of this Agreement had between 15 and 20 years of actual or recognised service will be entitled to LSL as follows:
› two weeks holiday to be taken prior to the completion of 20 years of service, and a further one week holiday at 20 years continuous service with no further entitlement

SECTION 55.3 LONG SERVICE LEAVE changed to
Former DoL employees who at the time of settlement of this Agreement had between 15 and 20 years of actual or recognised service will be entitled to LSL as follows:
› two weeks’ holiday to be taken prior to the completion of 20 years of service, and a further one week holiday at 20 years’ continuous service; and
› A further one week five yearly thereafter

SECTION 55.4 LONG SERVICE LEAVE revised from
Former DoL employees who at the time of settlement of this Agreement had more than 20 years of actual or recognised service and who have not taken previous LSL or who have an entitlement to grand-parented provisions will be entitled to LSL as follows:
› two weeks holiday with no further entitlement.

SECTION 55.4 LONG SERVICE LEAVE changed to
Former DoL employees who at the time of settlement of this Agreement had more than 20 years of actual or recognised service and who have not taken previous LSL or who have an entitlement to grand-parented provisions will be entitled to LSL as follows:
› two weeks’ holiday; and.
› a further one week five yearly thereafter.

SECTION 82 EQUALISATION
Current equalisation allowance will be grand-parented for anyone who is covered by the CEA at the date of ratification. Equalisation capped at 2 years and review wording. Moving forward Equalisation will be capped at two years.
SECTION 82.1 EQUALISATION ALLOWANCE revised from:
If you are reassigned to a new position at a lower salary, an equalisation allowance will be paid to preserve your salary at the rate paid in the old job at the time of reassignment. You can elect to receive this allowance as either:

› a lump sum equivalent to the difference between your present salary and the new salary for two years, or
› an ongoing allowance equivalent to the difference between your present salary and your new salary (this is abated by any subsequent salary increases).

SECTION 82.1 EQUALISATION ALLOWANCE Changed to:
If you are reassigned to a new position at a lower salary, an equalisation allowance will be paid to preserve your salary at the rate paid in the old job at the time of reassignment. You can elect to receive this allowance as either:

› a lump sum equivalent to the difference between your present salary and the new salary for two years, or
› an ongoing allowance equivalent to the difference between your present salary and your new salary (this is abated by any subsequent salary increases).

SECTION 82.2, 82.3 AND 82.4 EQUALISATION ALLOWANCE revised to:
82.2 In the event that you are reassigned, or decline to be reassigned, to an alternative position, you shall have no entitlement to redundancy compensation.

82.3 If you are reassigned to a position with a lower salary, MBIE will continue seeking alternative options for you.

82.4 Where you are reassigned to a lower salaried position this arrangement shall be subject to yearly review where alternative options are assessed, taking into account performance and development needs. (note: A ‘more suitable alternative option’ is one in which the employee is not disadvantaged in terms of current terms and conditions of employment and should take into consideration the employee's skills, abilities and potential to be retrained).

82.5 If you choose not to accept a suitable reassignment, an option is leave without pay.

SECTION 75, 76, 77, 78, 79, 80, 81, 83, 84, 85, 86, 87, 88, 89 CHANGE MANAGEMENT
Review and revise the change management provisions jointly with the PSA. A terms of reference will developed between the PSA and MBIE to work through the change management principles for the Collective Employment Agreement. In the event the parties do not agree to new change management principles by 31 March 2020 current principles will apply.

CULTURAL RECOGNITION
This is a new clause to be added to the CEA. Cultural recognition will be considered as part of the performance review process.

MBIE recognises that some employees will use te reo Maori me ona tikanga and other cultural and language expertise in the course of their roles, whether for internal work or in interactions with external parties, where such work is not specifically required in the employee's job description. This may create additional workload and adjustment to the workload expectations may be warranted on a case by case basis.

Where an employee regularly uses cultural or language expertise, this may be included and recognised in an employee’s annual review process.
FAMILY VIOLENCE
This is a new clause. We recognise that when employees experience family violence in their personal life, their attendance, performance, or safety at work may be affected. The protections below apply regardless of how long ago the domestic violence occurred, including if the domestic violence pre-dates your employment.

These protections apply if you have had domestic violence inflicted on you, or if it has been inflicted on a child who ordinarily or periodically lives with you.

If you experience family violence you can work with your manager to identify practical ways that you can be supported at work. This may include, but is not limited to:

› Changes to working hours, location of work or duties for a period of up to two months and this may be extended on a case by case basis;
› Changes to your work telephone number and/or email address; and/or
› Other appropriate measures in the circumstances as agreed.

If you experience family violence, in accordance with the applicable legislation you can access ten days' paid leave per annum.

An employee who supports a person experiencing family violence may take domestic leave to accompany them to court, to hospital, or to mind children.

Information related to an employee experiencing family violence will not be shared without the express consent of the employee unless it is determined that maintaining confidentiality puts them or others at risk of physical harm.

Insert the following new clause – Union Facilitation Clause
In the interests of promoting a constructive working relationship, MBIE will support PSA efforts to recruit potential members. Senior representatives from MBIE and the PSA will meet on a 6-weekly basis to work on matters of shared interest, eg gender pay, remuneration project. MBIE agrees to support working with the PSA to:

› Provide new employees with information about the PSA;
› Advise the PSA of new employees, except for those who have declined authorisation to forward their names to the PSA;
› Facilitate other connections between the PSA and new employees and other staff who are not members of the PSA;
› Ensure membership forms are included in the induction packs;
› Invite the PSA to induction sessions and allocate time for the PSA to present;
› Support the planning and establishment of agreed PSA information sessions; and
› Facilitate approved PSA communications/links to be posted on the intranet.

SECTION 24 FLEXIBLE WORK ARRANGEMENTS
The current section is not compliant with legislation and will therefore be revised to reflect the appropriate legislative provisions.

Section 24.1 through to 24.4 removed:
24. Flexible working arrangements
24.1 Employees may request a variation to their current working arrangements on a permanent basis or for a specified period of time in order to address personal or family commitments.
24.2 To be eligible, employees must have been employed by MBIE for at least six months or where the reason for the request could not have been reasonably foreseen.

24.3 Employees may make one request for flexible working arrangements within a 12 month period.

24.4 Requests will be considered by the employee’s manager in accordance with the Employment Relations (Flexible Working Arrangements) Amendment Act 2007, taking into account the needs of the employee, the team and MBIE.

SECTION 24 FLEXIBLE

Flexible work arrangements provide an opportunity to change the hours you work, the time and days you work, and/or where you work. You are entitled to request a flexible working arrangement at any time, and MBIE will consider requests on a case by case basis. For further information refer to MBIE’s Flexible Working Arrangements Policy and Part 6 AA of the Employment Relations Act 2000.

MBIE promotes flexible working and a request for flexible working will not be unreasonably withheld.

SECTION 56 RECOGNITION OF PREVIOUS SERVICE

Section 56.1 be revised from:

The following service will be recognised:
› Long service leave - MBIE service and service with the former legacy federations that now make up MBIE
› Redundancy entitlements - MBIE service and service with the former legacy federations that now make up MBIE
› Annual holidays and sick leave - MBIE will recognise previous service with core government agencies as defined in Schedule 1 of the State Sector Act 1988.

Section 56.1 be Changed to:

For the purpose of calculating the following service related entitlements, MBIE will recognise previous service with the former legacy federations that now make up MBIE, and with core government agencies as defined in Schedule 1 of the State Sector Act 1988 (some of which are historical legacy agencies not specified in schedule one):
› Long service leave;
› Redundancy entitlements;
› Annual holidays and sick leave.

For the avoidance of doubt, leave balances and redundancy provisions will not transfer across.

SECTION 63 VISION CARE Revise from

MBIE employees who have had continuous service for twelve months or more are entitled to be reimbursed up to a total of $350.00 once every two years for eye care when there has been deterioration in the employees’ vision. The contribution may be towards the costs of the eye examination and, when deterioration has occurred, the costs of lenses and frames.

SECTION 63 VISION CARE change to

MBIE employees who have had continuous service for twelve months or more are entitled to a total MBIE contribution of up to $350 (plus GST if applicable) once every two years. The contribution can be put towards the cost of the eye examination and, where their vision has deteriorated, the contribution can be put towards the cost of lenses, contact lenses and/or
frames (acknowledging that some providers may offer deals including more than one set of frames).

**IMMIGRATION NEW ZEALAND SECTIONS 33, 34, 35, 43 AND 44**

The following specifically relate to INZ roles and as such it is proposed that they are moved to the back of the agreement- entitled Provisions for INZ Employees.

33. Transport assistance: Immigration employees

33.1 For rostered Immigration employees only, transport assistance may be available where an employee is without a MBIE-supplied vehicle and their hours of work are such that they cannot make use of the public transport system that would normally be available to employees on standard hours of work.

33.2 For rostered Immigration employees at an international airport, the kilometres claimed will be the actual distance for a round trip from home to the international airport with a maximum of 55 kilometers per return trip.

33.3 Details in relation to eligibility and entitlements are located in MBIE’s Human Resources policies.

34. Shift work: Immigration employees

34.1 For Immigration employees working approved shift work:

› The rostered hours of work shall be determined by the approved shift roster.

› Employees shall be entitled to an additional rest break of ten minutes where a rostered shift is a duration of ten hours or more, to be taken at

› Immigration employees working shift work shall not, unless a shift is so organised, normally be required to work for more than five hours continuously without being relieved from duty for a meal for a period of not less than half an hour or more than one hour.

› If a shift is organised around the principle that the nature of the work precludes the release for a meal break at a specific rostered time, then provision shall be made for having a meal in conjunction with continuing on duty and working time shall count as continuous. The taking of this ‘crib’ meal shall be dependent on the nature of work requirements and should not be prejudicial to efficient attention to allotted duties.

35. Penal rates for shift employees: Immigration

35.1 This clause applies only to Immigration employees employed on approved shift work.

35.2 Penal time is time worked within the rostered hours of work that are paid at the following rates in addition to normal salary. Employees who are:

› working at night are to be paid a penal rate of time and a quarter (T1/4) additional to salary for all ordinary hours of work between the hours of 8.00pm to 6.00am (including weekends). Other penal rates will be additional to this payment but will be calculated on the ordinary time hourly rate.

› working after midnight Friday/Saturday to midday Saturday are to be paid a penal rate at time and a half (T1/2) for the first three hours and then time one (T1) thereafter

› working midday Saturday to midnight Sunday/Monday at time one (T1)

› rostered on Public Holidays are to be paid a penal rate of time one (T1) plus a day off in lieu.

35.3 Overtime and penal rates shall not be paid in respect of the same hours.
43. Alternative paid holiday for rostered airport employees

43.1 For rostered Immigration employees at an international airport, if a public holiday falls on an employee’s rostered day off, the employee shall be granted an alternative paid holiday.

44. Additional leave for Immigration shift employees

44.1 The provision of additional annual holidays for shift employees is based on the disruption and inconvenience undergone by the employee who continuously alternates shifts throughout the year. Qualification for this additional holiday entitlement is in accordance with the number of shift changes occurring during the year (employees who only alternate on shifts which fall wholly between the hours of 7.00am and 7.00pm will not qualify for extra leave).

<table>
<thead>
<tr>
<th>Shift Changes each year (number)</th>
<th>Additional Leave (number of days)</th>
</tr>
</thead>
<tbody>
<tr>
<td>8-15</td>
<td>1</td>
</tr>
<tr>
<td>16-39</td>
<td>3</td>
</tr>
<tr>
<td>40+</td>
<td>5</td>
</tr>
</tbody>
</table>

Table A: Additional leave for shift workers

Insert the following new clause: Te Tiriti o Waitangi/the Treaty of Waitangi

MBIE and PSA affirm Te Tiriti o Waitangi/the Treaty of Waitangi as the constitutional basis of partnership between Maori and the Crown, and the unique status of Maori as tangata whenua of Aotearoa/New Zealand. We are committed to developing processes which incorporate partnership principles. Our aspiration is to be able to work proficiently across Te Ao Maori and Te Ao Hurihuri in all aspects of our work. MBIE is committed to building its capability through increased use and knowledge of Te Reo Maori, Tikanga Maori, and the practical application of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

MBIE and PSA support and encourage the use of Te Reo Maori and Tikanga Maori in our everyday work practices.

A key principle for a quality working relationship is working within the principles of the Treaty of Waitangi (Te Tiriti O Waitangi).

Insert the following new clause: Moving from an IEA to the CEA

This clause applies to any employee who:

› was on an IEA as at 30 June 2018;
› is eligible for an annual performance increase;
› joined the union on or after 1 July 2018 and prior to any remuneration increase under the CEA being paid; and
› is covered by the coverage clause in the 2018–2020 CEA (the New Member).

The New Member will have no entitlement to the increase under the CEA.

For the avoidance of doubt:

› the New Member will remain entitled to their annual performance increase backdated to 1 July 2018; and
› The new member will be entitled to the remuneration increase provided under the 2018–2020 Collective Employment Agreement for the 2018/2019 remuneration round.
The purpose of this clause is to ensure that employees on IEAs do not, in any performance year, receive an annual performance increase pursuant to their IEA and the annual remuneration increase provided for by the CEA.

**Insert the following new clause: Gender Pay**

*Gender Pay Principles*

MBIE and the PSA seek to achieve working environments which are free from gender-based inequalities, where all employees are able to achieve their full potential, irrespective of gender and to ensure that gender pay gaps are eliminated for all women.

*Gender Pay Gap Action Plan Governance Group*

MBIE and the PSA shall establish a Gender Pay Gap Action Plan Governance Group. The purpose of the group will be to shape, drive and monitor the implementation of the gender pay principles and the action plan for closing the gender pay gap.

MBIE is committed to investigating and addressing inequality. MBIE will comply with the Gender Pay Principles, which are available on MBIE for Women’s website and contained in Appendix 1 and form part of this collective agreement. The five core Principles provide a useful framework to support agencies action on gender pay. These principles are:

i. Freedom from bias and discrimination;

ii. Transparency and accessibility;

iii. The relationship between paid and unpaid work;

iv. Sustainability; and

v. Participation and engagement.

**Insert the following New Clause: Grand-parenting/recognition of previous provisions**

1.1 Any terms and conditions grand-parented from previous collective agreements under the process provided in clause 100 of the 2016-2017 CEA between the parties that have been documented on MBIE’s spreadsheet and in letters to individual employees confirming their grand-parented entitlements will continue to apply notwithstanding anything else in this Agreement.

1.2 If an employee on an IEA becomes bound by this Agreement, they will (subject to verification) retain any grand-parented terms and conditions from a former legacy federation to the extent that the term or condition is the same as one recognised by MBIE for another employee or employees under clause 1.1 above.

1.3 To avoid doubt, notwithstanding anything in clauses 1.1 or 1.2 above, MBIE will continue to recognise terms and conditions relating to cessation leave and retiring leave that an employee has had grand-parented from a former legacy federation.

Note: The intent of this clause is to protect consistent grand-parented provisions which have already been agreed to and will apply to individuals joining the CEA prior to this agreement becoming effective.
AGREEMENT

The parties agree that this document, including appendices, represents the agreements reached between the parties to settle a collective agreement.

These terms of settlement are binding on and enforceable by the parties.

SIGNATORIES

Signed at Wellington this 30th day of August 2018

Carolyn Tremain
Chief Executive
Ministry of Business, Innovation & Employment

Basil Prestidge
Assistant Secretary
Public Service Association
MEMORANDUM OF UNDERSTANDING

BETWEEN

Public Service Association
Pukenga Here Tikanga Mahi ("PSA")

AND

Ministry of Business, Innovation and Employment
Hikina Whakatutuki ("MBIE")

BACKGROUND

A. In March 2016 the parties entered into a Terms of Settlement in relation to a new Collective Employment Agreement ("2016-2017 Collective Agreement"). The Terms of Settlement and a copy of the new Collective Agreement were subsequently ratified and the agreement came into effect on 21 April 2016.

B. It has come to the parties’ attention that an error was made in the drafting of the 2016 – 2017 Collective Agreement which resulted in a clause being inadvertently omitted. That clause is clause 22.5 as it existed in the 2014-2015 Collective Agreement ("former clause 22.5") which says; “The remuneration rates applied within MBIE are based on a 40 hour week and all salary payments, including those for part-time staff, are calculated on this basis.”

TERMS OF UNDERSTANDING

C. The parties acknowledge that there was no intention to remove the former clause 22.5 from the 2016 – 2017 Collective Agreement and that this constitutes a mutual mistake.

D. The parties have agreed that they will interpret and apply the 2016 – 2017 Collective Agreement as if the former clause 22.5 remained in the agreement, and undertake that (subject to any negotiated alternative) it will be reinstated when the Collective Agreement is next renegotiated.

E. The PSA agrees that it will not pursue any claims on behalf of members which are contrary to the intent of this Memorandum of Understanding.

DATED this 18 day of August 2017

Signed by

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for and on behalf of PSA

MBIE-MAKO-Agreement
Signed by

on behalf of MBIE

[Signature]
Memorandum of Understanding

The PSA and MBIE agree to the additional proposed changes to the new 2018 – 2020 Collective Employment Agreement:

(s) 22.12,

The following clause will replace the wording in the 2016-2017 Collective Employment Agreement:

Transition Payment to New Pay Structure will not apply where:

- An employee is over 100% of the range;
- An employee has received a “not meeting” performance review rating;
- An employee employed by MBIE after 1 December 2018;
- An employee has changed roles since 1 December 2018 and received a remuneration increase as a result of that;
- An employee is on a Graduate Scheme e.g. the Policy Graduate Scheme;
- An employee has received an out of cycle increase after 1 December of the performance year, or has accepted an out of cycle increase at another time during the year that excludes them from receiving a further increase during the remuneration review; and/or
- An employee has had an increase via a progression round and this is specifically stated in the information accompanying that progression round process.

Note: where an employee is not eligible for a remuneration review due to receiving an increase through a progression round or an out of cycle increase prior to 1 July, and the increase from the remuneration review for that year would have been higher than the increase the employee has received (from the progression round or out of cycle increase), the employee will receive the balance e.g. the additional amount beyond the increase the employee has already received.

(s) 82 Equalisation

The following clause will replace the wording in the 2016 - 2017 Collective Employment Agreement:

Change from:
- an ongoing allowance equivalent to the difference between your present salary and your new salary (this is abated by any subsequent salary increases).

Change to:
- an allowance equivalent to the difference between your present salary and your new salary for a two year period (this is abated by any subsequent salary increases).
(s) 2.1 Coverage

The following will replace bullet point three in the 2016 - 2017 Collective Employment Agreement:

Change from:

All direct reports to Deputy Chief Executives and General/Group Managers and all managers excluding administration support staff e.g. Personal Assistants

Change to:

All direct reports to Deputy Chief Executives and General/Group Managers excluding Executive Assistants and administration support staff e.g. Personal Assistants

This memorandum of understanding will be included as an attachment and will form part of the new 2018 – 2020 CEA following ratification of the proposed Terms of Settlement dated 30 August 2018.

Janice Panoho  
National organiser

Diane Knowles  
Manager People & Workplace  
HUMAN RESOURCES

Date: 5 September 2018

Date: 5 September 2018