



MINISTRY OF BUSINESS,  
INNOVATION & EMPLOYMENT  
HĪKINA WHAKATUTUKI



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# Collective agreement 2022–2024

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# MEMBERSHIP FORM



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

Or scan and email to: [membership@psa.org.nz](mailto:membership@psa.org.nz)

First name

Surname

Employer

Self employed

Occupation/Position

Department/ Team

Worksite address

Employee/Payroll no. (if known)

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

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

Signed

Date

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

The PSA will arrange for your membership fees to be deducted from your salary.

To arrange alternative payment methods, contact [membership@psa.org.nz](mailto:membership@psa.org.nz).

Fortnightly fees:

Up to \$20,525: **\$4.60**  \$20,525 - \$45,968: **\$9.30**  \$45,969 - \$57,510: **\$16.10**

\$57,511 - \$78,423: **\$19.00**  \$78,424 - \$104,564: **\$20.90**  \$104,565 and over: **\$22.50**

Home address

Male  Female  Gender diverse

Do you identify as Māori?  Ethnicity

*Māori members automatically join  
Te Rūnanga o Nga Toā Āwhina*

Date of Birth DD / MM / YY

Mobile #

*If no mobile phone, please provide preferred land line*

Email

*Provide preferred contact email (work or personal)*

## NETWORKS

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

OUT@PSA

Deaf & Disabled

Pasifika

Women's Network

Eco Network



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## Appendix A

## 1 Foreword

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This is a collective agreement (Agreement) agreed to by Hīkina Whakatutuki - the Ministry of Business, Innovation and Employment (MBIE) and Te Pūkenga Here Tikanga Mahi the New Zealand Public Service Association (PSA) for MBIE employees who are also members of the PSA.

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

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

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

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

It also includes the expectations that **you** have of MBIE and your people leader together with the expectations that MBIE and your people leader have of **you**.

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

- 'Grow' relates to the economy – to achieve the standard of living and quality of life New Zealanders aspire to, we need a better performing economy that delivers sustainable growth.
- 'For all' captures growth for New Zealanders now and in the future – growth that does not compromise our environment or the safety of our workplaces.

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

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

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

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

- Shape – shaping the agenda by challenging the status quo, and by generating and adopting new ideas, to bring those ideas to life.
- Collaborate – supporting each other, engaging early and proactively partnering in pursuit of shared goals.
- Deliver – having a can do attitude, taking ownership, acting with purpose, urgency and discipline, taking calculated risks, celebrating success and learning as we go.

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

## 2 How to use this document

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

**We** have included definitions of key terms in this Agreement that have a special meaning. These defined terms appear in bold and are to be interpreted in accordance with their definition (refer to the 'Definitions' section of this Agreement for further information).

Throughout this Agreement the terms '**you**' refer to employees, 'we' to the employer (the **Ministry** or MBIE) and 'your union' or 'the union' to the PSA.

This document contains references to specific sections or provisions of various Acts of Parliament (legislation). As legislation may change from time to time, any such references to Acts and/or provisions of Acts also include references to any subsequent amending or substituting Acts or provisions of Acts that may apply.

## 3 Definitions

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Term	Definition
<b>Affected employee</b>	Is an employee whose position has been or may be affected by a change management process
<b>Average daily pay</b>	Has the meaning given to it by the Holidays Act 2003
<b>Casual employee</b>	Is an employee whose work is on an intermittent, irregular and as and when required basis, with no expectation of ongoing employment
<b>Competencies</b>	The required knowledge and abilities necessary to fulfil a specified role in MBIE
<b>Continuous service</b>	Means your unbroken service with any agency for which MBIE recognises service. Generally an absence of 3 months or less will not break service
<b>Crib meal</b>	Means a meal break, which is treated as time worked, where employees remain available to carry out reasonably required duties
<b>Day</b>	Means the period from midnight to the next succeeding midnight
<b>EAP</b>	Employee Assistance Programme which provides counselling services to employees
<b>Fixed term employment</b>	Is a written agreement which complies with section 66 of the Employment Relations Act 2000
<b>Flexible-by-default</b>	Shifting from asking “Why should a role be flexible?” to “Why not?” It means treating all roles as suitable for flexible working and exploring how flexibility could work, unless there is a genuine business reason for any role not to be flexible. But it does not mean that all types of flexibility will be possible for every role. Different types of flexibility may suit different types of roles
<b>Grand-parented provision</b>	Is one which the employee and employer have agreed to carry forward into the employee’s current terms and conditions from a previous employment agreement or contract
<b>Meal break</b>	A period free of all duty of not less than 30 minutes and not normally more than one hour in duration
<b>Ministry</b>	The Ministry of Business, Innovation and Employment or MBIE
<b>Ordinary weekly pay</b>	Has the meaning given to it by the Holidays Act 2003
<b>Our/Us/We</b>	The parties to this agreement
<b>Part-time employee</b>	An employee who works less than the full hours applicable to their position
<b>Permanent employee</b>	Means an employee who is employed on a permanent basis, whether full-time or part-time and who has an ongoing expectation of employment
<b>Previous service</b>	Means an employee’s service with MBIE and the former legacy federations that make up MBIE (DoL, MED, DBH and S&I) and where applicable, service with core government agencies
<b>Redundancy</b>	Is where an employee’s employment is terminated by MBIE, with the termination being attributable wholly or partly to the fact that the employee’s position is, or will become surplus to the requirements of MBIE
<b>Relevant daily pay</b>	Has the meaning given to it by the Holidays Act 2003
<b>Shift</b>	Means the period of duty which constitutes the employee’s scheduled hours of

	work when employed under a shift roster
<b>Shift work</b>	Means the same work performed by two or more employees working successive periods in accordance with a <b>shift roster</b>
<b>Shift roster</b>	Means a schedule or pattern indicating the days and hours employees are to report for duty. A <b>shift roster</b> can be up to 24 hours a day seven days a week and the hours of operation do not fall entirely within core business hours of Monday to Friday 8am – 6pm
<b>Shift worker</b>	Means an employee whose ordinary hours of work are performed in accordance with a <b>shift roster</b>
<b>Statutory flexible working request</b>	Is a request that is made under Flexible Working provisions of the Employment Relations Act 2000
<b>Te Taura</b>	Means MBIE's intranet site
<b>Time off in lieu (TOIL)</b>	Is an arrangement where an employee, who has worked in excess of their normal work hours, is allowed (or required) to take paid time off instead of receiving overtime pay for those excess hours
<b>You</b>	Means an employee/member

Definitions are bolded in the body of the Agreement. Some words are intentionally not bolded and their natural and ordinary meaning in accordance with the applicable legislation will apply.

## 4

# Who and what this agreement covers

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

## 1. Parties

This Agreement is made between:

- the Chief Executive of the Ministry of Business, Innovation and Employment, Hīkina Whakatutuki ('MBIE', or 'the Ministry') and
- the New Zealand Public Service Association (Te Pukenga Here Tikanga Mahi) ('PSA' or 'the union').

## 2. Coverage

2.1 This agreement covers all employees of MBIE who are members of the PSA and whose roles are mapped to the Pay Ladder as set out in clause 27 and as specified on **Te Taura** excepting:

- People & Culture employees in advisory roles
- Employees engaged on a casual basis

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

2.3 For the first 30 days after a new employee commences employment with the employer, the employee's terms and conditions of employment comprise the terms and conditions of this Agreement (other than any bargaining fee payable under Part 6B of the Employment Relations Act 2000) and any additional terms and conditions mutually agreed to by the employee and employer that are no less favourable to the employee than the terms and conditions in this Agreement.

## 3. Term

3.1 The term of the Agreement shall be for two years. The Agreement will come into effect on 3 March 2022 and will expire on 2 March 2024.

## 4. Interpretation

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

## 5. Variation

5.1 This Agreement may be varied by agreement between the parties. Any variation will be set out in writing and attached to this Agreement. Variations will be ratified by a vote of members affected by the variation. A variation will be ratified when 50% plus one of union members affected by the variation vote in favour.

## 6. Terms of Settlement

6.1 The Terms of Settlement have been incorporated into this Agreement, where applicable, and will be posted on **Te Taura**.

**5**

## Working with your union

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

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

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**7. Working with your union**

- 7.1 MBIE recognises the right of employees to join and be represented by the PSA and the right of the PSA to consult and inform members in the workplace.
- 7.2 The PSA recognises the right of MBIE to plan, manage, organise and finally decide on the operations and policies of MBIE.
- 7.3 MBIE and the PSA agree they will, in good faith, attempt to jointly resolve any issues raised concerning this Agreement and any other matters of mutual interest based on the principles contained in this section.
- 7.4 MBIE will act as a good employer and will consult with the PSA and employees on the following in a timely manner and at the earliest opportunity:
  - MBIE's objectives
  - major organisation changes and timelines
  - technological changes that will significantly affect how MBIE operates
  - new initiatives related to the performance of the organisation or employees.
- 7.5 **MBIE will also:**
  - encourage employees to participate in an open and honest way
  - respect and inform the PSA, and will involve the PSA in relevant processes.
- 7.6 MBIE and the PSA have agreed to a Mahi Tahi Relationship Agreement which details how MBIE and the PSA will work together. A copy of this is available on **Te Taura**.

**8. Principles**

- 8.1 Employees and people leaders recognise that they are individually and collectively responsible for the organisation and for sharing in the achievements of MBIE.
- 8.2 The following principles relate to the relationship MBIE has with its employees and with the PSA in representing its members.
- 8.3 The principles for a quality working relationship are based on:
  - having People and Culture and management systems in place where the positive performance and ability of each employee is encouraged and valued
  - working within the principles of Te Tiriti o Waitangi. MBIE has developed guidelines and resources to support employees engaging with Maori.
  - the health, safety and wellbeing of all employees being respected, and it is recognised that a healthy work environment produces the best quality outcomes

- all employees being valued equally, having their contributions respected and rewarded regardless of position, status, ethnicity or background. Employees and people leaders respect the roles and responsibilities of each other.
- conflict being managed in a positive way, with the PSA having a valued role in working with individual employees and people leaders to avoid and manage conflict by working together to maintain the dignity and mana of all employees
- recognition that all employees have responsibilities and commitments outside of MBIE and that careful consideration of workloads, flexibility and the ability to meet these commitments without unnecessary pressure will benefit the whole organisation
- an agreement that joint working parties or forums can be a useful way to address matters of mutual interest. The aim of any working party is to make recommendations to the Chief Executive who will take into account the views of the working parties and employees. Time will be managed so that participants, including the PSA and MBIE's representatives, can participate effectively in any working party.

## **9. Deductions**

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

## **10. Union Facilitation Clause**

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

- provide new employees with information about the PSA
- advise the PSA of new employees, except for those who have declined authorisation to forward their names to the PSA
- facilitate other connections between the PSA and new employees and other staff who are not members of the PSA
- ensure membership forms are included in the induction packs
- invite the PSA to induction sessions and allocate time for the PSA to present
- support the planning and establishment of agreed PSA information sessions; and
- facilitate approved PSA communications/links to be posted on **Te Taura**.

## **11. Union meetings**

- 11.1 PSA members are entitled to attend, on ordinary pay, at least two union meetings, of up to four hours total in each calendar year.
- 11.2 The PSA will provide MBIE with at least 14 days' notice of the date and time of any such union meeting.
- 11.3 The PSA will make arrangements with MBIE to ensure its operations continue.
- 11.4 Paid time is only available for actual attendance at union meetings where the employee would otherwise be working.
- 11.5 The PSA will provide MBIE with a list of names of PSA members who attended the meeting with the start and finish times.
- 11.6 MBIE and the PSA may agree additional allocations of time for paid union meetings.

## **12. Employment Relations Education Leave**

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

**13 Access**

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

## 6 Your work environment

This section covers:

- › Te Tiriti o Waitangi
  - › Ngā Kaupapa principles and MBIE values
  - › People and Culture policies, procedures and codes of conduct
  - › Gender Pay Principles
  - › Gender & Ethnic Pay Action Group
  - › Diversity
  - › Unwelcome behaviour
  - › Confidentiality of information, protected disclosures, your personal information and conflicts of interest
  - › Membership of professional associations
  - › Intellectual property and copyright.
- 

### 14. Te Tiriti o Waitangi

- 14.1 MBIE and PSA affirm Te Tiriti o Waitangi as the constitutional basis of partnership between Māori and the Crown, and the unique status of Māori as tangata whenua of Aotearoa/New Zealand. We are committed to developing processes which incorporate partnership principles. Our aspiration is to be able to work proficiently across Te Ao Māori and Te Ao Hurihuri in all aspects of our work. MBIE is committed to building its capability through increased use and knowledge of Te Reo Māori, Tikanga Māori, and the practical application of Te Tiriti o Waitangi and its principles.
- 14.2 MBIE and PSA support and encourage the use of Te Reo Māori and Tikanga Māori in our everyday work practices.
- 14.3 A key principle for a quality working relationship is working within the principles of Te Tiriti o Waitangi.

### 15. Ngā Kaupapa principles and MBIE values

- 15.1 Te Rūnanga o Ngā Toa Āwhina (Te Rūnanga) represents and promotes the interests of Māori members in keeping with Te Tiriti o Waitangi. To support this work, Te Rūnanga have introduced eight Kaupapa (collectively Ngā Kaupapa) principles which give cultural insight and effect to Te Ao Māori in the workplace.
- 15.2 As it strives to grow New Zealand for all, MBIE will promote the following principles and values, ensuring they underpin all that it does to make a real difference to those it serves.
- 15.3 MBIE and PSA agree that they will apply the below principles and values in all aspects of their work together, alongside the agreed way of working set out within the Mahi Tahi Relationship Agreement.

**15.4 Ngā Kaupapa Principles:**

<b>Kotahitanga</b>	Building solidarity and unity to enable all workers to share and participate confidently in the Māori realm.
<b>Rangatiratanga</b>	Empowering members and delegates to be leaders.
<b>Kaitiakitanga</b>	Promoting guardianship of all things Māori that hold spiritual and cultural significance in our tikanga practices including te reo Māori. Protecting fair working conditions.
<b>Manaakitanga</b>	Encouraging health, wellbeing and positive behaviours in the workplace.
<b>Whakahiatō Umanga</b>	Providing opportunities for career development and on-going learning.
<b>Wairuatanga</b>	Acknowledging cultural awareness and normalising cultural practices through recognition of te reo Māori, tikanga and kawa. Māori reflect on the past, the obligations our Tipuna have passed on to us and how we reflect this in our conduct in the workplace.
<b>Whanaungatanga</b>	Embracing whakapapa with a focus on building strong workplace relationships that supports connections to whānau, marae, hapū and iwi.
<b>Whakamana</b>	Developing effectiveness so that members can perform well, contribute and be productive.

**15.5 MBIE Values:**

<b>Māia Bold and Brave</b>	Tāwhia tō mana kia mau, kia māia - Retain and hold fast to your mana, be bold, be brave
<b>Pae Kahurangi Build our Future</b>	Ka huri taku aro ki te pae kahurangi, kei reira te oranga mōku - We turn our attention to the future, that's where the opportunities lie
<b>Mahi Tahi Better Together</b>	Mā mahi tahi, ka ora, ka puāwai - By working together we will flourish and achieve greatness
<b>Pono me te Tika Own It</b>	Ā mātou mahi katoa, ka pono, ka tika - Taking responsibility to commit to doing things right

**16. People and Culture policies, procedures, and codes of conduct**

- 16.1 MBIE's policies and procedures, the MBIE Code of Conduct and Te Kawa Mataaho Public Service Commission's Standards of Integrity and Conduct apply to employees covered by this Agreement (to the extent that they are not inconsistent with this Agreement).
- 16.2 MBIE may amend these policies and procedures and its Code of Conduct from time to time, in consultation with the PSA.

**17. Gender Pay Principles**

- 17.1 MBIE and the PSA seek to achieve working environments which are free from gender-based inequalities, where all employees are able to achieve their full potential, irrespective of gender and to ensure that gender and ethnic pay gaps are eliminated for all. We acknowledge that gender pay gaps for Māori women are also considered and addressed in the context of Te Tiriti o Waitangi.
- 17.2 MBIE is committed to investigating and addressing inequality. MBIE will comply with the Gender Pay Principles and Kia Toipoto, which are available on the Ministry for Women's website and contained in Appendix A and form part of this agreement. The five core Principles provide a useful framework to support agencies action on gender pay. These principles are:
- (a) Freedom from bias and discrimination
  - (b) Transparency and accessibility
  - (c) The relationship between paid and unpaid work
  - (d) Sustainability; and
  - (e) Participation and engagement.

**18. Gender & Ethnic Pay Action Group**

- 18.1 MBIE and the PSA will continue to work in partnership through the Gender & Ethnic Pay Action Group to develop an annual Gender & Ethnic Pay Action Plan that aligns with guidance and milestones from Te Kawa Mataaho Public Service Commission.
- 18.2 The purpose of the group is to share ideas, engage with members and other employees to jointly develop recommendations and initiatives that enable MBIE to continue to operationalise the gender pay principles. This plan will be signed off by the MBIE SLT and made available to all MBIE employees via Te Taura and will be publicly available on MBIE's website. This group will meet quarterly at a minimum to review and track progress against the plan.

**19. Inclusion and Diversity**

- 19.1 MBIE's employee profile should reflect the social and ethnic mix of its client base, because **we** recognise that diversity within **our** workplace assists us to better deliver services and 'Grow New Zealand for All'.
- 19.2 This is achieved through an informed understanding of the needs of a variety of groups of people and of the ability to communicate and build relationships with MBIE's stakeholders. Inclusion & diversity provides MBIE with a variety of perspectives that can improve the quality of decision making and the cultural health of the organisation.
- 19.3 MBIE is committed to the principles of equality of employment opportunity as set out in the Public Service Act 2020 to support diversity and equal opportunity through MBIE's policies and procedures. Information on inclusion and diversity is available in MBIE's Nō Kōnei Belong strategy.
- 19.4 Equality of employment opportunities also extends to eliminating bias and discrimination from remuneration, career progression, breaks and leave and flexible working. MBIE and the PSA seek to achieve working environments where all employees are able to achieve their full potential, irrespective of gender, ethnicity, disability, sexual orientation or other forms of diversity.
- 19.5 MBIE will ensure its policies and procedures are consistent with its Good Employer, wider Public Sector and legislative obligations.
- 19.6 Discrimination is harmful to employees and to MBIE as a whole. Discrimination will not be tolerated at MBIE. Discrimination includes discrimination on the basis of sex, marital status, religious or ethical belief, colour, race, ethnic or national origins, any disabilities, age, political opinions, employment status, family status, sexual orientation or involvement in the activities of a union.
- 19.7 If **you** believe **you** are being subjected to discrimination in your employment at MBIE **you**

should use the process set out in the Disputes, employment problems and ending the employment relationship section of this Agreement.

**20. Unwelcome behaviour**

- 20.1 Unwelcome behaviour can include harassment or bullying of employees by their colleagues, contractors or customers of MBIE, or by employees towards colleagues, contractors or customers of MBIE. MBIE will maintain policies and procedures including guidance for making or handling of complaints/concerns, and make these available to all employees.
- 20.2 Harassment can be defined as any unwelcome comment, conduct or gesture that is insulting, intimidating, humiliating, malicious, degrading or offensive. It might be repeated or be an isolated incident, but it is so significant that it adversely affects someone's performance, contribution or work environment. It can include physical, degrading or threatening behaviour, abuse of power, isolation, discrimination, sexual and/or racial harassment. Harassment is behaviour that is unwarranted even if the recipient does not tell the harasser that the behaviour is unwanted. Further information on what constitutes harassment can be found in the Human Rights Act 1993, the Employment Relations Act 2000 and MBIE's policies and procedures.
- 20.3 Bullying is repeated and unreasonable behaviour directed towards a worker or a group of workers that creates a risk to health and safety. Repeated behaviour is persistent and can involve a range of actions over time.
- 20.4 Further information is contained within the Disputes, employment problems and ending the employment relationship section of this Agreement, and in the Te Kawa Mataaho Public Service Commission's Standards of Integrity and Conduct, MBIE's Code of Conduct and MBIE's policies and procedures.

**21. Confidentiality of information**

- 21.1 MBIE expects the highest levels of professionalism and integrity as it has access to, handles or otherwise holds confidential information that needs to be protected.
- 21.2 You accept that it is appropriate that any information you gain in the course of your employment, which is not otherwise publicly available, is confidential. This applies while MBIE employs you and will continue to apply if you leave your employment with MBIE. You understand that it is necessary to be discreet and not disclose information to people who may not be entitled to it: this can include fellow employees.
- 21.3 MBIE will take appropriate action to protect the confidentiality of its information. Further information is set out in MBIE's Code of Conduct, and policies and procedures.

**22. Protected disclosures**

- 22.1 Notwithstanding the general obligation of confidentiality in clause 21, if you become aware of serious wrongdoings in the course of your work, MBIE's policies on protected disclosures provide certain protections for you to safely raise your concerns without fear of retaliation. If you choose not to use this process, you may reduce the legal protections that would otherwise be available to you. Further information on this process and your rights are set out in MBIE's policies and procedures.

**23. Your personal information**

- 23.1 MBIE holds certain information relating to your employment and will treat it in confidence in accordance with the provisions of the Privacy Act 2020. You are entitled to view your personal file at any reasonable time. Further information about the treatment of personal information relating to your employment is set out in MBIE's policies and procedures.

**24. Conflicts of interest and workplace integrity**

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

25. **Professional associations: registration, licensing and membership**
  - 25.1 Where an employee is a member of a work-related professional association they may be reimbursed the cost of annual membership fees. Where an employee is required by law to hold an annual practising certificate, the cost of the certificate will be met by MBIE provided that the following three conditions are met:
    - it must be a requirement that a current certificate is held for the performance of duties
    - the employee is engaged in duties for which the holding of a certificate is a requirement
    - the employee must be a member of the particular occupational class to whom the requirement applies.
26. **Intellectual property and copyright**
  - 26.1 All work produced by **you** in the course of your employment, and any copyright or merchandising rights arising from such work, belongs to MBIE and the Crown.

**7**

## **Pay, career progression, hours of work, expenses, and allowances**

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

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### **27. Remuneration**

#### **Introduction**

- 27.1** MBIE, in partnership with the PSA, has developed a career and pay progression framework (CAPP) that recognises competency and encourages career progression.
- 27.2** The CAPP framework sets out the pay steps for each role.

#### **The CAPP Framework**

- 27.3** MBIE's financial year runs from 1 July through to 30 June of the following year.
- 27.4** Roles covered by this Agreement fall within an established range of base salary steps known as the Pay Ladder.

#### **27.5 The Pay Ladder**

<b>Step</b>	<b>1 July 2021</b>		<b>1 July 2022</b>		<b>1 July 2023</b>
<b>45</b>	\$160,472	→ \$0 →	\$160,472	→ \$0 →	\$160,472
<b>44</b>	\$157,667	→ \$0 →	\$157,667	→ \$0 →	\$157,667
<b>43</b>	\$154,861	→ \$0 →	\$154,861	→ \$0 →	\$154,861
<b>42</b>	\$152,056	→ \$0 →	\$152,056	→ \$0 →	\$152,056
<b>41</b>	\$149,250	→ \$0 →	\$149,250	→ \$0 →	\$149,250
<b>40</b>	\$146,445	→ \$0 →	\$146,445	→ \$0 →	\$146,445
<b>39</b>	\$143,639	→ \$0 →	\$143,639	→ \$0 →	\$143,639
<b>38</b>	\$140,834	→ \$0 →	\$140,834	→ \$0 →	\$140,834
<b>37</b>	\$138,028	→ \$0 →	\$138,028	→ \$0 →	\$138,028
<b>36</b>	\$135,223	→ \$0 →	\$135,223	→ \$0 →	\$135,223
<b>35</b>	\$132,417	→ \$0 →	\$132,417	→ \$0 →	\$132,417
<b>34</b>	\$129,612	→ \$0 →	\$129,612	→ \$0 →	\$129,612
<b>33</b>	\$126,806	→ \$0 →	\$126,806	→ \$0 →	\$126,806
<b>32</b>	\$124,001	→ \$0 →	\$124,001	→ \$0 →	\$124,001
<b>31</b>	\$121,196	→ \$0 →	\$121,196	→ \$0 →	\$121,196
<b>30</b>	\$118,390	→ \$0 →	\$118,390	→ \$0 →	\$118,390
<b>29</b>	\$115,585	→ \$0 →	\$115,585	→ \$0 →	\$115,585
<b>28</b>	\$112,856	→ \$0 →	\$112,856	→ \$0 →	\$112,856
<b>27</b>	\$110,127	→ \$1,350 →	\$111,477	→ \$1,350 →	\$112,827

<b>26</b>	\$107,398	→ \$1,350 →	\$108,748	→ \$1,350 →	\$110,098
<b>25</b>	\$104,669	→ \$1,350 →	\$106,019	→ \$1,350 →	\$107,369
<b>24</b>	\$101,940	→ \$1,350 →	\$103,290	→ \$1,350 →	\$104,640
<b>23</b>	\$99,211	→ \$1,350 →	\$100,561	→ \$1,350 →	\$101,911
<b>22</b>	\$96,482	→ \$1,350 →	\$97,832	→ \$1,350 →	\$99,182
<b>21</b>	\$93,753	→ \$1,350 →	\$95,103	→ \$1,350 →	\$96,453
<b>20</b>	\$91,024	→ \$1,350 →	\$92,374	→ \$1,350 →	\$93,724
<b>19</b>	\$88,295	→ \$1,350 →	\$89,645	→ \$1,350 →	\$90,995
<b>18</b>	\$85,566	→ \$1,350 →	\$86,916	→ \$1,350 →	\$88,266
<b>17</b>	\$82,837	→ \$1,350 →	\$84,187	→ \$1,350 →	\$85,537
<b>16</b>	\$80,592	→ \$1,350 →	\$81,942	→ \$1,350 →	\$83,292
<b>15</b>	\$78,348	→ \$1,750 →	\$80,098	→ \$1,750 →	\$81,848
<b>14</b>	\$76,103	→ \$1,750 →	\$77,853	→ \$1,750 →	\$79,603
<b>13</b>	\$73,859	→ \$1,750 →	\$75,609	→ \$1,750 →	\$77,359
<b>12</b>	\$71,614	→ \$1,750 →	\$73,364	→ \$1,750 →	\$75,114
<b>11</b>	\$69,369	→ \$1,750 →	\$71,119	→ \$1,750 →	\$72,869
<b>10</b>	\$67,125	→ \$1,750 →	\$68,875	→ \$1,750 →	\$70,625
<b>9</b>	\$64,880	→ \$1,750 →	\$66,630	→ \$1,750 →	\$68,380
<b>8</b>	\$62,329	→ \$1,750 →	\$64,079	→ \$1,750 →	\$65,829
<b>7</b>	\$59,778	→ \$1,750 →	\$61,528	→ \$1,750 →	\$63,278
<b>6</b>	\$57,227	→ \$1,750 →	\$58,977	→ \$1,750 →	\$60,727
<b>5</b>	\$54,675	→ \$1,750 →	\$56,425	→ \$1,750 →	\$58,175
<b>4</b>	\$52,124	→ \$1,750 →	\$53,874	→ \$1,750 →	\$55,624
<b>3</b>	\$49,573	→ \$1,750 →	\$51,323	→ \$1,750 →	\$53,073
<b>2</b>	\$47,022	→ \$4,301 → ↑			
<b>1</b>	\$44,471	→ \$6,852 → ↑			

- 27.6 Employees shall be paid at the salary set out for their step in the column of the relevant financial year in the Pay Ladder. Any changes to the Pay Ladder will be through agreement between the PSA and MBIE.
- 27.7 On 1 July 2022 and 1 July 2023, employees' salaries will be increased by the relevant salary increase of their step in the relevant column in the Pay Ladder e.g:
- on 1 July 2022, the salary of an employee paid at step 1 in 2021 (\$44,471) would increase to the salary of step 3 in the 2022 column (\$51,323).
  - on 1 July 2022, the salary of an employee paid at step 6 in 2021 (\$57,227) would increase to the salary of step 6 in the 2022 column (\$58,977).
  - on 1 July 2023, the salary of an employee paid at step 10 in 2022 (\$68,875) would increase to the salary of step 10 in the 2023 column (\$70,625).
- 27.8 Employees who are paid at salary steps 28 to 45 inclusive and who do not receive a salary increase for the 2022-23 and 2023-24 financial years (as listed in the pay ladder at 27.5 of this Agreement) will receive a lump-sum payment instead of a salary increase in accordance with clause 27.9.
- 27.9 Employees shall be paid the relevant lump-sum for their step in the column of the relevant financial year. All amounts are gross and subject to PAYE and other applicable deductions:

<b>Step</b>	<b>1 July 2022</b>	<b>1 July 2023</b>
<b>45</b>	\$350	\$350
<b>44</b>	\$350	\$350
<b>43</b>	\$350	\$350
<b>42</b>	\$350	\$350
<b>41</b>	\$350	\$350
<b>40</b>	\$350	\$350
<b>39</b>	\$450	\$450
<b>38</b>	\$450	\$450
<b>37</b>	\$450	\$450
<b>36</b>	\$450	\$450
<b>35</b>	\$450	\$450
<b>34</b>	\$450	\$450
<b>33</b>	\$450	\$450
<b>32</b>	\$450	\$450
<b>31</b>	\$450	\$450
<b>30</b>	\$450	\$450
<b>29</b>	\$450	\$450
<b>28</b>	\$450	\$450

- 27.10 Employees paid above step 45 will not receive a lump sum payment.
- 27.11 Each role has a designated minimum step and a maximum step. This is known as the step range. Step ranges are mapped to the pay ladder as below.

<b>Until 30 June 2022</b>			<b>From 1 July 2022</b>		
<b>Step Range</b>	<b>Minimum pay ladder step</b>	<b>Maximum pay ladder step</b>	<b>Step Range</b>	<b>Minimum pay ladder step</b>	<b>Maximum pay ladder step</b>
<b>A</b>	1	4	→	<b>B</b>	<b>3</b>
<b>B</b>	3	6	→	<b>B</b>	<b>3</b>
<b>C</b>	5	8	→	<b>E</b>	<b>5</b>
<b>D</b>	6	8	→	<b>D</b>	6
<b>E</b>	5	9	→	<b>E</b>	5
<b>F</b>	6	11	→	<b>F</b>	6
<b>G</b>	8	12	→	<b>G</b>	8
<b>H</b>	10	14	→	<b>H</b>	10
<b>I</b>	10	15	→	<b>I</b>	10
<b>J</b>	11	17	→	<b>J</b>	11
<b>K</b>	11	19	→	<b>K</b>	11
<b>L</b>	12	20	→	<b>L</b>	12
<b>M</b>	16	21	→	<b>M</b>	16
<b>N</b>	16	22	→	<b>N</b>	16
<b>O</b>	14	22	→	<b>O</b>	14

<b>P</b>	18	24	<b>→</b>	<b>P</b>	18	24
<b>Q</b>	20	27	<b>→</b>	<b>Q</b>	20	27
<b>R</b>	21	29	<b>→</b>	<b>R</b>	21	29
<b>S</b>	19	29	<b>→</b>	<b>S</b>	19	29
<b>T</b>	27	35	<b>→</b>	<b>T</b>	27	35
<b>U</b>	24	35	<b>→</b>	<b>U</b>	24	35
<b>V</b>	28	37	<b>→</b>	<b>V</b>	28	37
<b>W</b>	34	44	<b>→</b>	<b>W</b>	34	44
<b>X</b>	35	45	<b>→</b>	<b>X</b>	35	45

- 27.12 The step range applicable to each role will be published on **Te Taura**.
- 27.13 An employee's step range will always be the same as the step range for their role. The only exception to this will be when an employee is on a secondment, where their personal band will refer to their substantive position and their position band will reflect their seconded role. There will be no "personal band holders" as this undermines equity. All employees in the same role will hold the same step range.
- 27.14 Employees may be appointed to a step higher than the minimum step for their role but shall not be appointed above the maximum step. Any exceptions to this must be signed off through the appropriate HR delegations.
- 27.15 Employees can progress to a higher step on the Pay Ladder according to two separate processes:

#### **27A Pay Progression**

- 27A.1 Effective from 1 July each year, employees who have not yet attained the maximum step for their role, will progress to the next step on the pay ladder.
- 27A.2 An employee who has reached the maximum step for their role can only move on to a higher step in the Pay Ladder through appointment to an alternative higher paying role. However, they will still receive the salary increase listed for their step.
- 27A.3 Pay Progression will not apply where:
- An employee is employed by MBIE on or after 1 March in the relevant year
  - An employee has had Career Progression in April of the relevant year and received a pay increase as a result of that
  - An employee has received an Out of Cycle increase on or after 1 March of the relevant year and that Out of Cycle increase was not as a result of gender or ethnic pay remediation
  - An employee has been appointed to a different role at MBIE on or after 1 March and received a pay increase as a result
  - An employee is engaged on a fixed-term employment agreement of 12 months' duration or less
  - An employee is on a Performance Improvement Plan (PIP) as at the date on which Pay Progression payments are made (typically in September).
- 27A.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.
- 27A.5 An employee who does not receive Pay Progression effective 1 July because they are on a PIP will nevertheless receive the market movement, thereby maintaining their step on the Pay Ladder.

#### **27B Career Progression**

- 27B.1 The CAPP framework encourages progression through the step ranges as employees develop and grow new competencies, and in return deliver more capability back to the business. There

are two aspects to Career Progression:

- Employee capability; and
- Business need

27B.2 Any substantive role with 15 or more incumbents for the following roles within Te Whakatairanga Service Delivery (TWSD) and Immigration New Zealand (INZ) will have a pathway to ‘Senior’: For the avoidance of doubt the following roles have been agreed that they meet this criteria:

- Border Officer
- Business Immigration Specialist
- Client Services Advisor
- Compliance Officer
- Dispute Resolution Coordinator
- Employment Mediator
- Identity Resolution Specialist
- Immigration Officer
- Insolvency Officer
- Investigator (INZ)
- Labour Inspector
- Privacy Officer
- Refugee Quota Immigration Officer
- Refugee Protection Officer
- Resolutions Analyst
- Support Officer INZ
- Technical Advisor INZ
- Tenancy Bond Officer
- Tenancy Mediator
- Verification Officer

27B.3 For the roles listed above, progression to a ‘Senior’ role will be unlimited by number and based on employee capability, as demonstrated by meeting the competency framework.

27B.4 For all other roles, Career Progression to ‘Senior’ will be based on a combination of:

- (a) demonstration of the competencies required and
- (b) availability of a role at ‘Senior’ level based on business need.

Career progression for these roles will continue to be developed based on business need.

27B.5 In April and October each year, any employee may apply for Career Progression in accordance with the following:

- (a) they are employed in a role for which a Senior version of that role exists
- (b) they were rated at least ‘On track’ (or equivalent) in their most recent performance assessment
- (c) they have met the requirements for the Senior role as set out in the relevant competency framework.

27B.6 Whether an employee has met the requirements for any given role is a matter for MBIE to determine in its sole discretion.

27B.7 MBIE encourages all employees who are interested in Career Progression to work with their people leader to build a development plan based on the competency requirements for the Senior role.

27B.8 Employees need not be on the maximum step for their role to apply for Career Progression.

27B.9 An employee who is assessed by MBIE as meeting the competency requirements for a Senior role

will be paid at least the minimum pay step for that role effective from the first of April or October of that year, whichever is applicable.

27B.10 Senior roles and the associated salary steps will be published on **Te Taura**.

#### **27BA Review Process**

27BA.1 There is a review process for career progression outcomes.

#### **27C Post Remuneration Review Process**

27C.1 MBIE and the PSA agree to meet annually, no later than 31 March, to discuss matters relevant to the operation of the CAPP framework. In particular, the parties will use the joint session as a learning process where the parties continue to develop and improve the effectiveness of the overall career and pay progression system. The initial meeting will be convened by the MBIE Head of Employment Relations and rotated between PSA and MBIE for each subsequent annual meeting.

#### **27D Superannuation**

27D.1 Where an employee reaches the age of 65 and continues to contribute to their enrolled superannuation scheme (to which MBIE contributes), MBIE will continue to make contributions as though the employee had yet to reach the age of 65.

#### **28. Hours of work**

##### **Ordinary hours of work**

28.1 The ordinary hours of work that full-time employees are required to work are 37 hours 55 minutes per week. The time period within which these ordinary hours of work apply for each employee is set out in their individual terms (which is usually found in their letter of offer and any variations to that letter) and will be consistent with the clauses in this Agreement.

28.2 **Part time employees** are employees who work fewer than 37 hours 55 minutes per week. The time period within which these ordinary hours of work apply for each employee is set out in their individual terms (which is usually found in their letter of offer and any variations to that letter) and will be consistent with the clauses in this Agreement.

28.3 The individual terms will state the employee's agreed hours of work including employee's minimum guaranteed hours of work, the days of the week the work will be performed and the start and finish times of work. It will also cover any flexibility relating to the days of work and start and finish times when the minimum guaranteed hours of work will be worked.

28.4 The objective in setting the days and hours that are worked is to provide as much stability as practicable and yet be adaptable to the changing needs of our customers, the business and MBIE's employees.

28.5 MBIE expects employees to work the hours that are necessary and reasonable to complete their work competently.

28.6 For non-**shift roster** employees' their working hours will generally span the business operating or office opening hours and will provide for two consecutive days off per week.

##### **Roster or Shift Arrangement**

28.7 In some parts of MBIE's business, hours of work are determined by a **shift roster**. This arrangement ensures business continuity beyond core business hours.

##### **Additional hours of work**

28.8 Employees may be requested to be available and/or work reasonable additional hours by MBIE to meet organisational needs. Where any employee is requested and agrees to be available to work such additional hours and/or works additional hours at MBIE's request, clauses 31, 32, 36

and 37 will apply.

- 28.9 MBIE will endeavour to minimise the extent to which employees are requested to work additional hours.

#### **Changes to hours of work**

- 28.10 Changes to employees' hours and/or days of work will be by agreement between employees and their people leader and will be recorded in writing. With approval from MBIE, employees' hours and/or days of work may be varied to accommodate flexible working arrangements. For further information about flexible working arrangements at MBIE refer to clause 29.
- 28.11 Employees may be able to vary start and finish times on a flexible basis subject to agreement with their people leader and having regard to business needs. For further information about flexible working arrangements at MBIE refer to clause 29.

**29. Flexible working arrangements**

- 29.1 MBIE is **flexible-by-default**. MBIE promotes, actively supports and encourages flexible working arrangements for employees as long as operational needs are met and the wellbeing, health and safety of the employee is not adversely impacted.
- 29.2 The parties recognise the importance of flexible work arrangements and family friendly work practices in maintaining a diverse, adaptive and high performing workforce. The success of flexible working arrangements requires co-operation, trust, good faith, communication, 'give and take' and a shared responsibility between the employee and the employee's people leader to make the arrangement work.
- 29.3 An employee is entitled to make a flexible working request at any time. Flexible working requests can be informal, formal, ad-hoc in their nature, regular, temporary or permanent. This could be a **statutory flexible working request** or non-statutory. A flexible working arrangement requires agreement between MBIE and the employee. Requests will be considered by MBIE on a case-by-case basis and in accordance with the provisions of the Employment Relations Act 2000. Employees will be notified of MBIE's decision in accordance with the Employment Relations Act 2000.
- 29.4 MBIE encourages informal use of flexible working arrangements to manage day-to-day work commitments. However, MBIE recognises and respects employees have a statutory right to request flexible working arrangements under the Employment Relations Act 2000. Such requests may relate to days of work, hours of work or place of work. For more information on how to make such a request refer to the flexible working provisions of the Employment Relations Act 2000 and MBIE's policies and procedures.
- 29.5 There may be circumstances where, due to the needs of MBIE's business, MBIE is not able to grant an employee's request for a flexible working arrangement. If an employee is not satisfied with MBIE's decision, the employee is encouraged to raise the matter with their people leader in the first instance; and can seek a review.
- 29.6 As outlined in clauses 31.3 and 33.3 of this Agreement, overtime rates do not apply to hours that fall within the employee's agreed hours of work, that are worked as a result of a flexible working arrangement.
- 29.7 More information about flexible working arrangements can be found in MBIE's policies and procedures and any associated guidance which are set out on **Te Taura**.

**30. Rest and meal breaks**

- 30.1 Employees are entitled to paid rest breaks and unpaid meal breaks based on the number of hours worked. Rest breaks are ten minutes each and meal breaks are not less than half an hour per day. Employees may be entitled to more breaks depending on the hours worked. These breaks are to be taken at such times as agreed between the employee and their people leader, or spread evenly throughout the work period where reasonable and practicable.

- 30.2 The timing of these breaks should take into account operational needs, the needs of both customers and clients, and the requirements for wellbeing, health and safety, and other legal requirements.
- 30.3 Where an employee is required by MBIE to be available to undertake duties throughout their **meal break** outlined in clause 30.1, this time will be treated as a **crib meal**. For the avoidance of doubt, where possible, an employee should be provided with an unpaid **meal break** in the first instance.
- 31. Overtime**
- 31.1 For employees who do not meet the definition of **shift worker** overtime is where they are required by and have approval from their people leader to work in excess of 40 hours in a week or eight hours per day.
- 31.2 For **shift workers** overtime is where they are required by and have approval from their people leader to work in excess of their rostered **shift**.
- 31.3 Overtime is not payable where an employee works additional hours to their agreed hours of work as part of that employee's flexible working time arrangement under clause 29.
- 31.4 Overtime will not be paid for time spent travelling but **time off in lieu** will be granted.
- 32. Payment for overtime**
- 32.1 Overtime is calculated on a daily basis in respect of the **day** on which the overtime occurs, and may be compensated by either **time off in lieu** on an hour for hour basis (or such other basis as may be agreed between the employee and their people leader), an allowance where agreed, or by payment on the basis of an overtime hourly rate.
- 32.2 In the absence of an agreement between an employee and their people leader over the way in which overtime is to be paid, payment will be on the basis of an overtime hourly rate as per clause 33.
- 33. Overtime hourly rate**
- 33.1 Overtime will be paid at the rate of time and a half ( $T 1 \frac{1}{2}$ ) of the employee's normal hourly rate for the first three hours.
- 33.2 Double time (T2) will be paid when employees work overtime:
- in excess of three continuous hours, or
  - between 10.00 pm to 6.00 am, or
  - between midday Saturday and 6.00 am Monday, or
  - on a Public holiday.
- 33.3 Note: The above overtime rates do not apply where any additional hours fall within an employee's established individual hours of work as agreed under clause 29.
- 34. Overtime meal allowance**
- 34.1 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.
- 35. Minimum break between work periods – overtime and call back**
- 35.1 If an employee is asked to work overtime and agrees to and does work overtime, or where an employee is called back to work, in the interests of the employee's personal wellbeing, health and safety it will be arranged wherever reasonably practicable so that the employee has at least a nine consecutive hour break between the employee's ordinary hours of work and/or rostered **shift**. The break may occur before or after the overtime is worked or call back.
- 35.2 If a break of at least nine continuous hours as outlined clause 35.1 cannot be provided, the work is to be regarded as continuous until a break of at least nine continuous hours is taken. The time worked will be paid at rates defined in clause 33, with proper regard to the time at which it occurs and the amount of overtime which precedes it.

- 35.3 Time spent off duty during ordinary hours of work and/or rostered **shift** solely to be given a nine-hour break in accordance with this clause, will be paid at ordinary time rates (T1). Any absence from work after the ninth continuous hour of such a break, if it occurs during ordinary hours of work and/or rostered **shift**, will treated as a normal absence from work.
- 35.4 Where a break of at least nine continuous hours is taken between the employee's ordinary hours of work and/or rostered **shift** but they are called-back to work close to their next period of duty, the employee's people leader should consider whether one of the following actions are appropriate taking into account, at all times, the wellbeing, health and safety of the employee:
- Continue their call back through into their next period of duty and leave early (by putting paid downtime at the end of their ordinary hours of work and/or rostered **shift**); or
  - Whether the employee is required to complete their next period of duty or consideration be given to providing them downtime for part of all of their ordinary hours of work and/or rostered shift; or
  - Have the employee start their ordinary hours of work and/or rostered **shift** later to ensure they have had enough rest (by putting paid downtime at the start of the rostered shift).
- 36. Call-back (urgent after-hours response)**
- 36.1 For the purposes of this clause, a 'call-back' means a situation where an employee is called back to work while on standby (as outlined in clause 37 below) after working their ordinary hours of work and/or rostered shift.
- 36.2 This clause only applies to employees who are asked, and who agree, to be available for call backs (after-hours response).
- 36.3 A call back (after-hours response) is intended to meet an unplanned, unexpected or emergency situation that requires an immediate response to meet MBIE's business needs or responsibilities. Routine enquiries or phone calls are expected to be dealt with and/or deferred until employees' ordinary hours of work and/or rostered shift.
- 36.4 The call-back (after-hours response) provisions do not apply to routine enquiries or phone calls that an employee may receive outside their ordinary hours of work and/or rostered shift, even though those enquiries or calls may be unplanned or unexpected.
- 36.5 Where an employee is required to respond in accordance with clause 36, that is, having ceased work or before their normal time of starting work, each response situation will be paid as a minimum of three hours on the basis of an overtime hourly rate as per clause 33, except that more than one response situation completed within three hours will be regarded as one response situation.
- 37. Standby for on-call (urgent after-hours response)**
- 37.1 For the purposes of this clause, 'standby' means being on call, fit and available for work. An employee who is on standby must be available and able to respond, within a reasonable time, to resolve a problem either by entering the workplace or off-site, if applicable.
- 37.2 Where an employee has been asked, and has agreed, to be on standby and they are available to respond within a reasonable time to unplanned, unexpected or emergency situations outside of an employee's ordinary hours of work and/or rostered shift, the employee will be paid a standby allowance of:
- Monday to Saturday: \$3.50 per hour
  - Sunday: \$5.00 per hour
  - Public holidays: \$6.50 per hour.
- 37.3 To qualify for a standby allowance in clause 37.2, an employee must be required by MBIE to restrict their off-duty activities to be available within a reasonable time to work (if required). MBIE pays the allowance irrespective of whether the employee is called to work. But payment will not be made where an employee is unable to report for duty when required. If an employee is on leave, they will not be eligible for standby.
- 37.4 An employee who is on standby and is required to respond will be paid in terms of the call-back

(urgent after-hours response) provisions set out in clause 36 in addition to the standby allowance above.

**38. Expenses**

- 38.1 The principle for all expenses incurred by employees while undertaking MBIE business is that employees should not be out of pocket but neither should they profit. Where expenses are incurred employees should use one of the following options:
- ‘charge back’ (room, flight or travel provider)
  - where provided, charge expenses to MBIE purchase card
  - MBIE will reimburse all actual and reasonable expenses upon the production of receipts.
- 38.2 Where any employee is required to travel and it is not convenient or possible for expenses incurred to be reimbursed at a later date, they should speak to their people leader who will arrange for a cash advance. An employee should do this sufficiently in advance of incurring any expense to allow for an appropriate advance to be arranged.
- 38.3 When an employee is required to travel away from their usual place of work but an overnight stay is not needed, or in other situations where it is reasonable to purchase a meal, this will be reimbursed on an actual and reasonable basis upon the production of receipts.

**39. Expenses for dependent care**

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

**40. Deductions from salary**

- 40.1 MBIE is entitled to make a deduction from your salary:
- in accordance with the Wages Protection Act 1983 with the required written notice being given to you, or
  - at your written request where MBIE has an established relationship with an external organisation, or
  - if instructed to make a deduction in order to comply with relevant legislation (e.g. the Income Tax Act 2007).

**41. Motor vehicle allowance**

- 41.1 The use of private vehicles for official business will only be approved when other alternatives are not available. Where the use of a private vehicle for official business has been approved, the employee will be paid a motor vehicle allowance at the rate corresponding to the Inland Revenue’s applicable ‘tiered rates’.

## Holidays and leave

This section details your leave entitlements including:

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

### **42. Annual holidays**

- 42.1 Employees, unless entitled to **grand-parented provisions**, will be entitled to annual holidays as follows:
- 4.6 weeks' annual holidays after each year of service
  - On completion of five years' continuous service with MBIE (including the former legacy federations that now make up MBIE) and core government agencies, an employee will be entitled to annual holidays at the rate of five weeks per year.
  - Both of the above annual holiday entitlements are inclusive of departmental and/or MBIE holidays.
  - The timing of the taking of annual holidays will be decided by mutual agreement, where possible, between the employee and their people leader taking into account work requirements and personal preferences. Where agreement cannot be reached on when annual holidays will be taken, the people leader must give no less than 14 days' notice of the requirement to take annual holidays.
- 42.2 An employee may be permitted to anticipate up to half their annual holiday entitlement (annual holidays in advance), subject to refunding any over-payment on resignation if necessary.
- 42.3 **Part-time** and **fixed term** employees are entitled to an amount of annual holidays based on their usual working week or amount of service, and in accordance with the Holidays Act 2003.

### **43. Payment for annual holidays**

- 43.1 Employees agree that when they take their annual holidays, they will be paid for that holiday in the pay periods relating to that holiday. If an employee requires payment before taking the holiday, no less than 28 days' notice must be provided to their people leader and to Payroll.

### **44. Public holidays**

- 44.1 The following days will be observed as public holidays:
- Christmas Day
  - Boxing Day
  - New Year's Day
  - The day after New Year's Day
  - Good Friday
  - Easter Monday
  - ANZAC Day
  - Labour Day
  - Sovereign's Birthday

- Waitangi Day
  - Anniversary Day (as observed in the locality concerned)
  - Matariki
- 44.2** Employees are not to work on a public holiday without the authorisation of their people leader.
- 44.3** An employee who works any part of a Public Holiday, which would otherwise be a working day for them, will receive their **relevant daily pay** for the day, plus the portion of their **relevant daily pay** that relates to the time actually worked on that day, plus an alternative holiday.
- 44.4** 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.
- 44.5** Where an employee does not 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 their relevant daily pay for that day.
- 44.6** Where an employee does not work on any part of a public holiday that would not otherwise be a working day for the employee, the employee will not be paid for that day.
- 44.7** If **relevant daily pay** cannot be used, the payment will be calculated on the basis of **average daily pay**.
- 44.8** Public holidays falling within a period of annual holidays, sick leave on pay or other leave on pay will be treated as public holidays and will not be debited against other such leave.
- 45. Sick leave**
- 45.1** Sick leave may be taken in the following situations and must not be unreasonably withheld:
  - When the employee is sick, injured or needs to see a health professional
  - When the employee's partner is sick or injured; or
  - When a person who depends on the employee for care is sick, injured or needs to see a health professional.
- 45.2** **Permanent** full-time employees are entitled to ten days' paid sick leave each year to be used for sick or domestic leave purposes increasing to 15 days' each year at two years' **continuous service**.
- 45.3** **Part-time** employees are entitled to ten days' paid sick leave each year to a pro-rata amount of the full-time position increasing to 15 days' each year at two years **continuous service**, except that the minimum sick leave entitlement is ten days' per year.
- 45.4** **Fixed term** employees are entitled to ten days' paid sick leave each year to a pro-rata amount over the term of their agreement, increasing to 15 days' each year at two years **continuous service**, except that the minimum sick leave entitlement is ten days' per year.
- 45.5** Unused sick leave may be accumulated to a total of 260 days. Where an accumulation of sick leave achieves or currently exceeds the 260-day level, further annual accumulations will not occur until the level reduces below the 260-day level.
- 45.6** An employee may be required by their people leader to produce a medical certificate, at the employee's expense, following a period of sick leave greater than three consecutive calendar days.
- 45.7** To ensure accurate assessment for payment and deduction from sick leave entitlement, sick leave will be managed in half or whole days. 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 20%.
- 45.8** For absences of less than three consecutive calendar days, an employee may be required to provide a medical certificate, at MBIE's expense, as proof of the sickness or injury for which sick leave is being taken, where a people leader:
  - has reasonable grounds to suspect that sick leave is not genuine, and
  - has informed the employee of their concern.
- 45.9** When a member has exhausted their sick leave entitlement, their people leader will, when requested by an employee give genuine consideration to the employee being able to take sick leave in advance of their next entitlement. MBIE will be entitled to deduct from an employee any monies payable

upon termination for an overpayment made for sick leave taken in advance.

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

**46. Tangihanga leave/ Bereavement leave**

- 46.1** MBIE recognises that grief affects people differently, and cultural and legal responsibilities vary between the different communities that **our** employees are a part of. As this is a stressful time for an employee, manaakitanga and care for their wellbeing is of utmost importance before, during and after the tangihanga/bereavement.

- 46.2** An employee will have the ability to take a minimum of three days' paid tangihanga/bereavement leave in accordance with this clause to deal with their loss (including the loss of a pregnancy); discharge their obligations and/or pay their respects to a deceased person with whom they had a close association. A close association may exist through blood or whānau/whāngai/family ties, or because of cultural connections.

- 46.3** An employee will have the ability to take a minimum of one day's paid tangihanga/bereavement leave on the death of any other person with whom they have an association. An association may exist through a work relationship, social connection or supporting a close association with their bereavement, for example.

- 46.4** In addition to clause 46.2 or 46.3 an employee will have the ability to take a minimum of one day's paid leave to attend Hura Kōhatu (unveiling) or an equivalent event.

- 46.5** At the time of request, an employee's people leader will consider the appropriate duration of paid tangihanga/bereavement leave. In considering these requests, a people leader will take into account the individual circumstances and responsibilities of the employee within their community. This consideration may include whether paid leave for travel is appropriate. To assist people leaders considering these requests in a timely and culturally sensitive manner, MBIE and PSA will develop and maintain guidelines aimed at providing clarity and enabling consistent application of this clause.

- 46.6** Where an employee suffers a bereavement on another form of leave, except for public holidays, that period will be recorded as bereavement leave.

**47. Parental leave**

- 47.1** Parental leave is available in accordance with the Parental Leave and Employment Protection Act 1987 and in accordance with MBIE's policies and procedures which support, but do not form part of, this Agreement.

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

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

**48. Parental leave payment**

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

- is entitled to parental leave of up to 12 months, and
- returns to work with MBIE before or at the expiration of the leave.

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

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

- 48.4** The employee may elect to receive their parental leave payment in one of the following ways:

- (a) as a lump sum payment on completion of six months service from the date of their return to work, or
  - (b) as a weekly allowance payable pro-rated over their first six months return to work, or
  - (c) if they return to work at 80% of their pre-parental leave hours of work, as a weekly allowance paid for up to 30 weeks, whilst on those reduced hours.
- 48.5 If an employee who has elected either option (b) or (c) ceases work before they have completed either six months service or 30 weeks service respectively or, in the case of option (c) returns to their pre-parental leave hours within the first 30 weeks, they are not entitled to the balance of the parental leave payment.
- 48.6 The above payments do not apply if an employee's partner receives a similar payment from another Public Service employer, and employees are to disclose such payments to MBIE.
- 49. Discretionary leave**
- 49.1 Additional leave, either with or without pay, may be granted at the discretion of the employee's people leader.
- 49.2 Where an employee takes leave without pay in excess of one month's duration, placement on their return is conditional on the availability of a suitable position, and the grading and location of a role cannot be guaranteed. Where an employee cannot be placed, they will receive one month's notice of termination of employment.
- 49.3 An employee may request to take leave without pay for a period longer than one month and for their role to be held open during their intended period of unpaid leave. MBIE will consider each request on a case-by-case basis taking into account: the circumstances of the employee as made known to MBIE, its operational needs; and in line with MBIE policies and procedures.
- Note: Leave without pay does not count for the purposes of determining length of service but does not affect continuity of service.
- 50. Jury service and witness leave**
- 50.1 Where an employee is required for jury service or is obliged to attend as a witness, paid leave will be provided to attend. Employees must retain and produce any evidence of fees paid by the court and these fees are to be repaid to MBIE. Employees are entitled to retain any reimbursement for expenses that they receive from the court.
- 50.2 An employee electing to take annual holidays or leave without pay is entitled to retain their juror's fees.
- 51. Leave for military training**
- 51.1 The Volunteers Employment Protection Act 1973 provides leave of absence to employees required to attend "protected voluntary service or training". The employee is granted additional leave of up to 12 weeks for initial training and then up to four weeks a year thereafter. This does not result in any reduction in the employee's annual holiday entitlement or service related benefits.
- 51.2 Employees are required to give 14 days' notice in respect of any absence from work for voluntary service training.
- 51.3 Employees who are granted paid leave for military training must reimburse MBIE the lesser of either their military pay or their MBIE pay for the period they are on paid leave for military training.
- 52. Community and emergency services leave**
- 52.1 Employees who are appointed by Ministerial appointment to a Board, Council or committee will be allowed paid time off to meet their commitments.
- 52.2 Employees who volunteer during or following an emergency will be granted paid leave for the duration of the emergency up to a maximum of three days.
- 52.3 If an employee is a member of a recognised firefighting force they may, subject to consent being obtained from their people leader, be granted paid leave for emergency call-outs during

their usual hours of work.

- 52.4 If an employee has been given approval to undertake a commitment in community activities such as civil defence, voluntary firefighting and search and rescue, leave will be provided for these activities. The period of leave will be determined in each case by agreement with the employee's people leader. The employee may also be granted up to five days per year to undertake training required by the emergency service.
- 52.5 Employees undertaking civil defence work, voluntary firefighting and search and rescue work in other than emergency situations without prior consent will have that time treated as Other Leave Without Pay.
- 52.6 Any remuneration earned or fee paid from these activities during paid time off is to be repaid to MBIE.

#### **53. Long service leave**

- 53.1 Employees will be entitled to long service leave as follows:
  - two weeks' holiday on completion of ten years' continuous service; and
  - a further one week for each five years' continuous service thereafter.
- 53.2 Employees are encouraged to take long service leave in one continuous period. However, employees may take their long service leave in blocks of no less than one day. Long service leave must be taken within five years of the entitlement falling due.
- 53.3 An employee who resigns or who has given notice of resignation, or who is dismissed will forfeit any untaken long service leave to which they may be entitled.
- 53.4 In the event that an employee passes away while employed by MBIE, any outstanding long service leave entitlement will be paid out with their final pay.
- 53.5 Existing employees who have agreed **grand-parented** entitlements to long service leave under clause 102 of this Agreement will retain those **grand-parented** entitlements.

#### **54. Recognition of previous service**

- 54.1 For the purpose of calculating the following service related entitlements, MBIE will recognise previous service with the former legacy federations that now make up MBIE, and with core government agencies as defined in Schedule 2 Part 1 Departments of the Public Service Act 2020 (some of which are historical legacy agencies not specified in schedule two):
  - Long service leave
  - **Redundancy** entitlements
  - Annual holidays and sick leave.

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

## 9 Wellbeing, health and safety

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

**MBIE employees must take reasonable care for their health and safety, and must ensure that their acts or omissions do not adversely affect the health and safety of other persons. They must also comply, as far as they are reasonably able, with any reasonable instructions given by MBIE to allow compliance with applicable health and safety laws, and co-operate with any reasonable policy or procedure of MBIE relating to wellbeing, health and safety, and report all health and safety events (including all actual or potential risks, hazards, work related injuries, accidents, and incidents (including near misses)), whether or not the accident or incident took place on MBIE premises, in accordance with MBIE's policies, procedures and expectations.**

### 55. Principles

- 55.1 We acknowledge that the recognition and management of safety and wellbeing requirements and healthy work environments will produce the best quality outcomes for all parties.
- 55.2 The provisions of the Health and Safety at Work Act 2015 will apply. MBIE employees will observe legislative requirements and MBIE's Safety and Wellbeing policies and procedures in the workplace.
- 55.3 MBIE is committed to ensuring, so far as reasonably practicable, the wellbeing, health and safety of its employees, and to ensuring that the health and safety of other persons is not put at risk by work carried out as part of MBIE's business. This will be demonstrated by having policies, procedures and systems in place, and encouraging employee participation in the development and management of safety and wellbeing systems, procedures and policies. People leaders are accountable on behalf of MBIE for managing safety and wellbeing in their areas of responsibility.
- 55.4 MBIE employees must take reasonable care for their health and safety, and must ensure that their acts or omissions do not adversely affect the health and safety of other persons. They must also comply, as far as they are reasonably able, with any reasonable instructions given by MBIE to allow compliance with applicable health and safety laws, and co-operate with any reasonable policy or procedure of MBIE relating to wellbeing, health and safety, and report all health and safety events (including all actual or potential risks, hazards, work related injuries, accidents, and incidents (including near misses)), whether or not the accident or incident took place on MBIE premises, in accordance with MBIE's policies, procedures and expectations.
- 55.5 Safety clothing must be worn and safety equipment used when provided.

### 56. Policies and procedures

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

- 56.2 The employee participation agreement is an important document that sets out how the parties will work together on safety and wellbeing issues. The Wellbeing, Health, Safety and Security Steering Committee is responsible for this area.
- 57. Workload**
- 57.1 Employees can expect that workloads will be equitable, fair, reasonable and safe. Both people leaders and employees have obligations to review workloads should the need arise.
- 57.2 This will involve different actions and responses according to the needs and abilities of employees, the type of work and the opportunity to develop employees where possible.
- 57.3 Should an employee have concerns about their workload, these should be raised with their people leader in the first instance. Should the matter not be resolved, escalation through to the people leader's manager, PSA representative, wellbeing, health and safety representative, or a People and Culture representative may be appropriate.
- 58. Redeployment as a result of health or safety concerns**
- 58.1 If MBIE considers that the duties of an employee are affecting the safety and wellbeing of the employee or others, MBIE will, with the agreement of the employee, make reasonable efforts to redeploy the employee to another position within MBIE which will reduce or prevent the risk of injury to the employee. If this is not feasible or practical, other options may be explored by the people leader, the employee and the PSA.
- 59. Family Violence**
- 59.1 As a people-centred organisation we show manaakitanga, care and support, in that **we** provide a safe environment where people feel able to disclose their situation to seek support, advice and assistance. MBIE will consider each unique circumstance, treating everyone with the utmost care, respect and trust.
- 59.2 We recognise that when employees experience family violence in their personal life, their attendance, performance or safety at work may be affected. The protections below apply regardless of how long ago the family violence occurred, including if the family violence pre-dates employment with MBIE.
- 59.3 These protections apply if an employee, or a child who ordinarily or periodically lives with an employee, is affected by family violence.
- 59.4 If an employee is affected by family violence, they can work with any leader in the workplace to identify practical ways that they can be supported at work. This may include, but is not limited to:
- (a) Changes to working hours, location of work or duties.
  - (b) Changes to work telephone numbers and/or email address; redirecting pay to a different bank account in the employee's name; removing the employee's details from any public forum.
  - (c) Providing **EAP** support and/or
  - (d) Other appropriate measures in the circumstances as agreed.
- 59.5 From commencement of employment, an employee who is affected by family violence can access at least ten days' paid leave per annum.
- 59.6 An employee who supports a person affected by family violence may take domestic leave or request special paid leave, for example, to accompany them to court, to hospital or to mind children. Where requests for paid special leave are made, people leaders will consider each request on a case-by-case basis in line with MBIE's policies and procedures.
- 59.7 MBIE acknowledges that information related to an employee affected by family violence should be treated with the upmost sensitivity and will not be shared without the express consent of the employee, unless it is determined that maintaining confidentiality puts the employee or others at risk of physical harm.
- 59.8 MBIE is committed to supporting affected employees and to providing a safe and supportive

workplace. The parties agree to work collaboratively to establish a stand-alone Family Violence policy and will prioritise this accordingly in the post bargaining schedule of work. The policy is aimed at:

- (a) providing a workplace where employees affected by family violence feel safe and supported at work
- (b) assisting employees affected by family violence, and those supporting them, in gaining the help they may require and
- (c) promoting a respectful and safe workplace environment that does not tolerate or excuse family violence.

#### **60. Absence because of an accident**

- 60.1 If **you** are injured in an accident and cannot work, the provisions of the accident compensation legislation apply.
- 60.2 MBIE has a responsibility to facilitate your rehabilitation. This includes developing a rehabilitation plan and may, with your consent, include consultation with your medical practitioner, specialists, and either the Accident Compensation Corporation (ACC) or MBIE, who may use ACC or a third party provider.
- 60.3 If **you** suffered a work-related personal injury accident and this was accepted as such:
  - **You** will remain on full salary for any absence of up to 26 weeks.
  - After 26 weeks, your entitlements will be reviewed in line with the Accident Compensation Act 2001, and may be reduced to 80% of your salary.
  - If **you** have any sick leave or annual holidays remaining, your people leader may approve **you** using this to cover the remaining 20% (equivalent to one day a week); as long as **you** still have enough annual holidays for rest and recreation. Otherwise, this will be recorded as leave without pay.
- 60.4 If your accident took place outside work:
  - Your first week of absence will be debited against your sick leave entitlement. If **you** have no sick leave remaining, this absence will be recorded as leave without pay
  - For any absence after the first week, MBIE will pay **you** 80% of your salary
  - If **you** have any sick leave available, the remaining 20% may be debited against this (refer to clause 45.7)
  - If **you** have no sick leave available, **you** can ask your people leader if **you** can take sick leave in advance or use annual holidays to cover your absence as long as **you** still have enough annual holidays for rest and recreation
  - Should an employee have no sick leave or insufficient annual leave available then, upon request, MBIE will consider on a case-by-case basis whether special paid leave is made available.

#### **61. Hauora/Wellbeing allowance**

- 61.1 From commencement of employment, employees are entitled to an annual contribution of **\$400** (gross) once every 12 months of service, for the purposes of caring for their own individual non-work-related health and wellbeing needs.
- 61.2 This contribution may only be claimed once within each entitlement year and may be made up of one or more receipts spanning the list of healthcare services and providers below:
  - General practitioner, including annual health checks and nursing services
  - Mental health support, including counselling, psychologist, psychiatrist, psychotherapists, and other therapists
  - Optician
  - Dentist or orthodontist
  - Audiologist
  - Podiatrist
  - Massage, mirimiri, and milimili

- Physiotherapist, chiropractor, or osteopath
- Acupuncturist
- Dietician or nutritionist
- Gym membership, personal trainer
- Mole mapping, or its equivalent
- Kaupapa Māori hauora provider services
- Gender affirming healthcare services
- Health insurance

Prescription or treatment costs as prescribed by health care services and providers on the above list may also be claimed.

- 61.3** For the purpose of this clause, each entitlement year will commence annually on the anniversary of the employee's start date with MBIE. Any receipts being claimed must be dated within the relevant entitlement year and claimed within 15 months of the start of the relevant entitlement year, except as outlined in clause 61.4.
- 61.4** Employees in their first 12 months of service with MBIE may collect receipts for services, prescriptions or treatment(s) from commencement of employment. The first claim, however, cannot be made until after the first anniversary of their start date and must be claimed within 15 months of the date they commenced employment with MBIE. Any receipts being claimed must be dated within the employee's first 12 months of service with MBIE.
- 61.5** For the avoidance of doubt, this is a gross taxable allowance that attracts PAYE and any other applicable deductions (e.g. Kiwisaver and student loan deductions).
- 61.6** Any unclaimed portion of this allowance will not be carried over to the following entitlement year.

#### **62. Employee Assistance Programme (EAP)**

- 62.1** At any time, employees may experience a personal or work-related difficulty that impacts on their work life. They may also find that stress and conflict at work impacts on their personal life. MBIE recognises the importance of providing assistance for employees and their immediate families at an early stage to enable them to deal with any difficulties. MBIE commits to providing culturally appropriate assistance framed within for example, a Te Ao Māori framework of Te Whare Tapa Wha and Te Wheke. An employee may self-refer or be formally or informally referred to the EAP for assistance.

#### **63. Breastfeeding facilities and breaks**

- 63.1** MBIE acknowledges its responsibilities to support employees who are breastfeeding and will provide appropriate facilities and breaks.

#### **64. Family responsibilities**

- 64.1** This Agreement contains a range of provisions that assist in the balance of work and family responsibilities. These include:
- Parental leave
  - Re-entry after absence due to childcare
  - Discretionary leave
  - Reimbursement of expenses incurred in caring for dependants
  - Parental leave payment
  - Flexible working arrangements
  - EAP
  - Tangihanga/bereavement leave
  - Family violence support

## 10 Performance assessment, learning and development

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

**This means:**

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

### 65. Performance assessment and development

- 65.1 Managing our performance and development is critical to MBIE's success. It provides us with an opportunity to continuously improve our performance in line with our purpose, character and targets.
- 65.2 Managing our performance and development is an ongoing activity. MBIE will apply the following principles and will develop performance assessment and development policies and practices that:
  - support the achievement of business goals
  - attract, retain and motivate employees to help develop a high-performance culture.
- 65.3 Principles for performance and development involve a trusting, open relationship between people leaders and their teams. The principles adopted by MBIE and endorsed by the PSA are:
  - Enabling people to perform to their full potential
    - support and recognise high performance
    - development focus to support achievement of objectives and personal growth
  - Mutual agreement and ownership
    - ownership of performance and development is shared between you and your people leader
  - No surprises
    - regular quality performance and development discussions take place
    - process informs fair decisions around recognition
  - Line of sight
    - people have clear line of sight to 'Grow New Zealand for All', including their contribution to MBIE's purpose, character and targets
    - people's contribution to shape, collaborate and deliver is clear through **competencies** and objectives
  - Simplicity and consistency
    - process is simple and able to be consistently applied.
- 65.4 Employees will meet with their people leader to set, regularly review and update expectations for their performance.
- 65.5 More information about the performance management policies and practices within MBIE are set out on **Te Taura**.

### 66. Capability development

- 66.1 Capability development includes work-related learning, career development and non-work related learning.
- 66.2 **You** have the primary responsibility for your own capability development, and MBIE wants to assist **you** with it. Keeping a focus on development helps you to think ahead and plan your future so that **you** are best placed to progress and also to respond to any organisational changes that could arise.
- 67. Work-related learning**
- 67.1 Responsibility for work-related learning is shared between employees and MBIE, which has the major role in promoting and supporting it. MBIE is responsible for providing work related learning and development opportunities based on an agreed assessment of your needs by **you** and your people leader, and these are discussed throughout the year as part of the performance assessment process. MBIE is also responsible for helping **you** access work related learning and development opportunities.
- 67.2 **You** have a role in sharing your knowledge with other employees to help them to learn and develop.
- 68. Career development**
- 68.1 Responsibility for career development is shared between **you** and MBIE, although **you** have the primary responsibility for pursuing your own career. MBIE can assist **you** to clarify your career or professional goals and help **you** to achieve them. Career development opportunities may include such things as:
- undertaking higher duties
  - mentoring
  - job shadowing
  - new task experiences
  - secondments (internal and external)
  - project work
  - courses and conferences
  - job rotation
  - study assistance.
- 68.2 More information is set out under clause 72: Study assistance of this Agreement.
- 69. Non-work related development**
- 69.1 Development that does not directly relate to your work or career will primarily be your responsibility. However, your people leader will consider requests for flexible working arrangements to allow **you** to pursue other learning activities that **you** may be interested in, as long as your work is not adversely affected. Information about leave to pursue learning activities and other options not directly related to your work is in MBIE's policies and procedures.
- 70. Higher duties allowance**
- 70.1 A higher duties allowance is payable where **you** undertake and competently discharge the full duties and responsibilities of a more senior position for at least five consecutive working days. The higher duties allowance will be calculated as the greater of 7% of your salary or the difference between your salary and the minimum salary for the more senior position.
- 71. Special duties allowance**
- 71.1 A special duties allowance may be paid to **you** for undertaking special duties or a special assignment, or where the payment of a higher duties allowance would not be appropriate as the full duties and responsibilities of the position are not being discharged.
- 72. Study assistance**
- 72.1 **You** may be granted leave or payments to undertake a programme of study. Support for study leave may include paid or unpaid leave for attendance at lectures, tutorials, workshops, and

attendance and preparation for examinations or assessments, contribution to course fees, or use of work facilities.

- 72.2 In determining the support for study, MBIE in consultation with you, will take into account the:
  - time commitment required and your workload,
  - programme requirements such as attendance at lectures or workshops, residential modules, on-the-job or practical experience, examinations and assessments,
  - additional support available, such as use of work facilities and technology,
  - impact of the leave on the work of MBIE and on your workload and others,
  - affordability of providing the support to you.
- 72.3 Study awards may also be granted for full-time university study. Such awards may include the payment of full or part salary, study-related expenses, transfer expenses and standard leave entitlements. For more information on this see MBIE's policies and procedures.

**11**

## Managing change

**MBIE is committed to ensuring that it is ready to manage any changes that occur. This means that:**

- › wherever possible MBIE will anticipate change and plan for it
- › we will take responsibility for things we can influence so that we can best manage them
- › the PSA will support MBIE and employees through change processes.

**We agree that organisational change needs to be managed to ensure that:**

- › business performance is maintained as far as possible
- › essential skills, knowledge and experience are retained
- › people are treated with respect
- › the best possible outcomes are reached for all concerned.

**73. Change principles**

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

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

#### **74. Communication process**

The PSA and MBIE recognise that:

- the process of change is continuous and should form part of the organisation's continuous improvement
- consultation and change require an effective communication process.

**74.1** The aims of the communication process are to:

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

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

**74.3** PSA and employee involvement in the planning process must take into account the need for efficiency, people leader's accountabilities and timeframes, and delegate accountabilities.

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

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

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

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

#### **75. Employee input**

**75.1** MBIE is committed to providing employees with open and clear channels for input before change decisions are made that affect them. Consultation in this context means:

- articulating a proposal for change
- providing affected employees and the PSA with all relevant information at the earliest opportunity
- allowing employees adequate time to consider the proposal, seek advice and respond
- taking employee input into account before making a decision.

**75.2** The parties recognise that feedback can be provided in formats other than written, and as such will enable oral submissions upon request. This includes where the PSA wishes to speak to their collective submission orally.

#### **76. Support for employees**

**76.1** Individually targeted support will ensure effective management of change. MBIE will provide support throughout the change that:

- involves individuals in assessing the support needs
- tailors the support to meet the individual's specific needs
- assists individuals to manage the impact of change on them
- provides for PSA input where appropriate to support employees and provide feedback to MBIE
- encourages the use of support services (e.g. the Employee Assistance Programme).

- 76.2 People leaders will help create a workplace environment that supports people in managing change by disseminating information, communicating, participating, leading and coaching.
- 77. Retaining skills and knowledge**
- 77.1 In any change situation, the objective of MBIE is to retain the skills, knowledge and experience MBIE needs to achieve its goals. An important method of doing this will be by anticipating change and planning for it so that MBIE is best placed to manage change at both an organisational and personal level.
- 77.2 Where the change affects your position, the process outlined in clauses 78 to 84 of this Agreement will apply. This has the following three basic steps:
- (a) reconfirmation in the same or substantially same position, or
  - (b) if not reconfirmed then reassignment to another suitable position if available, or
  - (c) if not reconfirmed or reassigned then a **redundancy** situation occurs and there is consideration of the options below.
- 77.3 MBIE will actively explore all reasonable alternatives before a decision is made that may result in a person being made redundant. Some of these alternatives may include:
- flexible work practices (e.g. job-sharing, flexible hours, **part-time** work)
  - temporary or project work
  - leave without pay
  - natural attrition.
- 77.4 How a decision is made as to whether a role is suitable, and what happens if **you** are reassigned into a suitable role that attracts a salary lower than in your existing salary, is set out in the Reconfirmation provisions in clause 78 of this Agreement.
- 78. Reconfirmation**
- 78.1 Where a position is to be transferred into a new structure or new agency, or there is a position in an existing agency, and where there is one employee who is a clear candidate for that position and the criteria below are met, then that employee is to be confirmed in it.
- 78.2 Reconfirmation within another agency is subject to the agreement of the Chief Executive of the other agency.
- 78.3 The provisions of the Public Service Act 2020 apply to employees transferring between, or reconfirmed to other, public service agencies.
- 78.4 The criteria for reconfirmation will be as follows:
- the new role description is the same (or substantially the same) as what you currently do, and
  - the salary and other terms and conditions for the new position are no less favourable, and
  - the location of the new position is the same (note: this need not necessarily mean the same building and/or the same street).
- 78.5 Proposed reconfirmations will be advised to all affected employees.
- 78.6 In those situations where there is more than one clear candidate, the position will be advertised, with appointment to be made from affected employees and with the most suitable candidate appointed.
- 78.7 Alternatively, potential candidates may express a preference for other options and MBIE will endeavour to accommodate those preferences, subject to retaining the specific skills and knowledge that are required. Role descriptions (current and proposed) will be available to those employees who are to be reconfirmed at the time that the reconfirmation list is published.
- 78.8 A review procedure is available if **you** feel that the reconfirmation process or outcome was unfair as set out in clause 86 Right of Review of this Agreement.
- 79. Reassignment**

79.1 In the event that your position becomes surplus to requirements and **you** are not reconfirmed in the same or a substantially similar position, MBIE will, if a suitable role is available, reassign **you** into this role.

79.2 The offer of a role in the same locality or some other locality within reasonable commuting distance and with comparable duties and responsibilities, or any other position on terms **you** agree to accept, will constitute a suitable role. The role should not involve so significant a change in duties as to be unreasonable, taking account of your skills, abilities and potential to be retrained. Where there is any disagreement as to what is a ‘reasonable commuting distance’, the issue will be resolved with the PSA on a case-by-case basis.

79.3 **You** cannot be required to accept a reassignment outside the local area. If reassignment to another location is accepted, then **you** may be provided with transfer assistance.

79.4 Reassignment will be considered on a case-by-case basis.

#### **80. Equalisation allowance**

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

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

80.2 In the event that **you** are reassigned, or decline to be reassigned, to an alternative position, **you** will have no entitlement to **redundancy** compensation.

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

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

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

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

#### **81. Redundancy**

81.1 Even with the best of intent, **redundancy** may be unavoidable. In the event that your position is declared surplus, career transition advice and assistance, such as the Employee Assistance Programme (**EAP**) will be made available. Different employees have different entitlements to compensation in the event that **redundancy** is necessary. The amount of compensation and the period of notice **you** are entitled to receive in the event of **redundancy** is set out in clauses 81 to 84 of this Agreement.

#### **82. Redundancy notice**

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

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

#### **83. Compensation for redundancy**

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

83.2 Where an existing employee has **redundancy** compensation entitlements which are more advantageous than those stated above, they are entitled to payment in accordance with those

earlier **grand-parented provisions**.

#### **84. Application to fixed term employees**

**84.1** Clauses 77 to 84 do not apply to employees on **fixed term** agreements, who are made redundant during the term of their employment.

#### **85. Employee protection provisions**

**85.1** Where:

- part or all of the activities carried out by MBIE are to be sold, transferred, or contracted out to another entity, and
- as a result, the work previously performed by you (or substantially similar work) is instead to be performed by employee(s) of the new entity (and where no statutory provision is made concerning such an event).
- in the course of any discussions with the new entity, MBIE will:
  - address the likely impact of this event on **you**, including whether it is possible to transfer you to that entity, and, if so,
  - discuss with the new entity whether any such transfer will be offered to **you** on the same terms and conditions of employment.

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

- regardless of the terms offered, where **you** accept a transfer to the new entity, no **redundancy** compensation will be payable;
- where **you** are not offered a transfer to the new entity on the same or no less favourable terms and conditions of employment (unless the above clause applies) including agreeing to recognise your service as continuous, the organisational change provisions set out in this Agreement will apply; or
- where **you** are offered a transfer to the new entity on the same terms and conditions of employment but elect not to accept that offer, no **redundancy** compensation will be payable.

#### **86. Right of review**

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

- **You** and the PSA will have access to all relevant information.
- At this time **you** may wish to seek support from your PSA delegate/organiser or other representative.
- **You** will need to raise the matter formally with your people leader within five working days of **you** becoming aware of the action relating to your review.
- However, if there are exceptional circumstances, the time allowed for raising a review may be extended by the General Manager, People and Culture.
- Meeting(s) or information exchange will occur with the aim of resolving the matter.
- If this does not resolve the matter a review will be undertaken by a person chosen by agreement between **you** (and/or your representative) and MBIE.
- The reviewer will have full access to all relevant documentation in carrying out their role.
- The reviewer will examine each review request in terms of procedural consistency and any other relevant issue and report on each case to the General Manager, People and Culture with a copy sent to the employee who requested the review (subject to normal privacy considerations). Such reports may include appropriate recommendations.

## Shift Worker Provisions

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**87. Shift roster principles**

- 87.1 MBIE and the PSA are seeking to achieve consistency of practice across **our shift worker** population where all employees are able to enjoy their full potential regardless of when or where they work. When working with rosters the following overarching principles will apply:

Principle one: When setting the **shift roster**, employee wellbeing, health and safety will be prioritised.

Principle two: Ensure that those setting the **shift roster**, allocate employees in sufficient numbers with the appropriate skills and experience to ensure employees are able to undertake training, take leave, and accommodate flexible working requests without excessive reliance on overtime and standby for on-call (urgent after-hours response).

Principle three: **Shift rosters** must comply with relevant legislative and/or regulatory frameworks, employment agreements and MBIE policies and procedures.

Principle four: The process for setting **shift rosters** should be co-operative, transparent, and ensure employees are rostered fairly, while still providing appropriate flexibility to meet business requirements, customer needs; and employee requests (where possible).

Principle five: Take a jointly approved enterprise level approach to overseeing roster creation, changes, monitoring, and reporting.

Principle six: All **shift rosters** should be published as far in advance of being worked as is reasonably practicable. Changes to the published **shift roster** should be minimal to avoid disruption and notified as early as reasonably practicable.

**88. Transport Allowance**

- 88.1 For **shift workers** only, a transport allowance may be available where an employee does not have access to an MBIE-supplied vehicle, and their **shift roster** means that they are unable to use available public transport that would normally be available to employees working outside a **shift roster**.
- 88.2 To qualify, an employee must be employed on a **shift roster** that requires them to work at a premise (other than their place of residence) outside the hours of 7am and 7pm at least 25% of their **shifts**.
- 88.3 A qualifying employee will receive a gross allowance of \$2,200 per annum. For the avoidance of doubt, this allowance will attract PAYE and any other application deductions (e.g. KiwiSaver and student loan).
- 88.4 This allowance is not payable where an employee only qualifies because of an employee's flexible working arrangement under clause 29.
- 88.5 Where an employee works part time hours under clause 28.2, this allowance will be prorated accordingly.
- 88.6 Should a **shift worker** receiving this allowance no longer meet the criteria set out in this clause, they will no longer be entitled to receive payment.
- 89. Penal rates for shift workers**
- 89.1 This clause applies only to **shift workers** within Immigration New Zealand and Te Whakatairanga – Service Delivery Service Centres.
- 89.2 Penal time is time worked within the rostered hours of work that are paid at the following rates, in addition to normal salary. Employees who are:

- working at night are to be paid a penal rate of time and a quarter (T1/4), in addition to salary, for all ordinary hours of work between the hours of “8.00pm to 6.00am” (Including weekends). Other penal rates will be additional to this payment but will be calculated on the ordinary time hourly rateworking after midnight Friday/Saturday to midday Saturday are to be paid a penal rate at time and a half (T1/2) for the first three hours and then at a penal rate of time one (T1) thereafter
  - working midday Saturday to midnight Sunday/Monday at time one (T1)
  - rostered on public holidays are to be paid a penal rate of time one (T1) plus an alternative holiday. Clauses 44.3 and 44.4 do not apply to those employees covered by this clause.
- 89.3 Overtime and penal rates will not be paid in respect of the same hours.
- 90. Alternative paid holiday for rostered airport employees**
- 90.1 For rostered Immigration employees at an international airport, if a public holiday falls on an employee’s rostered day off, the employee shall be granted an alternative paid holiday. Clauses 44.5 and 44.6 do not apply to those employees covered by this clause.
- 91. Additional leave for Immigration shift employees**
- 91.1 The provision of additional annual holidays for **shift** employees is based on the disruption and inconvenience undergone by employees who continuously alternates shifts throughout the year. Qualification for this additional holiday entitlement is in accordance with the number of **shift** changes occurring during the year (employees who only alternate on shifts which fall wholly between the hours of 7.00am and 7.00pm will not qualify for extra leave).
- | SHIFT CHANGES EACH YEAR (NUMBER) | ADDITIONAL LEAVE (NUMBER OF DAYS) |
|----------------------------------|-----------------------------------|
| 8–15                             | 1                                 |
| 16–39                            | 3                                 |
| <b>40+</b>                       | <b>5</b>                          |

Table A: Additional leave for **shift workers**

## 13

## Disputes, employment problems and ending the employment relationship

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

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

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

- › **Conduct**
- › **Resolving problems**
- › **Notice of termination**
- › **Abandonment of employment**
- › **Cessation on medical grounds**
- › **Disciplinary procedures**
- › **Harassment**
- › **Personal grievance**
- › **Mediation**
- › **Collective problems or issues**

### 92. **Conduct**

- 92.1 MBIE will treat all employees with respect, and we expect everyone to behave with integrity at all times. The foreword to this Agreement sets out the behaviour that we encourage. Behaviour that is not acceptable is set out in MBIE's Code of Conduct and Te Kawa Mataaho Public Service Commission's Standards of Integrity and Conduct (the Codes).
- 92.2 Behaviour that is unwelcome and is embarrassing or intrusive will not be tolerated. It affects morale, work effectiveness and the right to enjoy a good working environment. This behaviour may include general harassment (such as bullying), sexual harassment (verbal or physical behaviour of a sexual nature) or racial harassment (verbal or physical behaviour that expresses hostility against an employee, or which brings an employee into contempt or ridicule on the grounds of their race, colour, or ethnic or national origins).
- 92.3 From time to time it will be necessary for MBIE to take action to address behaviour that is not consistent with the standards expected of each employee. Information on the process that is used in cases of misconduct or poor performance is in Te Kawa Mataaho Public Service Commission's Standards of Integrity and Conduct, MBIE's Code of Conduct and policies and procedures.

### 93. **Resolving problems**

- 93.1 It is possible that problems will arise during the course of our employment relationship. Problems should be resolved in good faith, as close to the point of origin as possible and through a process which is timely, fair and reasonable.
- 93.2 If **you**, the PSA or MBIE identify a problem, reasonable steps should be taken to let the other party know about the issue. Where **you** wish to raise a problem, this will almost always involve **you** first talking to your people leader (or their manager, or another manager or People and Culture, if it is not appropriate to talk to your people leader). A discussion is all it may take to resolve the matter.
- 93.3 **You** are entitled to be represented or supported at any time when addressing a problem. **You** can choose to be represented or supported by a PSA delegate or organiser, a colleague, a friend, a member of your family or whānau, a professional advisor or any other person.
- 93.4 Where possible, problems should be resolved between **you** and your people leader without recourse to external institutions. However, **you** are encouraged to seek advice where appropriate. **You** and MBIE have the right to access the services provided by the Mediation Service of MBIE, the Employment Relations Authority, the Employment Court or higher courts where appropriate, and in some cases the Human Rights Commission, to help resolve issues.
- 93.5 If **you** believe **you** have a personal grievance or dispute (as defined in the Employment Relations Act 2000) **you** must raise it or make reasonable efforts to raise it with an appropriate people leader within 90 days of the alleged action or the date it came to your attention, whichever is the later.
- 93.6 If **you** wish to raise a personal grievance more than 90 days after the alleged action occurred or the date upon which the alleged action came to your notice (whichever is the later), **you** must either seek MBIE's agreement or apply to the Employment Relations Authority to do so.
- 93.7 Further information concerning employment relationship problems, including information about raising and dealing with personal grievances and disputes, is in MBIE's policies and procedures.

#### **94. Notice of termination**

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

#### **95. Abandonment of employment**

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

#### **96. Cessation on medical grounds**

- 96.1 MBIE may approve an employee's early retirement for medical reasons. Where an employee retires on this basis they will receive a minimum payment of 65 days' salary.
- 96.2 Where an employee has more than 25 years' service, the entitlement will increase by four days per year or part thereof up to a maximum of 130 days.

#### **97. Disciplinary procedures**

- 97.1 The following principles are to be applied when dealing with disciplinary matters:
- **You** must be advised of your right to request PSA assistance and/or representation at any stage.
  - **You** must be advised of the specific issue(s) causing concern and be provided with a reasonable opportunity to state any reasons or explanations.
  - **You** must be advised of the corrective action required to amend your conduct and given a

reasonable opportunity to do so (except in the case of serious misconduct).

- Before any substantive disciplinary action is taken, an appropriate investigation will be undertaken by MBIE.
- Depending upon the seriousness of the misconduct a verbal warning should usually precede a written warning.
- The process and results of any disciplinary action is to be recorded in writing, sighted and acknowledged by **you**, and placed on your personal file.
- If the allegation is sufficiently serious the employee may be placed on paid suspension pending an investigation.

#### **98. Harassment**

- 98.1** If **you** consider that **you** have suffered any form of harassment, **you** may raise the matter informally with the individual(s) involved, or may choose to discuss the matter with the PSA or your people leader. The personal grievance or Human Rights Commission processes are also available.
- 98.2** Further information on harassment can be found in the Your work environment section of this Agreement, and MBIE's policies and procedures.

#### **99. Personal grievance**

- 99.1** If **you** are unable to resolve the employment problem and consider that **you** have a personal grievance, **you** have a period of 90 days from the time the event occurred, or the date it came to your attention, whichever is the later, to raise it with your people leader. MBIE may, however, agree in writing to **you** raising the personal grievance after that period. Also, in some exceptional circumstances, the 90-day period can be extended.
- 99.2** A personal grievance includes a claim that any of the following have occurred:
- **you** have been unjustifiably dismissed
  - **you** have had your employment or one or more conditions of your employment affected to your disadvantage by some unjustifiable action by MBIE
  - **you** have been discriminated against in your job
  - **you** have been sexually or racially harassed in your job
  - **you** have been subject to duress in their job because of your membership or non-membership of a union,

Or any other grounds specified in section 103 of the Employment Relations Act 2000.

- 99.3** Employees who believe that they have a personal grievance based on discrimination, sexual or racial harassment, may be able to make a complaint under the Human Rights Act 1993 to the Human Rights Commission.
- 99.4** **You** should note that a personal grievance cannot be referred to both the Human Rights Commission and the Employment Relations Authority. These are alternative options. Employees should seek the advice of the PSA before making a decision.

#### **100. Mediation**

- 100.1** In the event that a problem cannot be resolved internally, employees can access the Mediation Service. The Mediation Service provides general information about employment rights and obligations, as well as providing mediators to assist parties to resolve employment relationship problems. Prior to seeking mediation assistance, it is advisable to seek assistance from the PSA.
- 100.2** If employees consider that mediation is inappropriate or if the employment relationship problem has not been resolved after using the Mediation Service, the employee can apply to the Employment Relations Authority for assistance. The Authority's role is to investigate the problem and make a decision. This is a more formal step to take and the employee may want to have someone representing them.

**101. Collective problems or issues**

- 101.1 Where a workplace problem affects a group of employees, the affected group or their representatives should discuss the issue(s) with their people leader to seek an early resolution to the problem(s).
- 101.2 Advice and support is available from a PSA delegate or organiser in facilitating clarification, representation and resolution of the problem(s).
- 101.3 A problem solving approach to resolving the issue(s) is that, if the problems are not resolved through discussion with their people leader, they should be addressed to the people leader's manager.
- 101.4 If the matters are still not resolved they may be referred to the Mediation Service.
- 101.5 Should the matters not be resolved through mediation, or if the group considers that mediation is not appropriate, then the problem(s) may be referred to the Employment Relations Authority for assistance.
- 101.6 If a decision on either an individual or a collective matter is made by the Authority and an employee or the group are not satisfied with that decision, then they may be able to appeal the decision.
- 101.7 Should an employee want more information, they should approach their people leader, People and Culture and/or their PSA representative, or they can locate information on the Employment Relations Service website <https://www.employment.govt.nz/>

## 14 Grand-parented provisions

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### 102. Grand-parented provisions

- 102.1 Any terms and conditions **grand-parented** from previous collective agreements under the process provided in clause 100 of the 2016-2017 CEA between the parties that have been documented on MBIE's spreadsheet and in letters to individual employees confirming their **grand-parented** entitlements will continue to apply notwithstanding anything else in this Agreement.
- 102.2 If an employee on an Individual Employment Agreement becomes bound by this Agreement, they will (subject to verification) retain any **grand-parented** terms and conditions from a former legacy federation to the extent that the term or condition is the same as one recognised by MBIE for another employee or employees under clause 102.1 above.
- 102.3 To avoid doubt, notwithstanding anything in clauses 102.1 or 102.2 above, MBIE will continue to recognise terms and conditions relating to cessation leave and retiring leave that an employee has had **grand-parented** from a former legacy federation.

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

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

- Long service leave
- Annual leave
- Sick leave
- Retiring leave
- Cessation leave
- Redundancy compensation
- Hours of work
- Allowances
- Recognition of previous service.

**102.5** The process that was followed to achieve this is set out below:

- (a) MBIE will map individual entitlements to terms and conditions on a spreadsheet based on the date their employment commenced with MBIE (or its former legacy agencies) and the collective agreements they have been party to since that date.
- (b) Payroll leave entitlements will serve as the start point for the spreadsheet that will capture this information.
- (c) MBIE will provide results of terms and conditions mapping (as above) to the PSA. This will include details of any assumptions made when making decisions about **grand-parented** terms and conditions, where this has been necessary (e.g. due to incomplete or conflicting information on personal files).
- (d) Employees will receive a summary of their individual entitlements resulting from the mapping exercise.
- (e) MBIE will provide all available collective agreements that cover any current employee before the 3-month period in (f) commences.
- (f) Employees will have 3 months to raise any disputes about additional entitlements they believe should be **grand-parented**. The PSA will manage this process with MBIE.
- (g) Where agreement cannot be reached between the PSA and MBIE on any terms and conditions an individual member is entitled to grandparent, this will be addressed by using the provisions of clause 93 (Resolving problems). The employee with the dispute will fall outside of the rest of the process detailed in this clause until that dispute is resolved. In any such situation, the process above will continue for any other employees.
- (h) Each employee will receive a letter confirming their **grand-parented** entitlements and a copy will be placed on their personal file.

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

## 15 Signatories to this Agreement

Signed for and on behalf of

Hīkina Whakatutuki – The Ministry of Business, Innovation and Employment



**Carolyn Tremain**  
Chief Executive

Signed for and on behalf of

Te Pukenga Here Tikanga Mahi - New Zealand Public Service Association



**Basil Prestidge**  
Assistant Secretary

Dated at Wellington this 2<sup>nd</sup> Day of March 2022

# Appendix A

## GENDER PAY PRINCIPLES.

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### *Aim*

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

### *History*

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

### *Approach*

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

### *Application*

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

### *Influence*

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

#### 1. Freedom from Bias and Discrimination Principle

Employment and pay practices are free from the effects of conscious and unconscious bias and assumptions based on gender.

### *Issue statement*

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

This means:

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

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- › Employees, unions and agencies pay particular attention to the compounding impacts of gender combined with other factors
  - › Agencies value gender diversity and prioritise active protection from discrimination
  - › Leaders and decision makers develop strong relationships with Maori women to reduce opportunities for bias and discrimination to occur.

## 2. Transparency and Accessibility Principle

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

### *Issue statement*

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

This means

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

## 3. Relationship between Paid and Unpaid Work Principle

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

### *Issue statement*

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

This means

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

## 4. Sustainability Principle

Interventions and solutions are collectively developed and agreed, sustainable and enduring.

### *Issue statement*

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

This means

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

##### **5. Participation and Engagement Principle**

Employees, their unions and agencies work collaboratively to achieve mutually agreed outcomes.

*Issue statement*

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

This means

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

and different perspectives

- › Leaders and decision makers develop strong relationships with Maori women to ensure their needs and perspectives are addressed
- › Where collective agreements are negotiated they include agreed mechanisms to implement these Principles.

Source: Ministry for Women website - published 2 July 2018

New Zealand Government