

This proposed settlement is subject to ratification by PSA members by 20<sup>th</sup> November 2020

## **Ministry of Justice/PSA Team Leaders and Managers Collective Agreement**

### **Terms of Settlement – 2020**

#### **Introduction**

This Terms of Settlement sets out the matters that have been agreed as part of the settlement of a Team Leaders and Managers' Collective Agreement. The proposed collective agreement is attached.

#### **Items for Terms of Settlement**

##### **Remuneration**

All staff in-between steps on the current scales will first be adjusted to the next step in their current band. This will apply from 1 July 2020.

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

##### ***01 July 2020 Remuneration Adjustments***

In line with the government expectations on pay restraint in the public service for 2020, there will be no movement to pay bands and step progression will be limited. Remuneration adjustments for the 2020 will be applied in the following manner:

##### **Pay Progression and Outstanding Performer**

Those in bands up to and including J7, PDS4 and ICT3 will receive the following step progression:

85-99% receive 2 steps; e.g. 99% moves to 103%

101-109% receive 1 step; e.g. 103% moves to 105%

111% - 120% receive \$1,000 lump sum payment in lieu of step progression (i.e. no change to salary).

Any staff in the above bands in receipt of an Outstanding Performer rating for 2019/20 will receive an additional step if between 85% and 109% of band; or if they are between 111% and 120% (or 115% if on a grand-parented band) they will receive 1% of midpoint of the band paid as a lump sum.

##### **Pay Progression will not apply where:**

- An employee is employed by the Ministry after 1 April 2020;
- An employee has had career progression after 1 April 2020 and received a pay increase as a result;
- An employee has received an Out of Cycle increase after 1 April 2020;
- An employee has been appointed to a different role at the Ministry after 1 April 2020 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 2020;
- An employee is on a formal Performance Improvement Plan (PIP) as at the date on which pay
  - progression is effective (1 July 2020).

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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.

### **01 July 2021 Remuneration Adjustments**

1. Increase the mid-point of the following salary ranges by:  
\$1,500 J1 – J6; PDS1 -3; ICT1 -2  
\$1,350 J7; PDS4; ICT3

Employees will maintain their position in range, up to the maximum of their salary range.

2. *Progression and Outstanding Performer*

All bands are included for step progression and Outstanding Performer as per clause 4.3.1.

### **Court Security Team Leader Allowance**

During the term of this agreement the Court Security Team Leaders will continue to receive an allowance of 8% of the midpoint of the J2 remuneration band.

### **Union only benefit**

There will be two lump sum payments paid to all eligible PSA members only as follows:

1. The first lump sum payment of \$300 gross will be paid to permanent and fixed term employees under coverage of either the Staff Collective Agreement or the Team Leaders and Managers Collective Agreement, who are PSA members as at the date of ratification, being 20<sup>th</sup> November 2020.
2. The second lump sum payment of \$300 gross will be paid to permanent and fixed term employees under coverage of either the Staff Collective Agreement or the Team Leaders and Managers Collective Agreement, who are PSA members as at 01 July 2021.

These lump sum payments will not be pro-rated for part time employees.

The parties agree that any employee who terminates their employment and whose last day of employment is on or before 20 November 2020 (for the first lump sum payment), or 30 June 2021 (for the second lump sum payment), shall not be entitled to receive this lump sum payment.

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

### **Wellbeing**

The wellbeing of our people is a high priority for the Ministry and the PSA. It is a key component of making the Ministry a great place to be.

To support wellbeing and promote wellness among our people, we have agreed that permanent employees will be entitled to be reimbursed for one doctor's visit (or alternative health provider), for each year of the term of this agreement (i.e. a maximum of two visits).

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The Ministry will reimburse on production of a receipt, up to a maximum of \$70.00 including GST per visit. The timeframes applying to the Doctor's visits are:

- First visit between the date of ratification and 30 June 2021;
- Second visit between 1 July 2021 and 30 June 2022.

Types of treatment and services we can reimburse for include the below, and /or DHB funded health providers or services:

- acupuncture treatment
- audiology services
- chiropractic treatment
- counselling services
- dental treatment and services
- general practitioner services
- hand therapy treatment
- hospital treatment, including surgery
- medical specialist services, e.g. orthopaedic specialist
- nurse services
- occupational therapy treatment
- optometry services
- osteopath treatment
- prescriptions
- physiotherapy treatment
- podiatry treatment
- radiology services, e.g. MRI and X-rays
- speech and language therapy services

### **Te Haerenga Komiti - PSA / Ministry engagement to support Te Haerenga**

Te Tāhū o te Ture and PSA will continue to collaborate, co-design and engage on Te Haerenga Komiti as a governance rōpū.

#### ***Frequency***

The committee will meet monthly; with at least four meetings per year to be face-to-face.

#### ***Membership***

Membership of the Te Haerenga Committee will be:

- Chair - Director Māori Strategy and/or DCE
- People and Performance representatives x2
- PSA Rūnanga delegates x4
- PSA National Organiser or representative
- Employee representatives x 4 (representation from each region)
- MOJ Management representatives x2

#### ***Terms of Reference***

Te Haerenga Komiti will finalise their Terms of Reference document for 2020-2022 by 31 December 2020.

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### **Retiring Well**

The Ministry will work with the PSA to identify any options to support employees transitioning from paid work into retirement.

### **Professional and Career Development opportunities**

The Ministry will work with the PSA to review the Performance Management Policy and related documentation in relation to the PDP (Performance and Development Plan) process and template, focussing on improving the connection to career development and supporting career aspirations. The parties will ensure the review is completed by the end of April 2021.

### **Workload**

The Ministry will engage with the PSA on workload, any issues and potential approaches to managing workload.

### **Relationship Agreement**

The relationship agreement specified under clause 2.9.4 must be completed before the end of 2020. Review of this agreement will then be when the new PSA National Delegate Group is assembled, which we expect to be June 2021.

### **Grand-Parented Retiring Leave**

#### ***Point of Clarification: Appendix A***

Effective from the date of this agreement coming into force, the Retiring Leave grandparented provision for PSA member employees employed prior to 26 November 1997 will be pro-rated for periods of part-time work.

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 retirement. In such circumstances the calculation will be based on the employee's hours of work prior to the reduction in hours.

Provided that any specific contrary terms written into an individual members grandparented letter are not reduced by the application of this provision.

#### **For example:**

Employee A was employed 35 years at fulltime then 3 years at part-time. This employee would receive a retiring leave gratuity calculated based on 35 years at fulltime pay and 3 years at the part-time equivalent.

Employee B was employed for 25 years at 1.0 FTE and reduced their hours to 0.5FTE for 6 months in their last year of service. This employee would receive retiring leave gratuity calculated based on 25.5 years at fulltime pay.

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### **Changes to Collective Agreement**

This table identifies the substantive changes that are proposed and the relevant section of the attached proposed collective agreement which has details of all the changes marked.

<b>Provision</b>	<b>Change and reference to current clause</b> <b>See Appendix A for new wording of all new or amended clauses</b>	<b>New Clause Reference</b>
Term	Expiry 30 June 2022. The Collective Agreement will come into force on 20 November 2020 and expires on 30 June 2022.	1.1
Coverage	Add process for new employees under coverage  Add provision for allocating new positions to pay bands	1.3.4  1.3.5
Integrity	Revised wording	1.6
Māori engagement	Delete current 1.7.2 and 1.7.3 and replace with new clause wording	1.7.2  1.7.3
Relationship Engagement Agreement	Revised wording and add People and Performance and PSA Joint Workplan	2.9.4
Hours of work	Add new section 'Work/ Life Balance and Workload Principles' as 3.1;  Revised 'Standard Hours' wording and renumber clause; Delete current clause 3.1.2 (replaced by new wording in 3.1.7)  Add 'Flexible Work Principles' as 3.3 and delete current clause 3.2 'Flexible Working Arrangements'.	3.1  3.2  3.3
Time off in lieu	New wording for access to time off in lieu (TOIL)	3.2.5 - 3.2.6
Remuneration	Add Gender Pay Principles  Updated to reflect changes to remuneration progression for 2021 onwards; remuneration process for 2020 detailed in Terms of Settlement.  Addition of roles and their associated pay bands  Pay ranges replaced with 2020 and 2021 pay ranges	4.1  4.2 – 4.3  Appendix C to CA  Appendix D to CA

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Higher Duties	Including key entitlements from the policy and reduction of qualifying period to 10 consecutive working days	4.4
Service Recognition	Extension to Justice Sector organisations with inclusion of recognising qualifying service from NZ Police for all service related provisions	6.1.1
Statutory Holidays for Rostered Workers	Reworded with the intent of providing full-time rostered workers the equivalent of 11 Statutory Public Holidays.	6.3.5
Bereavement leave	Change to include recognition of whakatahe/miscarriage	6.5
Special leave	Amendment of clause to broaden the approach to Adverse Conditions. Addition of 6.9.2 and 6.9.3.	6.9
Family Violence	Tidy up of clause in line with legislation.  Addition of additional discretionary paid leave in situations not covered under the Act but where it is deemed appropriate e.g. supporting a family member.	10.3
Medical Retirement	Amended process and new provision of 65 days' pay; replaces current section 12.2.1 -12.2.3	12.2.1 – 12.2.8
Compassionate Grants	New provision providing for a discretionary grant to assist with funeral expenses for permanent employees, who pass away while employed at the Ministry.	12.3
Management of Change	1. Revised wording of 13.1 and 13.2, change principles and consultation.  2. Revised reassignment clause 13.4.2.  3. New chart developed outlining the engagement process to be included as Appendix D to the Collective Agreement.	13.1 -13.2  13.4.2  Appendix B to CA

**Note** that a number of editorial changes have also been made in the attached draft collective agreement.

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**Errors and Omissions Excepted**

Whilst we have endeavoured to be accurate there may be matters that we have inadvertently overlooked, accordingly please consider the above Terms of Settlement and draft tracked-changes Collective Agreement on an Errors and Omissions basis. If either party identifies any errors in either we undertake to work together to correct these prior to signing the final Collective Agreement.



.....  
Jo Hickling  
GM People and Performance  
For Ministry of Justice  
Date: 30 October 2020

.....  
For PSA  
Date: 30 October 2020

Appendix One	New and/ or amended clauses in the TLM Collective Agreement
Appendix Two	Management of change chart (Appendix B in CA)
Appendix Three	List of roles and associated pay bands (Appendix C in CA)
Appendix Four	Pay Ranges Bands 2020 and 2021 (Appendix D in CA)

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## **Appendix One**      **New and/ or amended clauses in the TLM Collective Agreement**

### **1**      **General**

#### **1.1**      **Term** (updated term)

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

#### **1.3**      **Coverage** (new sub clause)

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** (new sub clause)

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.

#### **1.6**      **Integrity** (replaces current clause 1.6.1 - 1.6.2 with 1.6)

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

The parties agree 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** (replaces current clause 1.7.2 and 1.7.3 with 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.

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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**

### **2.9 Engagement and Consultation (replaces current clause 2.9.4)**

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.

## **3. Hours of work**

### **3.1 Work/life balance and Workload principles (new clause added as 3.1, note 3.1.2 replaces current 3.2.7;)**

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.

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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** (replaces current clause 3.1 -3.1.7; added as 3.2)

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 periodically work reasonable 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** (new clause, replaces current clause 3.2)

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.

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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 (new section)**

The Ministry will work with the PSA to operationalise the State Sector Gender Pay Principles within the Ministry ([www.women.govt.nz/GenderPayPrinciples](http://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 set out below.

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#### **4.2.1 Pay Progression 2020** (replaces current clause 4.1; renumbered to become 4.2.1)

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

#### **4.3 Pay progression 2021 and beyond** (replaces current clause 4.2, renumbered as 4.3)

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** (replaces current clause 4.3; renumbered as 4.4)

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:

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- 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, or

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

## **6 Leave/ Holidays**

### **6.1 Service recognition for leave purposes (replaces current clause 6.1.1)**

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 2<sup>nd</sup> 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.

### **6.3.5 Statutory Public Holidays for Rostered Workers (replaces current clause 6.3.5)**

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.

### **6.5 Bereavement/ Tangihanga Hura Kōhatu / Whakatahe/ Miscarriage Leave (replaces current clause 6.5)**

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

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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).

## **6.9 Special Leave**

*Adverse Events* (new clause, added as 6.9.2 and 6.9.3)

6.9.2 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.

## **10 Wellbeing**

### **10.3 Family Violence** (replaces current clause 10.3)

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.

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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.

## **12 Ending Employment**

### **12.2 Medical Retirement (replaces current 12.2)**

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 process 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.

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- 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** (new clause; added as 12.3)

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** (replaces current clauses 13.1, 13.2, 13.4.1, 13.4.2)

### **13.1 Change Principles** (replaces current clauses 13.1)

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.

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- 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 12.1.3 the processes in 12.3-12.7 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 12.1 and 12.2, and the principles of good communication engagement and consultation will apply.

## **13.2 Consultation** (replaces current clauses 13.2)

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** (No change)

## **13.4 Change Processes**

### **13.4.1 Reconfirmation** (No change to wording; renumbered as 13.4.1)

### **13.4.2 Reassignment** (replace current clause; renumbered as 13.4.2)

(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

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- 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** (no change to wording; renumbered as 13.4.3)

**13.4.4 Other options** (No change to wording; renumbered as 13.4.4)

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## Appendix Two

## Management of change chart (Appendix B in CA)

### 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:

- 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.

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.

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A. Policy Changes	B. Government Legislation or Policy Direction	C. Changes to 'How we Work' Process, system and technology	D. Change to Structure
<p><b>What</b> - A review of a current people policy is undertaken, or a new people policy is required.</p> <p><b>When</b> - As part of either in cycle or out of cycle review.</p> <p><b>Who</b> - P&amp;P ER team or Policy owner and PSA delegates who are trained in policy feedback.</p> <p><b>How</b> - Information is provided by the policy owner or P&amp;P to the PSA delegates.</p> <p>↓</p> <p>There is a minimum of 1-week turnaround for feedback for policy changes, where the changes are not considered significant*.</p> <p>↓</p> <p>There is a minimum of a 2-week turnaround to feedback for new policy/significant changes.</p> <p>↓</p> <p>The Ministry will give genuine consideration to PSA feedback and will either incorporate or discuss the</p>	<p><b>What</b> - The Ministry is required to introduce changes due to new legislation requirements or the impact of a change in government policy.</p> <p><b>When</b> - At times of legislation changes, or government policy changes.</p> <p><b>Who</b> - The P&amp;P ER team will engage with the PSA through regular meetings such as Strategic Engagement Meeting and the National Delegate and P&amp;P Engagement forum or as and when required.</p> <p><b>How</b> - 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>↓</p> <p>Feedback and input from the PSA will be provided</p>	<p><b>What</b> - 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><b>Who</b> - P&amp;P, manager from the business and the nominated PSA delegate/s and official.</p> <p><b>When</b></p> <ul style="list-style-type: none"> <li>• At the time the TOR are developed</li> <li>• Through each stage of the process</li> </ul> <p><b>How</b> - 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><b>What</b> - 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><b>Who</b> - P&amp;P, manager from the business and the nominated PSA delegate/s and official.</p> <p><b>When</b></p> <ul style="list-style-type: none"> <li>• When it becomes evident that structural change may impact on members' roles;</li> <li>• during the design stage;</li> <li>• during consultation stage; and</li> <li>• at time of decision.</li> </ul> <p><b>How</b> - 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"> <li>• MOJ's draft structural/organisational proposal;</li> <li>• the consultation process with members;</li> <li>• any review of draft proposals;</li> <li>• any alternative solutions or proposals.</li> </ul> <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>↓</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</p>

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<p>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&amp;P engagement forum.</i></p>	<p>through regular meetings. PSA delegates will offer support and information where 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>↓</p> <p>Information will be shared with the PSA at each level of 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>the PSA 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>
<p style="text-align: center;"><b>Pilots and Trials</b></p> <p><b>What</b> - The Ministry has identified a concept which they would like to trial or pilot before proposing a broader roll out or implementation.</p> <p><b>Who</b> - P&amp;P and nominated PSA delegate/s.</p> <p><b>When</b> - When a pilot or trial is being considered.</p> <p><b>How</b> -  All proposed trials and pilots require engagement with the PSA and P&amp;P. The size and scope of the trial will indicate the levels of engagement required.</p> <p>↓</p> <p>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.</p> <p>↓</p> <p>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.</p> <p>↓</p> <p>Once a review is complete, next steps will be identified, supported by the relevant principles.</p>			

Appendix Three List of roles and associated pay bands (Appendix C in CA)

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	Judicial Office for Senior Courts
	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	Judicial Office for Senior Courts
	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 (Wairariki)	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

This proposed settlement is subject to ratification by PSA members by 20<sup>th</sup> November 2020

Appendix Four Pay Ranges Bands 2020 and 2021 (Appendix D in CA)

**2020/21 Band structure 85-120%**

**Effective date 01 July 2020 – 30 June 2021**

**Steps 85% to 111%**

**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)

This proposed settlement is subject to ratification by PSA members by 20<sup>th</sup> November 2020

**2021/22 Band structure 85-120%**

**Effective date 01 July 2021 – 30 June 2022**

**Steps 85% to 111%**

**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	\$50,128	\$51,307	\$52,486	\$53,666	\$54,845	\$56,025	\$57,204	\$58,384	\$59,563	\$60,743	\$61,922	\$63,102	\$64,281	\$65,461	\$70,768	\$58,973
J4	\$54,689	\$55,975	\$57,262	\$58,549	\$59,836	\$61,123	\$62,409	\$63,696	\$64,983	\$66,270	\$67,556	\$68,843	\$70,130	\$71,417	\$77,207	\$64,339
J5	\$63,019	\$64,501	\$65,984	\$67,467	\$68,950	\$70,433	\$71,915	\$73,398	\$74,881	\$76,364	\$77,846	\$79,329	\$80,812	\$82,295	\$88,967	\$74,139
J6	\$71,720	\$73,408	\$75,095	\$76,783	\$78,470	\$80,158	\$81,845	\$83,533	\$85,220	\$86,908	\$88,595	\$90,283	\$91,970	\$93,658	\$101,252	\$84,376
J7	\$84,366	\$86,351	\$88,337	\$90,322	\$92,307	\$94,292	\$96,277	\$98,262	\$100,247	\$102,232	\$104,217	\$106,202	\$108,187	\$110,172	\$119,105	\$99,254

**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	\$58,951	\$60,338	\$61,726	\$63,113	\$64,500	\$65,887	\$67,274	\$68,661	\$70,048	\$71,435	\$72,822	\$74,209	\$75,596	\$76,983	\$83,225	\$69,354
ICT2	\$69,190	\$70,818	\$72,446	\$74,074	\$75,702	\$77,330	\$78,958	\$80,586	\$82,214	\$83,842	\$85,470	\$87,098	\$88,726	\$90,354	\$97,680	\$81,400

**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
MIT3	\$79,681	\$81,556	\$83,431	\$85,306	\$87,181	\$89,055	\$90,930	\$92,805	\$94,680	\$96,555	\$98,430	\$100,304	\$102,179	\$104,054	\$107,804	\$93,742	ICT2

**List of Grandparented roles:**

Principal Judicial Support Officer (MIT3)