

## MEMORANDUM OF UNDERSTANDING

### BETWEEN

Public Service Association  
Pukenga Here Tikanga Mahi (“PSA”)

### AND

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

Together (“the Parties”)

### BACKGROUND

- A.** On 4 October 2019 PSA members ratified a variation (“the Variation”) to the PSA Collective Agreement 2018-2020 (“the Collective Agreement”). The Variation established a new ‘Pay Ladder’; expanded coverage under the Collective Agreement to include all roles previously banded 11 to 19 inclusive; provided that every role within coverage would have a designated minimum and maximum step on the Pay Ladder; established the method by which all roles would transition to the new Pay Ladder; and established the effective date for this transition.
- B.** The terms of the Variation also provided for a ‘Member Only Benefit’ of \$1000 to be paid to PSA members under certain circumstances.
- C.** Following transition to the Pay Ladder the PSA has raised a number of issues, specifically:
- (i) Entitlement to the Member Only Benefit should be extended to apply to other employee members based on specific commencement and termination dates; and
  - (ii) Employees who terminated prior to 4 October 2019 (“Ratification Date”) should be entitled to back pay; and
  - (iii) The dollar value of the commencement step for Immigration Officers and Labour Inspectors who commenced on or after 1 July 2019, but prior to 5 October 2019; and
  - (iv) The dollar value of the commencement step for Immigration Officers and Labour Inspectors who commenced on or after 5 October 2019; and
  - (v) Privacy Officer and Refugee Quota Immigration Officer should be aligned on the Pay Ladder with the Immigration Officer role.
  - (vi) Refugee Protection Officer should be aligned on the Pay Ladder with the Technical Advisor role.
  - (vii) Verification Officer role should be aligned on the Pay Ladder with the Senior Immigration Officer role.

- D.** MBIE intends to implement a new payroll system (“SAP”) in 2020, In preparation for SAP, MBIE has identified certain interpretation issues arising from the Collective Agreement which need to be resolved, in some cases requiring clauses to be re-drafted, necessitating a new variation to the Collective Agreement.

## **AGREEMENT**

- E** To resolve the matters referred above the Parties agree

1. The interpretation issues arising from the Collective Agreement cited at D above shall be resolved as set out in the table in Schedule 1 of this Memorandum of Understanding. This will require a variation to the Collective Agreement. A variation document will be prepared at a date to be determined by the Parties and the normal variation process will be followed. PSA undertakes to give full support to this variation process in consideration of MBIE taking the actions set out below. Further, for the purposes of Public Holidays and Overtime Meal allowance (identified in Schedule 1) current practice will continue to apply whilst a variation is obtained. The Parties agree that no formal claims relating to the interpretation of these clauses will be made or supported in relation to current practice, which has applied since the inception of MBIE.
2. MBIE will pay the \$1000 Member Only Benefit to MBIE employees (who have not previously received such) who were members of the PSA as at 4 October 2019.
3. Any MBIE employee whose employment terminated after 1 July 2019 and prior to 5 October 2019 who did not receive any back payment to 1 July 2019, shall be eligible to receive such payment upon request.
4. All Immigration Officers who commenced prior to 5 October 2019 shall have as their minimum step on the Pay Ladder \$57,456. Immigration Officers commencing on or after 5 October 2019 shall have as their minimum step on the Pay Ladder \$55,004.
5. All Labour Inspectors who commenced prior to 5 October 2019 shall have as their minimum step on the Pay Ladder \$70,991. Labour Inspectors commencing on or after 5 October 2019 shall have as their minimum step on the Pay Ladder \$68,833.
6. Privacy Officer and Refugee Quota Immigration Officer shall maintain their relativity with Immigration Officer. All employees who commenced in these roles prior to 5 October 2019 shall have as their minimum step on the Pay Ladder \$57,456. Employees commencing in these roles on or after 5 October 2019 shall have as their minimum step on the Pay Ladder \$55,004.

- 7. Verification Officer shall maintain relativity with Senior Immigration Officer. All employees who commenced in these roles prior to 5 October 2019 shall have as their minimum step on the Pay Ladder \$64,518.
- 8. Refugee Protection Officer shall maintain relativity with Technical Advisor and shall have as their minimum step \$70,991.
- 9. All salary adjustments resulting from clauses 4 to 7 above shall be backdated to 1 July 2019 or the date of commencement in role, whichever is the later.

DATED this 16<sup>th</sup> day of March 2020

Signed by

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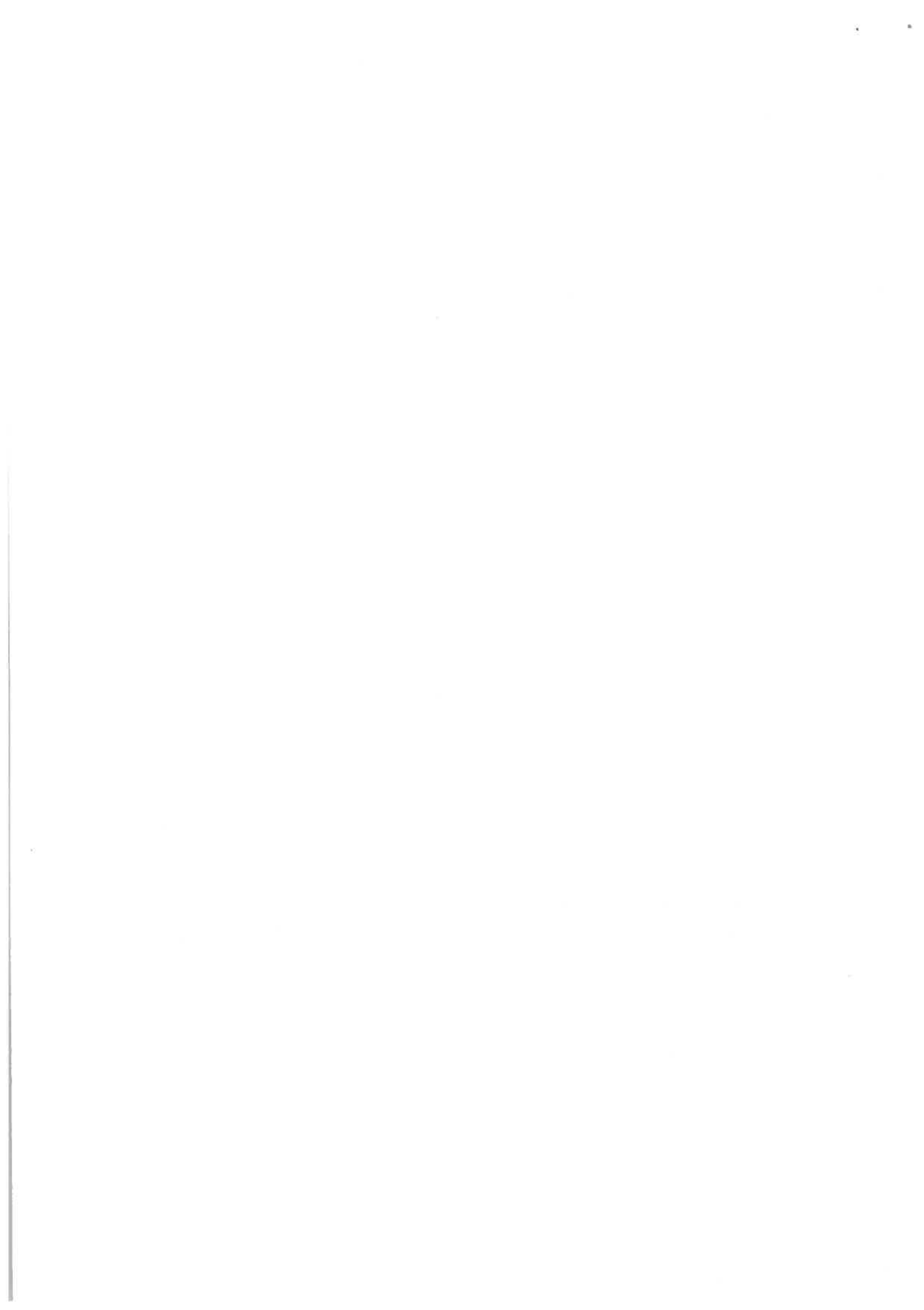
for and on behalf of PSA

Signed by

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 16 March 2020  
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on behalf of MBIE



## Schedule 1

Item	Collective Agreement Current	Current Practice	Variation-replace with
<p>Clause 33 Overtime Meal Allowance</p>	<p><i>"33.1 Unless otherwise provided, and you have been directed to work not less than two hours overtime after a break of at least half an hour, and you have had to buy a meal which would not otherwise have been bought, you will be reimbursed for the cost of that meal on an actual and reasonable basis."</i></p>	<p>\$15 meal allowance paid when claimed and hours criteria met</p>	<p><i>"If you have been required to work not less than two hours overtime after a break of at least half an hour, and you have had to buy a meal which would not otherwise have been bought, you will be paid a \$15.00 meal allowance."</i></p>
<p>Clause 43 Public Holidays</p>	<p><i>"43.3 Where an employee is required to work on any part of a Public Holiday that would otherwise be a working day for the employee, the employee will be paid at the rate of double their relevant daily pay and will also receive a paid alternative holiday.</i></p> <p><i>43.4 Where an employee is required to work on any part of a Public Holiday that would not otherwise be a working day for the employee, the employee will be paid at the rate of double their relevant daily pay."</i></p>	<p>If an employee works on a public holiday and that day would otherwise have been a working day for them, they receive double time for the hours worked and if their scheduled hours for that day are more than what was worked they get these made up/paid at time one. They also receive an alternate holiday.</p> <p>If the day would not otherwise have been a working day for the employee, they receive T2 for all hours worked only.</p>	<p><i>"43.3 An employee who works any part of a Public Holiday, which would otherwise have been a working day for them, will receive their relevant daily pay for the day, plus the portion of the employee's relevant daily pay that relates to the time actually worked on that day, plus an alternative holiday.</i></p> <p><i>If the Public Holiday worked would not otherwise have been a working day for the employee, they will receive T2 for the hours worked only."</i></p>
<p>Clause 45 Sick Leave</p>	<p><i>"45.7 Deductions for sick leave will not be made where the absence is for less than two hours, except in circumstances where</i></p>	<p>A need to manage sick leave in whole or half days for administrative purposes. Current payroll system manages sick leave in hours. Over 90% of sick leave applications are for</p>	<p><i>"45.7 To ensure accurate assessment for payment and deduction from sick leave entitlement, sick leave will be managed in half or whole days.</i></p>

# Schedule 1

	<i>the sick leave relates to an ACC case and is part of the recording of the day for the 20%</i>	half or whole days currently (albeit in hours).	<i>Deductions for sick leave will not be made where the absence is for less than two hours, except in circumstances where the sick leave relates to an ACC case and is part of the recording of the day for the 20%.</i>
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