



**Ministry of Justice - Tāhū o te
Ture and
New Zealand Public Service
Association – Te Pūkenga Here
Tikanga Mahi**

Collective Agreement

Team Leaders and Managers

20 November 2020 – 30 June 2022

CONTENTS

1	General	4
1.1	Term	4
1.2	Parties	4
1.3	Coverage	4
1.4	Application of Agreement	4
1.5	Variation	4
1.6	Integrity	4
1.7	Treaty of Waitangi, Tikanga and Te Reo Māori	5
2	Union Facilities/Support	6
2.1	Recognition	6
2.2	PSA Ngā Kaupapa Principles	6
2.3	Access	6
2.4	Meetings/representation	6
2.5	Delegate facilities/support	6
2.6	Induction/deductions	7
2.7	Delegate Support and Training/Engagement	7
2.8	Union Responsibilities	7
2.9	Engagement and Consultation	8
2.10	Business Principles	8
2.11	Employer Responsibilities	8
2.12	Employee Responsibilities	8
3	Hours of Work	9
3.1	Work/life balance and Workload principles	9
3.2	Standard hours	9
3.3	Flexible Working Principles	9
4	Remuneration	11
4.1	Gender Pay Principles	11
4.2	Remuneration	11
4.3	Pay progression 2021 and beyond	11
4.4	Higher Duties	12
5	Expenses	13
6	Leave/Holidays	14
6.1	Service recognition for leave purposes	14
6.2	Annual Leave	14
6.3	Public Holidays	15
6.4	Sick and Domestic Leave	16
6.5	Bereavement/ Tangihanga Hura Kōhatu / Whakatahe/ Miscarriage Leave	17
6.6	Parental Leave	18
6.7	Long Service Leave	18
6.8	Voluntary military service	19
6.9	Special leave	19
6.10	Discretionary leave without pay	20

6.11	Study Leave	20
6.12	Employment relations education leave (EREL)	20
7	<i>Performance Development</i>	21
8	<i>Learning and Development</i>	22
9	<i>Personal/Professional Development Leave</i>	23
10	<i>Wellbeing</i>	24
10.1	Good Employer.....	24
10.2	Health and Safety	24
10.3	Family Violence	24
10.4	Visual and Hearing Health.....	25
10.5	Employee Assistance	25
11	<i>Workplace Relationships</i>	26
11.1	Discipline and Dismissal	26
11.2	Employment Relationship Problems	26
11.3	Resolving Employment Relationship Problems	26
11.4	Personal Grievances.....	26
11.5	Disputes	26
11.6	Formal Resolution Processes.....	27
12	<i>Ending employment</i>	28
12.1	Notice	28
12.2	Medical Retirement	28
12.3	Compassionate Grants.....	29
13	<i>Management of Change</i>	30
13.1	Change Principles.....	30
13.2	Consultation	30
13.3	Employee Support	31
13.4	Change processes	31
13.5	Severance compensation.....	33
13.6	Technical Redundancy	33
13.7	Employee Protection	33
14	<i>Signatories</i>	35
	<i>Appendix A – Grandparented Provisions</i>	36
	<i>Appendix B – Management of Change framework</i>	39
	<i>Appendix C – Roles and their associated pay bands</i>	42
	<i>Appendix D – Remuneration Ranges</i>	43

1 General

1.1 Term

The Collective Agreement will come into force on 20 November 2020 and expires on 30 June 2022.

1.2 Parties

The parties to this Agreement are the:

- Ministry of Justice - Tāhū o te Ture (or "Ministry"), and
- Public Service Association – Te Pūkenga Here Tikanga Mahi (the "PSA" or the "Union")

1.3 Coverage

- 1.3.1 This agreement will cover all Ministry positions that have Human Resource delegations and formal staff management responsibilities that fall in bands J7 and below, and ICT2.
- 1.3.2 All management and team leadership positions within the Ministry's People and Performance unit are excluded from coverage.
- 1.3.3 Coverage is determined by an individual's substantive position and is not impacted by secondments or higher duties.
- 1.3.4 When the Ministry 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.

1.3.5 Allocation of new positions to pay bands

During the term of this agreement any new positions that fall within coverage shall be allocated a pay band through the Job Evaluation process which includes PSA delegate representation.

1.4 Application of Agreement

- 1.4.1 This agreement is a collective agreement pursuant to Part 5 of the Employment Relations Act 2000. All staff who are, or become, PSA members, and are within the coverage clause in 1.2, above, are automatically bound by the Collective Agreement.
- 1.4.2 Any additional terms and conditions must be subsequently agreed in writing between the employee and the Ministry.

1.5 Variation

Any or all the provisions of this Agreement may be varied by agreement between the Ministry and the PSA. Variations will be ratified by PSA members affected by the changes, using the PSA ratification procedure as was used for ratification of this Agreement.

Where agreement on a variation is reached between the Ministry and the PSA, the variation will be set out in writing and attached to this Agreement.

1.6 Integrity

It is the intention of the parties, unless specifically agreed, that this agreement should not lessen conditions.

The parties recognise that where;

- a) any errors in drafting of this agreement are identified, such as omissions, deletions, additions or changes to wording
- or
- b) the wording of this Collective Agreement does not reflect what was discussed and agreed in bargaining

the parties will meet in good faith to discuss resolution of the matter which may include:

- Agree that the original intent applies; or
- Clarify and confirm the new intent.

It may be agreed, where necessary, that alterations are proposed as a variation to the collective agreement and if ratified will be entered into the collective agreement.

1.7 Treaty of Waitangi, Tikanga and Te Reo Māori

1.7.1 The Ministry affirms 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 and are committed to developing processes which incorporate partnership principles.

1.7.2 The Ministry is committed to developing the skills and knowledge of our people to work more effectively with, and to respond to issues that directly affect Māori.

The Ministry and PSA will collectively engage on the Ministry's Māori Strategy - Te Haerenga and Te Kokenga programme and the Māori staff network.

Te Haerenga is the Ministry's strategic plan for achieving our priority goals of building capability to engage and partner with Māori and honouring our responsibilities to Māori.

The Ministry's Te Kokenga programme aims to strengthen the Ministry's cultural competency by lifting the Ministry's organisational capability and the individual capability of our employees. This will enable Ministry employees to become more capable and confident in using and understanding te reo and tikanga Māori; engaging and collaborating with Māori, in accordance with Te Arawhiti's Māori Crown capability framework [Te Arawhiti's Māori Crown capability framework](#); and to incorporate Māori views and a Treaty framework into the Ministry's work programme.

As part of the Ministry's Te Kokenga programme, the Ministry will develop, in collaboration with PSA, and make available to all employees, learning resources to support the development of our people's understanding of te ao Māori, Māori perspectives, te Tiriti, mātauranga Māori and best practice engagement with Māori.

The Ministry also recognises the skills and experience that Māori staff bring to our organisation and will continue to support their on-going development as part of the recognition of Te Ao Tūmatanui – Te whakapakari i te honongai waenga i te Māori me te Karauna - Strengthening the Māori/Crown relationship.

2 Union Facilities/Support

2.1 Recognition

The Ministry recognises the PSA, its delegates, officials and officers, as representing the collective and individual interests of its members.

2.2 PSA Ngā Kaupapa Principles

The Ministry recognises Māori delegates, Te Rūnanga O Ngā Toa Āwhina (the Māori structure of the PSA) and Te Rūnanga O Ngā Toa Āwhina's Ngā Kaupapa principles as part of the PSA's commitment to the Treaty of Waitangi.

2.3 Access

PSA representatives may enter the workplace for purposes relating to members' employment and/or other PSA business, including recruitment at reasonable times during work hours. The PSA representatives accessing the workplace will follow normal notification protocols and observe any established safety or health or security procedures.

2.4 Meetings/representation

- 2.4.1 PSA members are entitled to attend, on ordinary pay at least two PSA meetings, up to a total of four hours in each calendar year. The number and duration of these meetings will be agreed within the total annual maximum of four hours, inclusive of any statutory provisions.
- 2.4.2 The PSA shall provide the Ministry with adequate notice, preferably at least 14 days' notice where practical and/or possible, of the date and time of any such PSA meeting.
- 2.4.3 The PSA shall make arrangements with the Ministry for the Ministry's operations to continue.
- 2.4.4 Paid leave is only available for actual attendance at PSA meetings where the employee would otherwise be working for the Ministry during the meeting.
- 2.4.5 The PSA shall record the names of PSA members who attend the meetings, and the start and finish times, and this record will be provided to the Ministry on request.
- 2.4.6 The Ministry and the PSA may agree additional allocations of time for paid PSA meetings.
- 2.4.7 Agreed meetings over collective employment matters are not a debit against any allocation of time for PSA meetings.

2.5 Delegate facilities/support

- 2.5.1 The Ministry will provide reasonable access to facilities for all delegates to carry out their role. This includes, where practicable, access to a workstation (with word processing, email, printing and external internet capability), photocopying facilities and facilities for communication with members including meeting spaces, conferencing facilities, notice boards, internal mail, telephone and email, intranet page, and use of Ministry vehicles where such vehicles are available and the vehicle use is considered appropriate.
- 2.5.2 In addition, members will be allowed reasonable access to the PSA's external website. In using these facilities, delegates and members will observe all the Ministry's normal standards and policies that apply to such facilities.
- 2.5.3 The Ministry recognises that Rūnanga delegates have a special role in the PSA structures, Rūnanga delegates are workplace delegates with an additional focus on

the representation of Māori members on Māori issues in the workplace. The Ministry supports the additional work required by these delegates.

2.6 Induction/deductions

- 2.6.1 As part of the Ministry's induction process, the Ministry will provide new employees with a PSA membership pack which includes a membership application form and a union fee deduction authority. The Ministry will deduct union fees from the salary of employees who provide written authorisation. On request, but not more than six monthly, the Ministry will provide the PSA with a list of names of employees, in accordance with their relevant Collective Agreement, for whom PSA union fees are being deducted.
- 2.6.2 The Ministry will provide an opportunity for PSA representatives to meet new staff as part of any orientation process. The Ministry will provide new employees with information about the PSA, including relevant contact details. The PSA will provide the relevant information to be given to employees.
- 2.6.3 When remitting deductions, the Ministry will provide an electronic deduction schedule which allows the PSA to account for whom and over which period, fees have been deducted.
- 2.6.4 Where practicable, the Ministry will make arrangements to advise the PSA whenever deductions cease due to a member commencing a period of leave without pay; and to arrange for the recommencement of deductions when the member returns from a period of leave without pay.

2.7 Delegate Support and Training/Engagement

- 2.7.1 Ministry managers and the PSA will work together in representative forums to explore ways of addressing local employment issues.
- 2.7.2 The Ministry recognises the valuable role which PSA delegates play.
- 2.7.3 The Ministry will support all employees who are elected as delegates by ensuring they receive the necessary sponsorship and support from their managers to be an effective delegate. PSA delegates are selected and deemed to be delegates solely by the PSA. The delegate is accountable to the PSA for delegate activity however the delegate is still accountable to their manager for the performance of their duties and for accounting for the time they spend on delegate duties.
- 2.7.4 Reasonable paid time, as agreed between the delegate's manager and the delegate, will be provided for delegates to carry out their role effectively, where this time is within the delegate's normal hours of work. This will include time for recruitment, to meet with members, other delegates and PSA officials, meeting new and potential members in the workplace, attending delegate training, representing members and attending regional and national PSA and union forums, as agreed between the Ministry and the PSA. Adequate forward notice of workplace absences will be provided by the delegate to their manager and approval for absences will be subject to the Ministry's operational requirements. Release of delegates will not be unreasonably withheld.
- 2.7.5 Processes will be established and maintained to enable delegates and managers to meet regularly.

2.8 Union Responsibilities

The Union shall:

- Work with the Ministry to achieve its business strategy
- Contribute positively to quality workplace relations

- Maintain open and regular communication with the Ministry
- Promote the speedy resolution of problems
- Provide leadership and representation for its members

2.9 Engagement and Consultation

2.9.1 The Ministry and the PSA are committed to building a strategic and effective relationship, and the Ministry is committed to ongoing consultation with the PSA and its employee members.

2.9.2 To this end, the Ministry and the PSA will meet nationally, regionally or locally on a regular basis, to discuss issues of mutual interest.

2.9.3 The Ministry agrees to formally notify the PSA about any organisational review, which is likely to result in significant changes in the organisational structure, staffing or work practices affecting staff. Where a decision to make a change or undertake a review is beyond the control of the Chief Executive, formal notification will be made as soon as possible after the decision is announced.

2.9.4 In addition to these provisions, the Ministry and the PSA will jointly establish a Relationship Engagement Agreement and a joint People and Performance and PSA Annual Workplan. The Relationship Engagement Agreement will be reviewed jointly following PSA National Delegate elections, which occur once every two years. Any previous relationship agreement remains in effect until a new agreement is reached

2.10 Business Principles

The parties commit to achieving these business principles:

- Providing effective, efficient and responsive services
- Exceeding the expectations of customers and stakeholders
- Gaining the total confidence of the community
- Having a flexible and skilled workforce.

2.11 Employer Responsibilities

The Ministry shall:

- Engage in two-way and open communication with employees
- Encourage skill development and reward high performance
- Pursue quality in management processes, jobs and delivery of service
- Promote flexibility and efficiency to meet customer needs
- Encourage an environment where work arrangements are flexible
- Recognise the need to balance personal and work commitments
- Engage with employees about working arrangements that involve employees working in other locations.

2.12 Employee Responsibilities

Employees shall:

- Be honest, diligent and perform to the best of their ability.
- Work as a team to achieve the best possible outcome.
- Be flexible about performing reasonable alternative duties.
- Act professionally with customers and service providers.
- Be responsible for personal development and participate in opportunities offered by the Ministry.
- Comply with the Public Service and Ministry Codes of Conduct.

3 Hours of Work

3.1 Work/life balance and Workload principles

- 3.1.1 The Ministry recognises its responsibility to provide a safe working environment that promotes work/life balance and does not place unreasonable demands on employees, while meeting the Ministry's responsibilities to Government and the people of New Zealand.
- 3.1.2 In many locations, it may be necessary to have core hours of work to ensure coverage at certain times of the day. The Ministry supports employees balancing personal and family commitments with their working responsibilities, whilst ensuring that operational or business needs are met. This requires flexibility and co-operation by both the Ministry and employees as described in clause 3.3 Flexible working.
- 3.1.3 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.
- 3.1.4 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, health safety and wellbeing representative, or People and Performance representative may be appropriate.

3.2 Standard hours

- 3.2.1 The Ministry's focus is on providing a supportive work environment and encouraging employees to take personal responsibility for their work and performance.
- 3.2.2 You are expected to work the hours reasonably necessary to achieve your individual objectives and generally meet the responsibilities of your position.
- 3.2.3 For a full-time employee, this will normally involve 40 hours per week, however, you are employed on the basis that it may be necessary for you to work additional hours. You should also ensure that you take breaks during the day.
- 3.2.4 It is not the Ministry's expectation that you will be required to work excessive hours for prolonged periods as the Ministry recognises the importance of work/life balance.
- 3.2.5 Employees in management positions are not entitled to overtime payments. However, where approved additional hours are worked, time off in lieu (TOIL) on the basis of one hour's leave for each hour worked may be agreed.
- 3.2.6 Where TOIL is approved, the manager and employee will agree when the TOIL is to be taken. This should ideally be within one month of the TOIL being earned. All TOIL should be taken before annual leave is taken. If the employee and manager cannot agree on when the TOIL will be taken, the manager may direct the employee to take TOIL by providing the employee with at least 14 days' notice.

3.3 Flexible Working Principles

The parties recognise that flexible working is an integral element of the aims of the Gender Pay Principles to reduce the Gender Pay Gap. It also gives all employees real choices to support their work life balance while supporting the Ministry to achieve its goals.

The Ministry has developed a set of [six guiding principles](#) which inform our flexible working approach.

The Ministry's principles and how they are operationalised are guided by those agreed by Te Kawa Mataaho - Public Service Commission (PSC) and Public Service Association (PSA) as listed below:

1. If not, why not? All roles are treated as flexible unless there is a genuine business reason for a role not to be. Flexibility is equally available to women, men and gender-diverse employees, irrespective of the reason for wanting it. Working flexibly does not undermine career progression or pay.
2. Works for the role. Every role should be suitable for some form of flexibility but not every type of flexibility will work for every role. Genuine business reasons may mean that some types of flexibility cannot be implemented for some roles.
3. Works for the ministry and teams. Flexible working should not be viewed as something which is just agreed between an employee and manager. This means that the impact of flexible arrangements should be considered on teams, and the Ministry as a whole.
4. Requires give and take. Flexibility requires give and take between the employee, manager and team. It also places collective obligations on employees, managers and teams to be open and adaptable so that it works for everyone.
5. Mutually beneficial. Flexible working needs to work for the Ministry, its teams and employees. Consideration should be given to how flexible work arrangements can maintain or enhance service delivery and the performance of the Ministry, its teams and employees. It should not result in increased workloads for employees working flexibly, or for other team members who are not.
6. Actively championed by leaders. Leaders support, champion and role model flexible working for their teams and themselves.

The Ministry will work in partnership with PSA in the Gender Pay Gap Action Plan Steering Group to operationalise the Flexible Work principles.

4 Remuneration

4.1 Gender Pay Principles

The Ministry will work with the PSA to operationalise the State Sector Gender Pay Principles within the Ministry (www.women.govt.nz/GenderPayPrinciples), in order to ensure the work environment, including remuneration, is free from gender-based inequalities.

These are:

- Freedom from bias and discrimination - Employment and pay practices are free from the effects of conscious and unconscious bias and assumptions based on gender.
- Transparency and accessibility - Employment and pay practices, pay rates and systems are transparent. Information is readily accessible and understandable.
- Relationship between paid and unpaid work- Employment and pay practices recognise and account for different patterns of labour force participation by workers who are undertaking unpaid and/or caring work.
- Sustainability - Interventions and solutions are collectively developed and agreed, sustainable and enduring.
- Participation and engagement - Employees, their unions and agencies work collaboratively to achieve mutually agreed outcomes

4.1.1 Gender Pay Gap Action Plan

The parties will take affirmative steps to eliminate the Gender Pay Gap through continuing to work together on the Ministry of Justice's Gender Pay Gap Action Plan.

In operationalising the Gender Pay Principles we will work in partnership in a joint Gender Pay Gap Action Plan Steering Group to identify strategies and actions and set timeframes and targets for these strategies and actions.

4.2 Remuneration

The pay ranges applicable to employees bound by this Agreement are contained in Appendix D. The job groupings that are paid within each pay range are contained in Appendix C.

The remuneration adjustments that will apply during the term of this agreement are as set out below:

4.2.1 Pay Progression 2020

Pay progression for 2020 is detailed in the Terms of Settlement.

4.3 Pay progression 2021 and beyond

4.3.1 Pay progression will be applied to employee salaries effective 1 July of the relevant year, using the following criteria:

- 4.3.1.1 Progression for those on and up to 99% of the pay range is a 2-step progression in salary.
- 4.3.1.2 Progression for those on 101% and, up to and including 109% of the pay range is a 1-step progression in salary.

4.3.2 Following any pay progression under 4.3.1 if an individual receives an 'outstanding performer' annual performance rating, they will be eligible for a further salary increase up to the maximum of their salary band. If the individual's salary is on or below 109% of the pay range this will be in the form of an additional step. If the individual's salary is on or above 111% of the pay range this will be calculated at 1% of the range midpoint.

4.3.3 Pay Progression will not apply where:

- An employee is employed by the Ministry after 1 April in the relevant year;
- An employee has had career progression after 1 April of the relevant year and received a pay increase as a result;

- An employee has received an Out of Cycle increase after 1 April of the relevant year;
 - and that Out of Cycle increase was not as a result of gender pay remediation;
- An employee has been appointed to a different role at the Ministry after 1 April and received a pay increase as a result;
- Fixed term employees have not been in their current position for more than 12 months at 30 June of the relevant year;
- An employee is on a Performance Improvement Plan (PIP) as at the date on which pay progression is effective (1 July).

4.3.4 Employees who do not receive Pay Progression because they are on a PIP, and whose performance later improves so they are no longer on a PIP will receive Pay Progression from the pay period following formal notice that the PIP has ended.

4.3.5 An employee who does not receive Pay Progression effective 1 July because they are on a PIP will nevertheless receive any applicable pay range movement (e.g. across the board increases), thereby maintaining their position in range.

4.4 Higher Duties

The Ministry is committed to fairly recognising staff who take on additional responsibility while 'acting up' in a higher position. Where an employee undertakes duties in a higher salaried position for at least ten consecutive working days they shall receive an allowance calculated in accordance with the following principles:

- the difference between the employee's current base salary and 85% of the band of the higher position; or
- up to 5% of the employee's current base salary, if the employee's current base salary is higher than 85% of the higher position's band but the duties required of the employee are more complex than the employee's substantive position and requires the employee to assume more responsibility or exercise higher level delegations.

The allowance may be proportionally reduced if the employee is not expected to perform the full range of duties of the higher-level position.

5 ***Expenses***

5.1 An employee who incurs management-approved expenses in the course of duties for the employer is entitled to reimbursement of these costs including actual and reasonable travel and accommodation costs. The employee should provide receipts for costs incurred.

6 Leave/Holidays

Employees can obtain further information about their entitlements under the Holidays Act 2003 (and any subsequent amendments) from the Ministry of Business, Innovation and Employment.

6.1 Service recognition for leave purposes

The crediting of previous service provisions contained in this section apply to PSA members only.

- 6.1.1 The Ministry will recognise prior service from 13 May 2003 with other departments of the Public Service (as specified in the 2nd Schedule of the Public Service Act 2020), New Zealand Police (as part of the Justice Sector) and with any Crown Entity (excluding District Health Boards and the Education service as defined in the Public Service Act 2020 (e.g. School Boards of Trustees and Tertiary Education Institutions)), for the purposes of calculating continuous service for leave entitlements.
- 6.1.2 There will be no recognition of previous service for the purpose of calculating leave entitlements where that service was followed by a 15 month break in service (except where the break in service was for childcare of up to 4 years – see 6.1.7) or where that service ended with a redundancy/severance payment.
- 6.1.3 Leave for which continuous service is recognised is annual, long service (subject to 6.1.9, below) and parental leave. For fixed term employees only, previous service is also recognised for sick and domestic leave entitlement.
- 6.1.4 Previous service recognised as a result of the coming into effect of the Public Sector Common Employment Provisions for the purposes of service recognition in the Ministry will not be recognised prior to 13 May 2003.
- 6.1.5 Where continuous service was already recognised by the Ministry for a particular entitlement prior to the introduction of the public service common leave provisions, then that service will continue to be recognised for that purpose.
- 6.1.6 Continuous service after 13 May 2003 will be deemed to be broken after 15 months' break in service or where the service ends with a redundancy/severance payment. A break in service of over 3 months and less than 15 months' interrupts but does not break service. Where a break in service is less than 3 months, the service is considered continuous.
- 6.1.7 Continuous service after 13 May 2003 will be interrupted but not broken if the break in service was for childcare, so long as that break in service was not more than four years.
- 6.1.8 For the purposes of recognising service the employee will be required to provide evidence of prior service, including long service leave taken in any previous entitlement and confirmation that the service did not end with a redundancy/severance payment. The employer will maintain a record of this prior service for the purposes of calculating leave entitlements.

6.2 Annual Leave

Previous service may be credited to determine an employee's annual leave entitlement, see section 6.1, above.

- 6.2.1 Annual leave entitlements are pro-rated for part-time employees.

- 6.2.2 All permanent employees will have an annual leave entitlement of 4.4 weeks per annum for the first five years of service, increasing to 5 weeks per annum in the sixth and subsequent years.
- 6.2.3 Fixed term employees will have entitlement to 4 weeks' annual leave per annum.
- 6.2.4 Leave may be accumulated beyond one year's entitlement by agreement between the manager and the employee, where a plan is in place for use of the accumulated leave. Where such a plan is in place, agreement will not be unreasonably withheld.
- 6.2.5 The timing of annual leave will be decided by agreement, taking into account work requirements and employees preferences and recognising that managers may require leave to be taken where more than one year's entitlement has accrued and no agreement has been reached on further accumulation, as per 6.1.3 above.
- 6.2.6 Approval to accrue up to two years' annual leave entitlement may be given where a specific plan to take that leave is agreed with your manager.
- 6.2.7 Where any office is open on the days between Christmas and New Year, these are normal operating days. However, where any office is closed for the days between Christmas and New Year, the employees working in that office will be required to take the days in-between as annual leave. Where an employee has no leave available, those days shall be either anticipated annual leave or leave without pay.
- 6.2.8 Approved annual leave will usually be paid as part of the normal pay cycle. However, it will be paid in advance where this is requested by the employee by giving notice of their request at least 14 days in advance of the leave being taken.
- 6.2.9 Salary trade for additional annual leave will be provided for and applied by agreement between the manager and the employee. Where a salary sacrifice for additional annual leave is agreed between the manager and the employee, the value of that additional leave will form part of total remuneration for salary purposes.
- 6.2.10 Periods of illness or injury during annual leave can be re-credited to the employee's annual leave entitlement by agreement between the employer and the employee.
- 6.2.11 An employee may anticipate up to 10 days' annual leave by mutual agreement with the employer, taking into account work requirements and personal preferences. Where an employee's employment ends and the employee has a negative annual leave balance as a result of anticipated annual leave, the employer may deduct the overtaken leave from any final pay owing. Where recovery from the final pay is not possible, the employee will pay the balance owing directly to the employer.

6.3 Public Holidays

6.3.1 Public holidays are as follows:

- Christmas Day
- Boxing Day
- New Year's Day
- Second day of January (or some other day in its place)
- Waitangi Day
- Good Friday
- Easter Monday
- Anzac Day
- Queen's Birthday
- Labour Day
- Anniversary Day (or some other day in its place).

6.3.2 Where the Christmas, New Year's, Waitangi or Anzac holidays fall on a Saturday or Sunday and this is a working day for the employee, the relevant holiday will be treated as falling on that day. Where the Christmas, New Year's, Waitangi or Anzac holidays fall on a Saturday or Sunday and it is not a working day for the employee, the relevant holiday will be "Monday-ised" i.e. observed on the following Monday and Tuesday.

6.3.3 Employees agree to work on public holidays where operational needs require. Where employees are required to work on a public holiday, they will be paid time and a half (T1½) for the hours worked. In addition, where the public holiday is an ordinary working day for the employees, they will be entitled to a paid day off in lieu, to be taken at an agreed time.

6.3.4 For employees who do not work on public holidays, they shall be paid their usual salary for that day, where that day would otherwise have been a working day.

6.3.5 **Statutory Public Holidays for Rostered Workers**

Where a full-time employee's days of work are usually determined by a roster and a Statutory Public Holiday falls on a day where the employee is not rostered to work, they shall be granted an alternative day in lieu. The intent of this clause is for all full-time rostered workers to attain the equivalent of 11 Statutory Public Holidays.

Such days are not Alternative Holidays under the Holidays Act 2003 and will not be paid out at the end of the employee's employment with the Ministry.

Generally, the day in lieu of the public holiday should be taken within a month of entitlement and before any annual leave. Where genuine and urgent operational needs mean this is not possible, the day in lieu is to be taken not more than 12 months from it falling due.

Where the employee and their manager cannot agree on the day that the alternative holiday will be taken, the manager will make the final determination

6.4 **Sick and Domestic Leave**

The Ministry supports employees taking reasonable time off work to recover from genuine illness or to care for a dependant family or household member who is sick.

6.4.1 From time to time you may need to be absent from work because of your own illness or injury, or you need to care for a dependent when they are ill (see domestic leave below).

6.4.2 Permanent employees are entitled to actual and reasonable sick leave for their own illness or to care for a dependant family or household member who is sick.

6.4.3 Fixed term employees shall be entitled to 10 days' sick leave per year for their own illness or to care for a dependant family or household member who is sick.

6.4.4 In these situations the Ministry supports you taking reasonable time off and its general policy is that your normal salary will continue during approved absence(s). This requires both you and the Ministry to manage your leave responsibly and in particular only use leave in situations where you are genuinely unwell.

6.4.5 In order for your absence to be approved as paid leave you are required to provide information to your manager as to the nature of your illness or absence and the likely timeframe for your return to work. If you are likely to be away for a prolonged period you must maintain regular contact with your manager and provide sufficient information regarding your situation so that others can be designated to manage your work during your absence as required.

- 6.4.6 Subject to the minimum requirements of the Holidays Act 2003, the Ministry reserves the right to set a limit on paid leave if you fail to demonstrate that you are responsibly managing this leave provision. This may include situations where your manager has cause to question the genuine nature of your absence, the length and /or frequency of your absence or you fail to provide sufficient information for your manager to determine whether paid leave is appropriate. If the situation requires, you may be required to undertake a medical examination to assess your health, safety and ability in the performance of your duties.
- 6.4.7 You are entitled to leave on pay to care for your partner, dependent child or parent, other family members in your household or other close relatives, who through illness or injury, have become dependent on you.
- 6.4.8 You shall provide the employer with full details of the dependent person's medical condition and prognosis. In addition, the employer may require medical confirmation of the dependent's illness and details from the dependent's medical practitioner about the condition and its prognosis.
- 6.4.9 In situations where the illness is prolonged, the provision of leave on pay will be reviewed by the employer and may cease following consultation with the employee.
- 6.4.10 Where you are required to provide longer term care for a dependent, as described above, and the Ministry, after consultation with you has determined that paid sick/domestic leave is no longer reasonable, the Ministry may approve leave without pay where this is appropriate on compassionate grounds.
- 6.4.11 In these circumstances, the Ministry will provide limited job protection for up to 6 months. Where operationally possible and practical, the Ministry will endeavour to hold open your job for you on your return. If this is not possible, should you be available to return to work within 6 months, the Ministry will, in consultation with you, consider placing you in a similar suitable role at the same level as your previous role where this is possible.
- 6.4.12 Should the Ministry be considering filling your role on a permanent basis at any time during the approved period of leave without pay, the Ministry will consult with you, and give you the opportunity to return to work, before a final decision is made.
- 6.4.13 Where the Ministry has been unable to place you in a suitable role, you will receive 1 month's unpaid notice of the end of your employment.

6.5 Bereavement/ Tangihanga Hura Kōhatu / Whakatahe/ Miscarriage Leave

Employees shall be entitled to paid leave to discharge obligations or pay respects to a deceased person with whom there has been a close association.

- 6.5.1 Such obligations may exist because of family ties or due to particular cultural requirements.
- 6.5.2 The amount of time required for this leave shall be agreed in advance by the employee and their manager. Additional time for travel will also be considered.
- 6.5.3 Where an employee or an employee's partner suffers a whakatahe/miscarriage during the pregnancy, or a stillbirth, paid bereavement leave will be granted for a reasonable period of time as agreed between the employee and their manager. This will be in addition to any sick leave taken under clause 6.4.
- 6.5.4 Employees will be entitled to a minimum of three days paid bereavement leave on the death of a close relative.

- 6.5.5 A minimum of one day's paid leave will be provided on the death of any other person if the employee's manager accepts that the employee has suffered bereavement.
- 6.5.6 Employees will be entitled to a minimum of one day's paid leave to attend Hura Kōhatu (unveiling).

6.6 Parental Leave

Previous service may be credited to determine an employee's parental leave entitlement, see section 6.1, above.

The Parental Leave and Employment Protection Act 1987 (PLEPA) shall apply with the following additional benefits:

- 6.6.1 In regard to adoption these provisions also apply to whāngai (a person adopted in accordance with Tikanga Māori). Entitlement to these provisions is subject to the employee meeting any reasonable request from the Ministry for relevant information.
- 6.6.2 Employees with less than 12 months' service, who meet the eligibility requirements, shall be entitled to unpaid parental leave of up to 26 weeks.
- 6.6.3 Employees with 12 or more months' service, who meet the eligibility requirements, shall be entitled to unpaid parental leave of up to 78 weeks.
- 6.6.4 Employees who are entitled to unpaid parental leave may apply to their manager for a one-off payment, equivalent to 6 working weeks' salary calculated at the salary rate applying before the leave started, which is payable if the employee returns to work at the end of the leave and completes a further three months' service. If an employee takes parental leave of less than six weeks, they shall receive the proportion of the payment that the leave represents in working days. Where both parents are employees in the Ministry, only one such payment will be available. Payments will be made on a pro rata basis if the employee was working part time before the leave started.
- 6.6.5 Under the PLEPA female employees are entitled to up to ten days' unpaid leave during pregnancy for reasons connected with their pregnancy. As an enhanced benefit, female employees are entitled to five of those days as paid leave (pro-rata for part time employees).
- 6.6.6 Employees continue to accrue annual leave during a period of parental leave. The Ministry will pay all annual leave taken following the return from parental leave on the basis of the employee's ordinary pay. Where the provisions of the Parental leave and Employment Protection Act 1987 give a higher rate of payment (i.e. payment on the basis of the employee's average weekly earnings for the 12 months), the Act will apply.

Further information about parental leave entitlements can be found in the Parental Leave policy.

6.7 Long Service Leave

Previous service may be credited to determine an employee's long service leave entitlement, see section 6.1, above.

- 6.7.1 Permanent employees will become entitled to one week of long service leave after completing five years' continuous service with the Ministry, and another one week of long service leave for each subsequent five years of service.

6.7.2 Each entitlement of long service leave must be taken within five years of the entitlement arising, at a time agreed between the employee and their manager. Payment will be calculated at the salary rate applying at the time the leave is taken. Long service leave will not be paid out at the end of the employee's employment with the Ministry.

6.7.3 Employees will become entitled to their first long service entitlement with the Ministry after the earlier of:

- 5 years' continuous service with the Ministry (1-week entitlement), or
- 10 years' continuous service including recognition of prior service with other departments of the Public Service or any Crown Entity (2-week entitlement, less any long service leave previously taken).

6.7.4 PSA members only may choose to receive a gratuity in lieu of long service leave.

6.8 Voluntary military service

6.8.1 Volunteer Military Service leave shall be allowed in accordance with the Volunteers Employment Protection Act 1973 (including any amendments or replacement) and the provisions of that Act will apply with the following additional benefits.

6.8.2 If an employee is eligible for protected voluntary training under that Act, they will be entitled to paid leave of up to 12 weeks for initial training, and then up to four weeks' paid leave per year for further training.

6.8.3 An employee will relinquish their entitlement to either Ministry salary or military pay and may be paid one organisation only in respect to this service.

6.8.4 Leave without pay of up to twelve months will be made available to employees undertaking peacekeeping duties.

6.9 Special leave

6.9.1 Special paid leave may be granted at the Ministry's discretion. Discretionary paid leave will be paid at base salary. The following are examples of when special paid leave may be considered:

- adverse or major events, e.g. natural disasters
- if an employee is to receive an honour, award or qualification
- attendance as a competitor or accredited official representing New Zealand in a sporting or cultural event
- urgent personal circumstances where other forms of leave are not appropriate or available

6.9.2 Adverse Events

In the event of an adverse or major event e.g. a natural disaster, a pandemic, severe weather events or an emergency situation, the Ministry in its incident management response, will consider:

- Safety and security of staff
- Advice from relevant authorities
- Operation of essential services
- Security of property, assets and records
- Maintenance of business operations, as far as is reasonably practicable
- Any other relevant information

6.9.3 (a) In the event that a decision is made to close a worksite and where employees are available and willing to work but where no other alternative working arrangement is practicable, special paid leave as per 6.9.1 will be granted.

(b) When conditions make travel to work inadvisable or where a concern for personal safety is raised with the manager, it may be agreed that it is more appropriate for the employee to work from home or at another suitable location. Where this is not possible, special leave may be granted at the Ministry's discretion as per 6.9.1.

6.10 Discretionary leave without pay

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

6.10.2 All annual leave will be expected to be taken prior to the commencement of extended leave without pay.

6.10.3 Approved discretionary leave without pay for periods in excess of one month will be regarded as extended discretionary leave. For extended discretionary leave without pay of more than one month and up to three months, the position will be held open and service will be interrupted but not broken.

6.10.4 For extended discretionary leave without pay of more than three months, the employee is not guaranteed placement in either the same job or a new job at the end of the period of leave. If a suitable position is found, their service will then be treated as interrupted but not broken if the break is less than 15 months. If no job is found before the end of the approved leave the employment will terminate. The last day of service will be recognised as the original date that the extended leave commenced.

6.10.5 Where an employee has been on leave without pay for more than 35 days (including non-work days), accrual of annual leave will cease for the remaining period of special leave.

6.11 Study Leave

6.11.1 An employee may be granted leave to undertake a programme of study as agreed with the employer. 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.

6.11.2 In determining the support for study, the employer in consultation with the employee, will take into account:

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

6.12 Employment relations education leave (EREL)

6.12.1 The Employment Relations Act 2000 (Part 7) provides for an amount of EREL based on union membership.

6.12.2 The parties may agree any additional days over and above the minimum provided for in the Act.

7 Performance Development

7.1 At the beginning of each performance year your Manager will work with you on a personal performance and development plan to identify your goals and objectives for the year.

7.2 Your manager will review your performance and personal development with you every six months. This review will provide the opportunity for you to discuss any concerns or issues with your Manager and to receive personal feedback regarding your progress and work performance.

7.3 The Ministry encourages all employees to take personal responsibility for their work and performance and your performance review provides an opportunity for you to discuss progress in your work programme with your Manager.

7.4 It is important that you discuss your career objectives with your Manager so that, where possible, training and development may be provided.

7.5 The Ministry's current remuneration system has a link to individual work performance and your remuneration will be reviewed annually on this basis and in accordance with the Ministry's remuneration policy.

8 Learning and Development

8.1 The Ministry is committed to creating a people management environment where the focus is on enhancing capability and supporting our people to build successful and rewarding careers.

8.2 This will enable the Ministry to meet the needs and expectations of stakeholders and continuously improve the quality of the service it provides by ensuring we have the capability and capacity needed to meet the expectations of New Zealanders in delivering first class justice services.

8.3 The Ministry will value and prioritise development – promoting and supporting learning as a constant for everyone. Career and personal development will be a strong focus within the Ministry.

8.4 We will endeavour to ensure that every employee has access to a range of development opportunities that ensure they have the skills needed to perform effectively in their role, and to develop new skills for future roles. People will take responsibility for their own learning and development and will have the support and tools to enable them to do this.

8.5 The Ministry recognises that our managers and team leaders are critical to our success.

8.6 We will ensure they have the skills necessary to be successful in their roles and encourage and support them in continually developing their leadership and management skills.

8.7 We will work to clearly define management structures and career paths and focus on ensuring we have the management and leadership capability necessary to lead us into the future.

8.8 We will work in partnership with our managers and team leaders to identify development opportunities that contribute to their success as a leader and supporting their career aspirations.

8.9 To achieve this, the Ministry will develop a comprehensive range of learning and development opportunities for managers and team leaders.

9 Personal/Professional Development Leave

9.1 In addition to the opportunities provided to managers and team leaders through the Ministry's Manager Capability Strategy, and the Ministry's other learning and development policies and programmes, all team leaders and managers will receive two paid personal/professional days per annum.

9.2 These days can be used for any personal or professional development activity that is agreed between the team leader/manager and their manager.

9.3 To apply for the personal/professional development days you should make a request to your manager stating the development activity you wish to undertake and the expected benefits for you and for the Ministry. All personal/professional development leave must be approved prior to it being taken.

10 Wellbeing

10.1 Good Employer

- 10.1.1 The Ministry undertakes that in all its dealings with its employees it shall act as a good employer. In this regard 'good employer' means that employees will be treated fairly, justly and properly in all aspects of employment.
- 10.1.2 The Ministry is committed to the fair and proper treatment of employees in all aspects of their employment, including the provision of:
- Good and safe working conditions
 - An EEO programme to facilitate the impartial selection of suitably qualified persons for appointment.
 - A transparent recruitment process.
 - Recognition of the aims and aspirations, employment requirements and involvement of Maori in the public service.
 - Opportunities for the enhancement of the abilities of individual employees.
 - Recognition of the aims and aspirations and cultural differences of minority groups.
 - Recognition of the employment requirements of women, and persons with disabilities.

10.2 Health and Safety

- 10.2.1 The Ministry is committed to providing a healthy and safe working environment for all employees and complying with the principles of the health and safety legislation and any relevant Codes of Practice.
- 10.2.2 Taking reasonable care for your own health and safety and that of others at work and ensuring that any accidents and/or health and safety issues are reported to management in the appropriate manner, is part of your role in maintaining a safe and healthy workplace. The Ministry is in turn responsible for ensuring that health and safety issues are acted upon in a timely and appropriate manner.
- 10.2.3 You are required to actively participate in the continuous improvement of health and safety in your workplace. You will make yourself aware of the emergency procedures for your workplace, you will actively participate in any representative structures and undertake health and safety training as required by the Ministry.

10.3 Family Violence

- 10.3.1 The Ministry recognises that when employees experience family violence in their personal life, their attendance, performance, or safety at work may be affected.

The Ministry supports employees who experience family violence to raise it and work together with them to identify practical measures or actions that may be taken to support the employee at work, after taking into account the employee's personal circumstances. For example:

- changes to their span or pattern of working hours, location of work or duties (including options that may be available under existing provisions for flexible work arrangements);
 - a change to their work telephone number or email address; and other appropriate measures agreed between the Ministry and the employee.
- 10.3.2 The Ministry is committed to supporting employees affected by family violence. As per the Domestic Violence - Victims' Protection Act 2018, employees affected by domestic violence, including those who are supporting a child that has experienced domestic violence and who lives with them at least some of the time, are entitled to

10 days paid leave per annum. This is recorded as paid special leave for the purpose of maintaining confidentiality.

- 10.3.3 Additional paid special leave may be granted at the Ministry's discretion, where it is deemed appropriate in the circumstances. Such circumstances may include situations where an employee is supporting a family member.
- 10.3.4 Information related to an employee experiencing family violence shall 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.
- 10.3.5 Employees experiencing family violence will have access to our Family Violence Contact People who can connect them with Family Violence agencies for specialist support.

10.4 Visual and Hearing Health

- 10.4.1 Permanent employees are entitled to be reimbursed by the Ministry for the cost of a hearing or an eye test.
- 10.4.2 Where the test shows that hearing aids or glasses are required for work purposes, the Ministry will make a contribution towards the cost of hearing aids, glasses or contact lenses.
- 10.4.3 The maximum cost that the Ministry will reimburse under clause 10.4.2 will be \$300.00 including GST.
- 10.4.4 Reimbursements are not available to any employee who has received a reimbursement within the previous two years.

10.5 Employee Assistance

- 10.5.1 The Ministry provides an employee assistance programme which is available to all employees, at all levels, on a voluntary basis.
- 10.5.2 The programme is a means by which an employee whose work performance has, or may become, affected by a personal problem, can be assisted.
- 10.5.3 Receiving such assistance will in no way be detrimental to career prospects.

11 Workplace Relationships

11.1 Discipline and Dismissal

11.1.1 All employees are required to adhere to the standards of conduct and performance as detailed in policy and the Code of Conduct.

11.1.2 The Ministry shall operate a policy to apply where disciplinary action is taken against an employee. That policy will ensure that consistent practices exist for managing unacceptable behaviour and poor performance in a fair and equitable manner.

11.2 Employment Relationship Problems

An employment relationship problem can be defined as:

- Where you believe your employment agreement has not been followed or properly applied
- Where you are unsure about your employment status
- Where you have not been paid what you believe you should have been for work done
- When you have not been allowed to participate in union meetings or to take union education leave
- Where you believe you have been treated unreasonably, unfairly or have been discriminated against for any reason

11.3 Resolving Employment Relationship Problems

11.3.1 The first step towards resolving an employment relationship problem is to talk to your manager about it. You may do this with the support and advice of your union delegate or organiser.

11.3.2 The Ministry and PSA are committed to working to resolve employment relationship problems as quickly and informally as possible.

11.3.3 If your employment relationship problem cannot be solved informally through the Ministry, you can use the more formal process that is offered by Mediation Services.

11.4 Personal Grievances

11.4.1 Under the Employment Relations Act 2000, you may have a personal grievance if you have been:

- Unjustifiably dismissed
- Disadvantaged
- Discriminated against
- Sexually harassed
- Racially harassed
- Put under duress because of your involvement or non-involvement in union activities

11.4.2 You have 90 days to raise a grievance from the time the event, which caused the grievance, occurred.

11.4.3 In exceptional circumstances you may have longer than 90 days to put a grievance to your employer.

11.4.4 You can approach your union delegate or organiser for advice, assistance and/or support if you believe you have a personal grievance.

11.5 Disputes

11.5.1 A dispute will generally occur when you disagree with the way your employment agreement has been interpreted or applied.

11.5.2 You should raise any issues of this nature with your manager and union delegate/organiser as soon as practicable.

11.6 Formal Resolution Processes

11.6.1 Any dispute, grievance or relationship problem not resolved through informal process can be raised formally with Mediation Services by the employee, union or employer. A mediated process is a necessary pre-cursor to any further litigation. All effort must be made by the parties to resolve issues at the lowest level.

11.6.2 If resolution is not reached by mediation, the problem may be raised in the Employment Relations Authority. Authority decisions can be appealed in the Employment Court.

12 Ending employment

12.1 Notice

- 12.1.1 One month's notice of termination must be provided in writing, except where the employee is being dismissed for serious misconduct in which case no notice is required. A lesser period of notice may be agreed.
- 12.1.2 The Ministry may pay out an employee's notice instead of requiring them to work during this period. Where an employee fails to provide the required notice, payment in lieu may be deducted from any salary or other money which the Ministry would otherwise be required to pay to the employee.
- 12.1.3 Where the employee is absent from work for a period of five working days without explanation or without good cause, they shall be deemed to have abandoned their employment.
- 12.1.4 Where an employee has made, or is considering making, a decision to leave the workforce, the Ministry will provide support to the employee in relation to that transition.

12.2 Medical Retirement

- 12.2.1 Where an employee has been unable to attend work for a prolonged period, the Ministry will assess, in consultation with the employee, whether it can reasonably continue to hold the employee's position open. If the Ministry decides that it can no longer hold an employee's position open, the following processes will apply:
- 12.2.2 Before any decision is made about ending an employee's employment for medical reasons, alternative options shall be considered including reduced hours, light duties or alternative positions.
- 12.2.3 The Ministry may ask the employee to undergo a medical examination by an appropriate medical practitioner nominated by the Ministry, at the Ministry's expense. As far as practicable, the Ministry will take into account the employee's wishes regarding a preferred medical practitioner.
- 12.2.4 The employee understands that the Ministry may provide the medical practitioner with information relevant to the performance of their role for consideration of the medical assessment. This information shall be verified by the employee prior to it being given to the medical practitioner.
- 12.2.5 Before any report is provided to the Ministry from the medical practitioner, agreement for its release must be gained from the employee. The employee should consider whether sufficient relevant information from the medical assessment is disclosed. This may include the employee's condition, prognosis, the likely date of return to work, whether or not the employee will be able to resume full previous duties, and any limitations relating to the tasks which the employee is able to perform.
- 12.2.6 At any point the employee can provide a second opinion from an independent medical practitioner for consideration before any final decisions are made.
- 12.2.7 Where the Ministry and the employee agrees that the employee should retire for medical reasons, the employee shall be entitled to 65 days' salary where they have attained a minimum of three years' service at or before the date of retirement.
- This entitlement will be pro-rated for part-time staff.
 - The exception to pro-rating will be where the employee has reduced their hours to work part time within 12 months of the date of medical retirement and it has been documented at the time of the reduction in hours that the employee is

reducing their hours as a result of a medical condition. In such circumstances the calculation will be based on the employee's hours of work prior to the reduction in hours.

- Service of less than three years shall be entitled to a prorated number of days. Recognised service will be in accordance with clause 6.2.

12.2.8 In some circumstances, following the above process the Ministry may determine that it will end an employee's employment on medical grounds. The payment provided for in 12.2.7 will apply in these circumstances.

12.3 Compassionate Grants

If you are a permanent employee and you pass away while employed with us, your family may be eligible for a discretionary grant to assist with funeral expenses. More information is available on our intranet.

13 Management of Change

13.1 Change Principles

The parties recognise and agree that the process of change is ongoing and that the best change is made with effective engagement with the workforce the change may affect.

Change may be brought about by:

- the impact of Government policy or legislation.
- the organisation looking for continuous improvement to quality and delivery of service. For example, the assessment and development of better work practices, structures, technology or processes.
- employees proposing changes in work practices.

13.1.1 There are positive ways in which the process of change can be approached and utilised to the benefit of all.

- Planning, prior to and during a change process, is recognised as an important part of any managed approach. This produces effective measures for dealing with the impact upon employees and the organisation.
- The Ministry recognises the PSA as a key stakeholder in managing change, and as such will engage and communicate early with PSA where change is being considered that may impact on PSA members covered this agreement.
- The consultation process will enable employees affected and the PSA to actively participate in the management of change process.
- The Ministry recognises that employees understand their own work areas and are an important resource in contributing to how to achieve good practice and the objectives of any change.
- The Ministry's aim when managing change shall always be to retain as many employees as possible.

13.1.2 Where a change proposal results in employees being affected as in clause 13.1.3 the processes in 13.3 – 13.7 will be followed.

13.1.3 Employees are 'affected' by a management of change situation where their positions are directly affected by the Ministry requiring:

- a reduction in the number of employees, and/or
- changes to employees' current positions, position location, terms and conditions.

13.1.4 Where change is less significant (e.g. a small-scale change to a reporting line, or changes to work practices which impact on employees), a full change process may not be required but clauses 13.1 and 13.2, and the principles of good communication engagement and consultation will apply.

13.1.5 Appendix B contains a Management of Change Framework which outlines the engagement process for different types of change.

13.2 Consultation

The purpose of consultation is to allow those potentially affected by the change to have appropriate opportunity to provide input and to influence the change proposal directly, and/or through the PSA.

- All relevant information must be provided at the earliest opportunity.
- Sufficient time will be allowed for all employees both directly and indirectly affected to assess the information and make considered responses.
- Communication between the Ministry, employees and PSA is open, transparent, timely and regular.

- The Ministry will genuinely consider all feedback received through consultation prior to change being confirmed.

13.3 Employee Support

13.3.1 Prior to the implementation of change, assistance to affected employees will be provided by the Ministry. This may include:

- Self-assessment
- Assessment techniques
- CV preparation
- Interview skills

13.3.2 In addition, personal counselling for employees shall be available through employee assistance programmes.

13.4 Change processes

The following processes shall apply, within a worksite, to affected employees:

13.4.1 Reconfirmation

- a) Reconfirmation is the process of confirming employees in positions where the following criteria are met:
 - the new job description is the same (or very nearly the same) as the employee's current position,
 - the salary for the position is the same (with a similar salary range and expectation),
 - the terms and conditions of employment (including career prospects) are no less favourable, and
 - the location is the same.
- b) Where there is more than one clear candidate for reconfirmation to a position, a fair selection process shall operate.
- c) Where an employee is offered reconfirmation and does not accept it, this will be deemed a resignation by the employee and no compensation for severance shall be payable.

13.4.2 Reassignment

- a) Reassignment is the process of placing employees who have not been reconfirmed into a suitable alternative position.

A suitable alternative position is one:

- where the employee accepts the offer; or
 - that involves clearly defined duties and responsibilities that are not unreasonable taking into account the employee's skills, knowledge, experience, attributes and qualifications; and
 - where the employee could be expected to carry out those duties with a reasonable amount of training and development - the nature of the training and development identified as being needed in the role offered and how this would be delivered would be discussed during the offer/acceptance process; and
 - where the location of the new position is in the same local area; and
 - where the employee's salary is in the same or a higher pay band; and
 - where the other terms and conditions are no less favourable overall
- b) The consideration of what constitutes a suitable alternative position will include the employee's personal circumstances, including career aspirations.
 - c) If an employee disagrees with the suitability of an alternative position offered they may seek urgent mediation assistance. Taking into account the mediation

- process, a reasonable period of time will be given to the employee to make a decision as to whether to accept the offer.
- d) Where an employee is offered a suitable alternative position that meets the criteria set out above and does not accept the offer then that employee will be given notice of termination by reason of redundancy but will not be entitled to receive redundancy compensation should they remain unplaced after all other options (as per 13.4.4) have been exhausted.
 - e) Where an employee is offered an alternative position that does not meet the criteria set out above and does not accept the offer then that employee will still be entitled to receive redundancy compensation, should they remain unplaced after all other options (as per 13.4.4) have been exhausted.
 - f) For the purposes of placing staff, "same local area" will be within reasonable commuting time and distance for which specific boundaries and financial assistance will be determined.
 - g) Relocation may be agreed, including any contribution to relocation costs, between the Ministry and the affected employee.
 - h) Where an employee has not been made an offer of a Suitable Alternative Position, a discussion will be held with the employee to identify the next steps for them in the process.
 - i) Where the employee agrees to accept reassignment to a lower pay band an equalisation allowance shall apply. Salary equalisation for employees who accept reassignment shall be made for 2 years where an employee is reassigned to a position at a lower salary. This shall be abated by subsequent salary increases. As an alternative, the employee may choose a lump sum payment to make up for the loss of basic pay for 2 years. An employee may decline an offer of a role with a lower salary and still remain entitled to receive redundancy compensation.
 - j) Where there is more than one clear candidate for a reassignment, the Ministry will operate a fair selection process.

13.4.3 **Non-affected employees**

The Ministry may determine that there is a need to advertise positions, which are available for reassignment, both within and outside the Ministry. Where this occurs, employees who are not affected by the change process may apply and be considered for the position(s). However, the employees who are "affected" shall have preference for appointment over a non-affected employee, in the event that their suitability for the position is assessed as being the same.

13.4.4 **Other Options**

Where an affected employee is not reconfirmed or reassigned, the following options shall be considered subject to agreement prior to severance being considered:

- (a) Special Leave – this may be with or without pay and must be agreed by the Ministry. Severance shall only be paid at the end of special leave and where the employee has not found alternative employment within the Ministry during that time. The cost of special leave on pay shall be deducted from any severance payment that the employee becomes entitled to.
- (b) Retraining - Retraining is aimed at providing employees with transferable skills for alternative employment. The cost of retraining (including fees and salary) shall be deducted from any severance payment if it is due to the employee.
- (c) Temporary work – this may be offered for a fixed term where there is temporary work available in the Ministry. At the end of that fixed term period, unless the employee has secured other employment within the Ministry, the employee shall be entitled to severance in accordance with the provisions below.

The Ministry will support any Public or State Sector redeployment processes that may be available to affected employees and facilitate access to those processes for affected staff where possible.

13.5 Severance compensation

13.5.1 If the above processes are unsuccessful, the employee will be provided with at least one month's notice of termination and shall be entitled to a severance payment as follows:

- Employees who were employed prior to 26 November 1997 will be compensated in accordance with Appendix A Redundancy Compensation.
- Employees who were employed after 26 November 1997 shall be entitled to a severance payment as follows:
 - (a) for the first complete year of service 15% of base salary
 - (b) for each subsequent complete year of service 4% of base salaryto a maximum of 26 weeks' salary.

Service for the purposes of this clause is current continuous (unbroken) service with the Ministry of Justice or Department for Courts. A break of less than three months does not constitute a break in service for the purpose of this clause.

13.6 Technical Redundancy

Where an employee is being made redundant by reason only of the sale, transfer, or lease of the whole or part of the Ministry, no compensation for redundancy is payable to the employee if offered employment with the new entity, and

- The conditions of employment offered are no less favourable than the employee's current conditions, and
- The offer is to employ the employee in a similar capacity as that in which the employee was employed by the employer, or in a capacity that the employee is willing to accept, and
- The new employer has agreed to treat service as if it is continuous.

13.7 Employee Protection

13.7.1 In this clause, "new employer", "restructuring", and "affected employee" shall have the meaning given to them in s69OI of the Employment Relations Act 2000. In particular, restructuring means where the Ministry is contracting out, selling or transferring all or part of its business.

13.7.2 Prior to the Ministry restructuring the business, it will enter into negotiations with any new employer about how the restructuring relates to affected employees, including whether they will transfer to the new employer, and if they do whether they will transfer on their existing terms and conditions of employment.

13.7.3 The process which the Ministry will follow in such negotiations is:

- (a) explaining to a new employer the Ministry's obligation to negotiate about the restructuring;
- (b) informing a new employer that the Ministry wishes to negotiate in relation to the possible transfer of affected employees to the new employer and whether employees will transfer on their same terms and conditions of employment;
- (c) putting a proposal to a new employer in relation to whether affected employees will transfer to the new employer and if so whether they will transfer on their existing terms and conditions of employment;
- (d) considering any response from a new employer; and

- (e) attempting to reach an agreement with a new employer on whether any or all of the affected employees will transfer and on what terms and conditions.

13.7.4 If, following negotiations with the new employer, some or all of the affected employees are not to transfer to the new employer, the process which the Ministry will follow is:

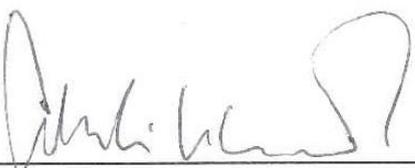
- (a) reviewing the relevant employment agreement to ascertain if it includes any entitlements for non-transferring employees;
- (b) consulting with non-transferring employees concerning what entitlements if any (such as notice, compensation, time off work to attend work interviews and/or outplacement support) are to be available to them;
- (c) putting a proposal to non-transferring employees (or some of them) about such entitlements (to the extent we consider it appropriate to do so);
- (d) receiving and considering any comments from non-transferring employees about any such proposal; and
- (e) deciding whether to make available to non-transferring employees any of the matters dealt with in the proposal, or suggested by the non-transferring employees, and informing non-transferring employees of the decision.

14 Signatories

SIGNED FOR AND ON BEHALF OF:

The Chief Executive of the Ministry of Justice - Tāhū o te Ture

Referred to as the "Ministry" or "manager"

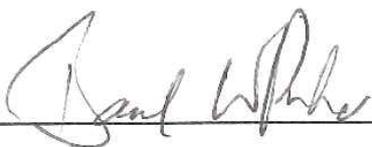


Date: 25/11/20

The New Zealand Public Service Association (Inc) Te Pūkenga Here Tikanga Mahi

- on behalf of the members who it is authorised to negotiate for

Referred to as the "PSA"



Date: 25-11-20

Appendix A – Grandparented Provisions

1. Grandparented 2017/18 pay ranges for PSA member employees employed prior to 20 November 2020

1.1 Existing employees in the following positions as at 20 November 2020 will have their 2017/18 pay range grandparented. The grandparented pay range will be individual to the employee while they remain in the position. The employee will automatically be transitioned to the new pay ranges once the maximum of the new pay bands is higher than the maximum of the grandparented pay band:

- Principal Judicial Support Officer

1.2. The grandparented pay ranges for the roles listed above are contained in Appendix D. The remuneration adjustments that will apply during the term of this agreement for grandparented roles are set out below.

2. Grandparented parental leave provision for PSA member employees employed prior to 31 May 2007

PSA members bound by the Field Staff Collective Agreement that expired on 31 May 2007 or the Team Leader Manager Collective Agreement that expired on 30 June 2007 and also bound by this Collective Agreement may choose to uplift their entitlement to a one-off payment at any time between the commencement of parental leave and three months after their return to work after parental leave.

3. Grandparented Provisions for Employees Employed Prior to 26 November 1997

1 Retiring Leave

Staff who have at least ten years' service and who leave the workforce permanently either by reason of retirement or illness shall be entitled to a payment based on their service.

The payment will be the equivalent of twenty-six days' pay after ten years' service, increasing by four days' pay for each subsequent complete year of service.

An employee who retires due to illness shall receive a minimum of 65 days' pay increasing by four days' pay for each subsequent complete year of service beyond twenty-five years' service.

2 Cessation Leave

Cessation leave payments in accordance with the following scales will be paid in addition to redundancy compensation.

5–10 years' service	22 days
10-15 years	44 days
15-24 years	65 days
25 years	69 days
26 years	73 days
27 years	77 days
28 years	81 days
29 years	86 days
30 years	90 days
31 years	94 days
32 years	99 days
33 years	103 days
34 years	107 days
35 years	111 days

36 years	116 days
37 years	120 days
38 years	125 days
39 years	129 days
40 years	131 days

increasing by four days' pay for each subsequent complete year of service.

3 Redundancy Compensation

For the purposes of these provisions, ordinary pay is defined as basic taxable salary, plus regular taxable allowances paid on a continuous basis which either attract overtime or penal payments or are paid on an hourly basis for all hours worked, plus penal payments (T1/4, T1/2, T1, and T2) or allowances in lieu thereof for those employees working shift hours of work.

Except in the case of employees on parental leave where ordinary pay shall be the ordinary pay at the time of taking leave.

(1) For all employees:

(a) (i) 29.165 percent of total ordinary pay for the preceding 12 months for employees with more than 2 years' continuous service with either or both the Department for Courts and the Department of Justice at date of termination.

(ii) 10 percent of total ordinary pay for the preceding 12 months for employees with less than 2 years' continuous service with either or both the Department for Courts and the Department of Justice at date of termination.

(b) \$1200 for one person (other than a dependant child) who is dependent on the employee and receives a gross annual income of less than \$23,445.

(c) \$2400 for each dependant child of the employee.

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

- (a) in paid employment; or
- (b) in receipt of a state benefit; or
- (c) in receipt of a basic grant or an independent circumstances grant under the Student Allowances Regulation.

Where both parents are declared surplus only one parent can claim for dependent children. It is the employees' choice as to which one claims.

These payments are regardless of length of service but are conditional on employees finishing on an agreed date.

(2) In addition to (1) above, employees with 12 months or more continuous service will receive:

NOTE: For the purpose of this provision, this means service in the State Sector as previously approved. Except that service will not be recognised if it ended with the employee accepting severance or enhanced early retirement under any restructuring/surplus staffing provisions of any department of the Public Service or Parliamentary Service.

(a) 8 percent of total ordinary pay for the preceding 12 months; except that employees with less than 2 years' continuous service with Department for Courts and the Department of Justice shall instead receive 10 percent; and

(b) 4 percent of total ordinary pay for the preceding 12 months multiplied by the number of years of continuous service minus one, up to a maximum of 19; and
(c) .333 percent of total ordinary pay for the preceding 12 months multiplied by the number of completed months in addition to completed years of continuous service, provided total service is less than 20 years.

**For all employees the maximum payment under (1) and (2) above is \$58,000.
Cessation leave is not included in this maximum payment.**

Appendix B – Management of Change framework

Management of Change Framework

Principles

12.1 Change Principles

The parties recognise and agree that the process of change is ongoing and that the best change is made with effective engagement with the workforce the change may affect.

Change may be brought about by:

1. the impact of Government policy or legislation.
2. the organisation looking for continuous improvement to quality and delivery of service. For example, the assessment and development of better work practices, structures, technology or processes.
3. employees proposing changes in work practices.

12.1.1 There are positive ways in which the process of change can be approached and utilised to the benefit of all.

- Planning, prior to and during a change process, is recognised as an important part of any managed approach. This produces effective measures for dealing with the impact upon employees and the organisation.
- The Ministry recognises the PSA as a key stakeholder in managing change, and as such will engage and communicate early with PSA where change is being considered that may impact on PSA members covered this agreement.
- The consultation process will enable employees affected and the PSA to actively participate in the management of change process.
- The Ministry recognises that employees understand their own work areas and are an important resource in contributing to how to achieve good practice and the objectives of any change.
- The Ministry's aim when managing change shall always be to retain as many employees as possible.

12.1.2 Where a change proposal results in employees being affected as in clause 12.1.3 the processes in 12.3-12.7 will be followed.

12.1.3 Employees are 'affected' by a management of change situation where their positions are directly affected by the Ministry requiring:

- a reduction in the number of employees, and/or
- changes to employees' current positions, position location, terms and conditions.

12.1.4 Where change is less significant (e.g. a small-scale change to a reporting line, or changes to work practices which impact on employees), a full change process may not be required but clauses 12.1 and 12.2, and the principles of good communication engagement and consultation will apply.

A. Policy Changes	B. Government Legislation or Policy Direction	C. Changes to 'How we Work' Process, system and technology	D. Change to Structure
<p>What - A review of a current people policy is undertaken, or a new people policy is required.</p> <p>When - As part of either in cycle or out of cycle review.</p> <p>Who - P&P ER team or Policy owner and PSA delegates who are trained in policy feedback.</p> <p>How - Information is provided by the policy owner or P&P to the PSA delegates.</p> <p>↓ There is a minimum of 1-week turnaround for feedback for policy changes, where the changes are not considered significant*.</p> <p>↓ There is a minimum of a 2-week turnaround to feedback for new policy/significant changes.</p> <p>↓ The Ministry will give genuine consideration to</p>	<p>What - The Ministry is required to introduce changes due to new legislation requirements or the impact of a change in government policy.</p> <p>When - At times of legislation changes, or government policy changes.</p> <p>Who - The P&P ER team will engage with the PSA through regular meetings such as Strategic Engagement Meeting and the National Delegate and P&P Engagement forum or as and when required.</p> <p>How - Once SLT have approved the requirement for change the PSA will be engaged with to develop an appropriate process and plan for member involvement*.</p> <p>↓ Feedback and input from the PSA will be provided through regular meetings. PSA delegates will offer support and information where</p>	<p>What - The Ministry proposes to introduce changes to 'how we work' in terms of a business improvement or continuous improvement initiative. This includes changes such as the introduction of new or a review of existing processes, systems or technology, or the Ministry identifies improvements on how quality and delivery of service can be achieved.</p> <p>Who - P&P, manager from the business and the nominated PSA delegate/s and official.</p> <p>When</p> <ul style="list-style-type: none"> • At the time the TOR are developed • Through each stage of the process <p>How - Because the work is significant and likely to be multifaceted, the work may be supported with a Terms of Reference (ToR). The Ministry will work collaboratively with the PSA to draft the ToR.</p> <p>↓ Information will be shared with the PSA at each level of</p>	<p>What - The Ministry proposes to review or change the structure of a business unit, to ensure it continues to be fit for purpose and/or align with the Ministry's strategic goals.</p> <p>Who - P&P, manager from the business and the nominated PSA delegate/s and official.</p> <p>When</p> <ul style="list-style-type: none"> • When it becomes evident that structural change may impact on members' roles; • during the design stage; • during consultation stage; and • at time of decision. <p>How - The Ministry will engage early with the PSA on any proposal to change or decision to review the structure of a business unit or a role. The PSA will have opportunity to provide input into the development of:</p> <ul style="list-style-type: none"> • MOJ's draft structural/organisational proposal; • the consultation process with members; • any review of draft proposals; • any alternative solutions or proposals. <p>Information will include timeframes, potential impact/s and the level of required/ anticipated PSA involvement. The work may be supported with a Terms of Reference (ToR). The Ministry will work collaboratively with the PSA to draft the ToR.</p> <p>↓ The PSA will represent members at each stage of a review process, including attendance at any consultation meetings, workshops or other forms of engagement. Employees, who are PSA members, are not considered to be representing the PSA</p>

<p>PSA feedback and will either incorporate or discuss the direction taken.</p> <p><i>*If there is disagreement about what is considered significant change, then this will be discussed and resolved with the relevant Business Relationship Manager. Where escalation is required this should be to the weekly National PSA and P&P engagement forum.</i></p>	<p>possible and as appropriate.</p> <p>↓</p> <p><i>*If the future direction requires change to ways of working or a structural change, then the relevant steps will apply as per column C and D.</i></p>	<p>engagement and the PSA will have delegate representation on operational working groups.</p> <p>↓</p> <p>Because we will be working together to design solutions, ideally, we will agree on the way forward. However, if consensus is not possible the Ministry can make the ultimate decision.</p>	<p>unless where they are formally invited, or it is agreed that they are acting in that capacity.</p> <p>↓</p> <p>The relevant PSA delegates and organisers will be sent change information at agreed times, so they can support members. Delegates (and organisers if necessary) can support members through change processes; this includes collating members feedback and submitting on their behalf. Feedback from the PSA will be given genuine consideration prior to making any decisions on a final outcome.</p> <p>↓</p> <p>PSA will support any affected/impacted members through the process and its implementation including agreeing with the Ministry's application of change clauses.</p>
---	--	---	--

Pilots and Trials

What - The Ministry has identified a concept which they would like to trial or pilot before proposing a broader roll out or implementation.

Who - P&P and nominated PSA delegate/s.

When - When a pilot or trial is being considered.

How -
 All proposed trials and pilots require engagement with the PSA and P&P. The size and scope of the trial will indicate the levels of engagement required.

↓

The purpose for having a trial or pilot must be clearly defined, with identified key measurables which will be considered in determining successes or failures.

↓

Pilots and trials will have a specified date for review determined at the beginning in the Terms of Reference and will have delegates or organisers involved in the review process.

↓

Once a review is complete, next steps will be identified, supported by the relevant principles.

Appendix C – Roles and their associated pay bands

As per section 54 of the Employment Relations Act 2000, a collective agreement must contain the rates of wages or salary payable to employees bound by the agreement. Where there is a discrepancy between the roles on this list and the roles described in the Coverage Clause (1.4) of this agreement, then the roles in the coverage clause take precedence.		
Salary Band	Position title	Business Unit
J5	Team Leader	Operations and Service Delivery
	Team Leader Court Security	Corporate and Digital Services
	Team Leader Criminal Records	Operations and Service Delivery
	Team Leader/Personal Assistant	Operations and Service Delivery
J6	Chambers Manager	Operations and Service Delivery
	Manager Initial Criminal Legal Services	Office of Legal Counsel
	Team Leader Collections Finance	Strategy, Governance and Finance
	Team Leader Transactional Service	Strategy, Governance and Finance
	Team Manager	Operations and Service Delivery
	Team Manager (Transcription)	Operations and Service Delivery
	Team Manager Judicial & Business Service	Operations and Service Delivery
	Team Manager, Bailiff Support	Operations and Service Delivery
	Team Manager, Bailiffs	Operations and Service Delivery
	Team Manager, Central Registry	Operations and Service Delivery
	Team Manager, Contact Centre	Operations and Service Delivery
	Team Manager, Home Agents	Operations and Service Delivery
	Team Manager, Legal Aid Debt	Operations and Service Delivery
	Team Manager, Legal Aid Grants	Operations and Service Delivery
Team Manager, Registry Contact Centre	Operations and Service Delivery	
J7	Bench Book Editor	Office of the Chief Justice
	Caseflow Manager	Operations and Service Delivery
	Judicial Administrator Chief MLC Judge	Operations and Service Delivery
	Judicial Administrator to Chief DC Judge	Operations and Service Delivery
	Judicial Resource Manager	Operations and Service Delivery
	Manager Support Services	Operations and Service Delivery
	Office Manager	Te Arawhiti
	Project Lead	Office of the Chief Justice
	Registrar	Operations and Service Delivery
	Senior Advisor	Operations and Service Delivery
	Senior Advisor Resource Development	Operations and Service Delivery
	Service Manager	Operations and Service Delivery
	Service Manager (Aotea)	Operations and Service Delivery
	Service Manager (Coronial Services)	Operations and Service Delivery
	Service Manager (Environment)	Operations and Service Delivery
	Service Manager (Tairāwhiti)	Operations and Service Delivery
	Service Manager (Taitokerau)	Operations and Service Delivery
	Service Manager (Takitimu)	Operations and Service Delivery
	Service Manager (Te Waipounamu)	Operations and Service Delivery
	Service Manager (Tribunals)	Operations and Service Delivery
	Service Manager (Wairiki)	Operations and Service Delivery
	Service Manager (Waikato)	Operations and Service Delivery
	Service Manager NIIO	Operations and Service Delivery
	Service Manager Operation Deans	Operations and Service Delivery
	Snr Capability Advisor	Corporate and Digital Services
	Snr Librarian (Central)	Operations and Service Delivery
	Snr Librarian (Northern)	Operations and Service Delivery
	Snr Librarian (Southern)	Operations and Service Delivery
	Snr Solutions Advisor	Corporate and Digital Services
	Support Services Manager	Office of Legal Counsel
Team Leader Payroll	Strategy, Governance and Finance	
Team Manager Legal & Research	Operations and Service Delivery	
Team Manager Legal and Research	Operations and Service Delivery	
ICT2	Principal Judicial Support Officer	Corporate and Digital Services

Appendix D – Remuneration Ranges

2020/21 Band structure 85-120%
Steps 85% to 111%

Effective date 01 July 2020 – 30 June 2021

Main Ministry Ranges:

Step	1	2	3	4	5	6	7	8	9	10	11	12	13	Top Step	Max of Range	Mid of Range
Band	85%	87%	89%	91%	93%	95%	97%	99%	101%	103%	105%	107%	109%	111%	120%	100%
J3	\$48,853	\$50,002	\$51,151	\$52,301	\$53,450	\$54,600	\$55,749	\$56,899	\$58,048	\$59,198	\$60,347	\$61,497	\$62,646	\$63,796	\$68,968	\$57,473
J4	\$53,414	\$54,670	\$55,927	\$57,184	\$58,441	\$59,698	\$60,954	\$62,211	\$63,468	\$64,725	\$65,981	\$67,238	\$68,495	\$69,752	\$75,407	\$62,839
J5	\$61,744	\$63,196	\$64,649	\$66,102	\$67,555	\$69,008	\$70,460	\$71,913	\$73,366	\$74,819	\$76,271	\$77,724	\$79,177	\$80,630	\$87,167	\$72,639
J6	\$70,445	\$72,103	\$73,760	\$75,418	\$77,075	\$78,733	\$80,390	\$82,048	\$83,705	\$85,363	\$87,020	\$88,678	\$90,335	\$91,993	\$99,452	\$82,876
J7	\$83,219	\$85,177	\$87,135	\$89,093	\$91,051	\$93,009	\$94,967	\$96,925	\$98,884	\$100,842	\$102,800	\$104,758	\$106,716	\$108,674	\$117,485	\$97,904

ICT Ranges:

Step	1	2	3	4	5	6	7	8	9	10	11	12	13	Top Step	Max of Range	Mid of Range
Band	85%	87%	89%	91%	93%	95%	97%	99%	101%	103%	105%	107%	109%	111%	120%	100%
ICT1	\$57,676	\$59,033	\$60,391	\$61,748	\$63,105	\$64,462	\$65,819	\$67,176	\$68,533	\$69,890	\$71,247	\$72,604	\$73,961	\$75,318	\$81,425	\$67,854
ICT2	\$67,915	\$69,513	\$71,111	\$72,709	\$74,307	\$75,905	\$77,503	\$79,101	\$80,699	\$82,297	\$83,895	\$85,493	\$87,091	\$88,689	\$95,880	\$79,900

Grandparented Bands:

Step	1	2	3	4	5	6	7	8	9	10	11	12	13	Top Step	Max of Range	Mid of Range	Equivalent Band
Band	85%	87%	89%	91%	93%	95%	97%	99%	101%	103%	105%	107%	109%	111%	115%	100%	
MIT3	\$79,681	\$81,556	\$83,431	\$85,306	\$87,181	\$89,056	\$90,930	\$92,805	\$94,680	\$96,555	\$98,430	\$100,305	\$102,179	\$104,054	\$107,804	\$93,742	ICT2

List of Grandparented roles:

Principal Judicial Support Officer (MIT3)