



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

Collective Agreement

Kaimahi Staff

**1 December 2022 to 30 November
2024**

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1. General

1.1 Term

The Collective Agreement will come into force on 1 December 2022 and expires on 30 November 2024.

1.2 Status of Agreement

This agreement is a collective agreement pursuant to Part 5 of the Employment Relations Act 2000.

1.3 Parties

The parties to this Agreement are the:

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

1.4 Coverage

1.4.1 All permanent and fixed term staff without Human Resource delegations and formal staff management responsibilities, who are not specifically excluded from coverage under this provision.

1.4.2 The following are excluded from coverage under this agreement;

- All staff employed on casual agreements;
- All staff employed in People Experience (except those in the Workplace Culture and Learning Team and Recruitment Team);
- All staff employed in the Human Resources Information (HRIS) Team;
- Principal Solicitor Human Resources.

The parties acknowledge that these job and function titles may change during the term of this Agreement. Where this happens, the parties will discuss the application of this clause.

1.4.3 Provided the coverage clauses in 1.4.1 and 1.4.2 apply, all employees who are or become members of the PSA are automatically bound by this agreement.

1.4.4 The terms and conditions of this agreement apply to bound employees. Any additional terms and conditions must be subsequently agreed in writing between the employee and the Ministry.

1.4.5 When the Ministry enters into an employment agreement with a new employee it will inform the employee

- that this Agreement exists and covers work to be done by the employee
- that the employee may join the union (the PSA) that is a party to this Agreement
- how to contact the PSA
- if the employee joins the PSA, the employee will be bound by this Agreement
- a copy of this Agreement will be provided.

1.4.6 Allocation of new positions to pay bands

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

1.5 Previous Terms and Conditions

Any previous or existing written or verbal agreements relating to any employee's terms and conditions of employment are superseded by this agreement.

1.6 Integrity

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

The parties agree;

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

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

- Agreeing the original intent applies; or
- Clarifying and confirming the new intent.

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

1.7 Variation

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

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

1.8 Te Tiriti o Waitangi, Tikanga and Te Reo Māori

1.8.1 The Ministry affirms Te Tiriti o Waitangi/the 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 and are committed to developing processes which incorporate partnership principles.

1.8.2 Te Tiriti o Waitangi, Tikanga and Te Reo Māori

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

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

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

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

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

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

1.9 Te Reo Allowance

Te Tahū o te Ture values employees who proactively seek to normalise te reo Māori as part of their daily work activities.

It is committed to providing opportunities for all employees to develop their te reo skills and collectively work toward the aspiration of te reo Māori being spoken as a normal language of day-to-day communications amongst Ministry employees by the year 2040. Tahū o te Ture is committed to increasing the use of te reo Māori with the aim of improving outcomes for Māori.

Te Tahū o te Ture's aspiration is to be able to work proficiently across Te Ao Māori and Te Haerenga in all aspects of our work. Tahū o te Ture is committed to building its capability through increased use and knowledge of Te Reo Māori, Tikanga Māori, and the practical application of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Te Tahū o te Ture leads and supports Te reo revitalisation initiatives. Te Tahū o te Ture aspires to become a workplace in which te reo Māori flourishes, grows and is sustained as a normal language of daily use.

This allowance provides an avenue for all employees to work toward that goal. It also recognises that the Ministry may from time to time call upon those who receive the allowance to use te reo in their job. In discussion with their manager, the employee will arrange a suitable time with Te Taura Whiri i Te Reo Māori (The Māori Language Commission) to undergo a "Level Finder" assessment.

Tahū o te Ture will pay any costs directly associated with the assessment as may be levied by Te Taura Whiri i te Reo Māori for the assessment.

On achievement of appropriate certification by Te Taura Whiri i Te Reo Māori, or any other agreed attestation process, Te Tahū o te Ture shall pay one allowance in accordance with the following schedule:

ATTESTATIONS	ALLOWANCE
5	\$3,200 (per annum)
4	\$3,000 (per annum)
3	\$2,700 (per annum)
2	\$1,200 (per annum)
1	\$1,000 (per annum)

The allowance is pro rata for part time employees. All figures in the above table are before tax.

2. Union Facilities/Support

2.1 Recognition

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

2.2 PSA Ngā Kaupapa Principles

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

2.3 Access

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

2.4 Meetings/representation

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

2.5 Delegate facilities/support

- 2.5.1 The Ministry will provide reasonable access to facilities for all delegates to carry out their role. This includes, where practicable, access to a workstation (with word processing, email, printing and external internet capability), photocopying facilities and facilities for communication with members including meeting spaces, conferencing facilities, notice boards, internal mail, telephone and email, intranet page, and use of Ministry vehicles where such vehicles are available, and the vehicle use is considered appropriate.

2.5.2 Members will be allowed reasonable access to the PSA's external website. Delegates and members will observe all the Ministry's normal standards and policies that apply when using work resources.

2.5.3 The Ministry recognises Rūnanga delegates have a special role in the PSA structures, Rūnanga delegates are workplace delegates with an additional focus on the representation of Māori members on Māori issues in the workplace. The Ministry supports the additional work required by these delegates.

2.6 Induction/deductions

- 2.6.1 As part of the Ministry's induction process, the Ministry will provide new employees with a PSA membership pack which includes a membership application form and a union fee deduction authority. The Ministry will deduct union fees from the salary of employees who provide written authorisation. On request, but not more than six monthly, the Ministry will provide the PSA with a list of names of employees, in accordance with their relevant Collective Agreement, for whom PSA union fees are being deducted.

- 2.6.2 The Ministry will provide an opportunity for PSA representatives to meet new staff as part of any mihi/mihi whakatau orientation process. The Ministry will provide new employees with information about the PSA, including relevant contact details. The PSA will provide the relevant information to be given to employees.
- 2.6.3 When remitting deductions, the Ministry will provide an electronic deduction schedule which allows the PSA to account for fees have been deducted by employees and the period covered.
- 2.6.4 Where practicable, the Ministry will make arrangements to advise the PSA whenever deductions cease due to a member commencing a period of leave without pay; and to arrange for the recommencement of deductions when the member returns from a period of leave without pay.

2.7 Delegate Support and Training/Engagement

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

2.8 Union Responsibilities

The Union will:

- Work with the Ministry to achieve its business strategy
- Contribute positively to quality workplace relations
- Maintain open and regular communication with the Ministry
- Promote the speedy resolution of problems
- Provide leadership and representation for its members

2.9 Engagement and Consultation

- 2.9.1 The Ministry and the PSA are committed to building a strategic and effective relationship, and the Ministry is committed to ongoing consultation with the PSA and its members.
- 2.9.2 The Ministry and the PSA will meet nationally, regionally or locally on a regular basis, to discuss issues of mutual interest.

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

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

2.10 Business Principles

The parties commit to achieving these business principles:

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

2.11 Employer Responsibilities

The Ministry will:

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

2.12 Employee Responsibilities

Employees will:

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

3. Hours of work/overtime

3.1 Work/life balance and Workload principles

- 3.1.1 The Ministry recognises its responsibility to provide a safe working environment that promotes work/life balance and does not place unreasonable demands on employees, while meeting the Ministry's responsibilities to Government and the people of Aotearoa New Zealand.
- 3.1.2 In many locations, it may be necessary to have core hours of work to ensure coverage at certain times of the day. The Ministry supports employees balancing personal and family commitments with their working responsibilities, whilst ensuring that operational or business needs are met. This requires flexibility and co-operation by both the Ministry and employees as described in clause 4 Flexible Working Principles.
- 3.1.3 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.
- 3.1.4 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 people leader, PSA representative, health safety and wellbeing representative, or People Experience representative may be appropriate.

3.2 Standard hours

- 3.2.1 Full time employees will work 40 hours per week, to be worked between the hours of 7.00am and 10.00pm, Monday to Saturday, with 2 consecutive days off per week.
- 3.2.2 Normal hours of work (including start and finish times) for full time and part time employees will be as agreed between an employee and their people leader.
- 3.2.3 Variations to an employee's normal hours of work may be agreed between an employee and their people leader. Agreed variations will not be enforceable unless recorded in writing.
- 3.2.4 The parties recognise there may be situations where, by reason of genuine and urgent operational need, the Ministry may require employees to temporarily work different hours of work (falling within the parameters provided for by clause 3.1.2) for a period of up to 1 month.
- 3.2.5 Employees working on the Collection of Fines at Airports (CoFaA) and in the National Initial Investigations Office (NIIO) the following provisions apply:
- Employees' hours of work are set according to a roster with the roster providing cover for 24 hours per day, seven days per week, on 365 days of the year.
 - A roster will normally be for a period of 3 months (NIIO) or 2 months (CoFaA).
 - Any change to the roster will be advised at least 14 days prior to the change.
 - Where a rostered shift is a night shift (includes hours between the hours of 9pm and 7am) or a Sunday, the employee will be paid \$25.00 per 8 hour qualifying shift or \$30.00 per 10- or 12-hour qualifying shift.
 - Where a rostered shift is a night shift (includes hours between the hours of 9pm and 7am) or a Sunday, the employee will be provided with, or reimbursed for (on the production of receipts), secure car parking.
- 3.2.6 For staff working in the Contact Centre, hours of work will be set according to a roster and may be between 7am and 9pm on any day of the week. Any change to the roster

will be advised at least 14 days prior to the change. A roster will normally be for the duration of 2 months.
(see 3.1.6 above)

- 3.2.7 Home Agents are able to work flexibly and to determine their hours of work within operating hours and in conjunction with their people leader.

3.3 Paid breaks

- 3.3.1 Paid breaks will generally be 10 minutes for morning and afternoon teas, with an unpaid lunch break of up to one hour.

- 3.3.2 Timing and length of breaks will be agreed between employees and their direct people leader, considering the requirements of service provision and operations during that day.

3.4 Overtime

- 3.4.1 Employees in remuneration bands J4 and below, excluding National Office (with the exception of the positions listed below) will be paid at the rate of T1.5 for the first three hours and T2 thereafter for any hours worked in excess of 40 hours per week which have been authorised as overtime in advance by their people leader. Time on paid leave is included in the 40-hour qualifying period.

National Office positions that are eligible for overtime:

- Administration Officer
- Administrative Support
- Administrator
- Clerical Support Officer
- Criminal Records Assistant Administrator
- Criminal Records Officer
- Debt Officer
- Grants Officer
- Receptionist/Telephonist
- Support Officer
- Team Administrator

- 3.4.2 Where an employee agrees to work on a public holiday and those hours would be deemed overtime, the employee will receive the greater of:

- a) payment in accordance with clause 3.4.1, or
- b) payment in accordance with clause 7.4.

- 3.4.3 Where agreed between the people leader and the employee, time off in lieu (TOIL) may be substituted for overtime being paid on the basis of one hour's leave for each hour worked.

- 3.4.4 Employees in remuneration bands other than those specified above are not entitled to overtime payments. Where approved additional hours are worked, TOIL on the basis of one hour's leave for each hour worked may be agreed.

- 3.4.5 Where TOIL is approved, the people leader and employee will agree when the TOIL is to be taken. This should ideally be within one month of the TOIL being earned. All TOIL should be taken before annual leave is taken. If the employee and people leader cannot agree on when the TOIL will be taken, the people leader may direct the employee to take TOIL by providing the employee with at least 14 days' notice.

See Appendix A for overtime and TOIL entitlements for employees in grandparented pay bands.

3.5 Weekend/Public Holiday Court Sessions

3.5.1 Rostered Additional Hours

Where employees are rostered to work on a weekend or on a Public Holiday to support court sessions, rostered hours will not be for less than three hours and will be paid at the appropriate rate. The Ministry will aim to give 48 hours' notice where possible.

The Ministry will ensure adequate arrangements are in place to cover unplanned absences.

3.5.2 Standby

A Standby Roster may be operated in some circumstances where it is deemed appropriate for business requirements.

Employees who agree to be on standby for a Court session held on a weekend or Public Holiday are entitled to a payment of \$50 on each occasion as reasonable compensation for their availability to work over that weekend or Public Holiday.

Should the employee be required to attend work to support a court session, they will receive a minimum of three hours paid at the appropriate rate in addition to the Standby payment

3.6 Kitting Up Allowance

A Court Security Officer (including Senior Court Security Officer and Court Security Manager) is entitled to an annual allowance of \$1,500 (before tax) paid as a fortnightly allowance to recognise that they are unable to put on and take off the required health and safety clothing and equipment within work time.

4. Flexible Working Principles

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

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

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

1. If not, why not? All roles are treated as flexible unless there is a genuine business reason for a role not to be. Flexibility is equally available to women, men and gender-diverse employees, irrespective of the reason for wanting it. Working flexibly does not undermine career progression or pay.
2. Works for the role. Every role should be suitable for some form of flexibility but not every type of flexibility will work for every role. Genuine business reasons may mean that some types of flexibility cannot be implemented for some roles.
3. Works for the ministry and teams. Flexible working should not be viewed as something which is just agreed between an employee and people leader. This means that the impact of flexible arrangements should be considered on teams, and the Ministry as a whole.
4. Requires give and take. Flexibility requires give and take between the employee, people leader and team. It also places collective obligations on employees, people leaders and teams to be open and adaptable so that it works for everyone.

5. Mutually beneficial. Flexible working needs to work for the Ministry, its teams, and employees. Consideration should be given to how flexible work arrangements can maintain or enhance service delivery and the performance of the Ministry, its teams, and employees. It should not result in increased workloads for employees working flexibly, or for other team members who are not.
6. Actively championed by leaders. Leaders support, champion and role model flexible working for their teams and themselves.

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

5. **Remuneration**

The pay ranges applicable to employees bound by this Agreement are contained in Appendix D. The job groupings paid within each pay range are in Appendix C. The remuneration adjustments applying during the term of this agreement are listed below.

5.1 **Pay progression**

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

Progression for those on and up to Step 8 of the pay range is a 2-step progression in salary.5.1.2

Progression for those on Steps 9 - 13 of the pay range is a 1-step progression in salary.

Clauses 5.1.1 and 5.1.2 do not apply to fixed term Judges Clerks/Research Counsel. Instead, they progress through the remuneration scale in Appendix D, progressing 1 step every 6 months for the initial 18-month period.

5.1.3 Following any pay progression under 5.1. if an individual receives an 'outstanding performer' annual performance rating, they will be eligible for a further salary increase up to the maximum of their salary band. If the individual's salary is on or below Step 13 of the pay range this will be in the form of an additional step. If the individual's salary is on Top Step or above of the pay range this will be calculated at 1% of Step 9 of the pay range.

5.1.4 Pay Progression will not apply where:

- An employee is employed by the Ministry after 1 April in the relevant year;
- An employee has had career progression after 1 April of the relevant year and received a pay increase as a result;
- An employee has received an Out of Cycle increase after 1 April of the relevant year and that Out of Cycle was not as a result of;
 - Gender Pay remediation; or
 - Criminal Provider Approval Level (PAL) progression (i.e. for PDS lawyers);
- An employee has been appointed to a different role at the Ministry after 1 April and received a pay increase as a result;
- Fixed term employees have not been in their current position for more than 12 months at 30 June of the relevant year;
- An employee is on a Performance Improvement Plan (PIP) as at the date on which pay progression is effective (1 July).

5.1.5 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.

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

5.2 Payment of salary

5.2.1 Salary will be paid fortnightly into the employee's nominated bank account(s).

5.2.2 Advice of payments, including any alterations or deductions will be available through the Ministry Payroll Kiosk.

5.3 Deductions

5.3.1 The Ministry will make the appropriate deductions from any salary or wages due where an employee:

- takes unpaid time off work,
- is absent from work without authorisation,
- has not provided the required notice of termination,
- has taken leave in advance and is departing before it becomes due.

5.4 GSF

The Ministry will pay the employer's contribution for any staff who are members of the Government Superannuation Scheme, together with any tax required to be paid on that contribution by the employer.

4.7 Higher Duties

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

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

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

5.5 Gender Pay Principles

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

These are:

- Freedom from bias and discrimination - Employment and pay practices are free from the effects of conscious and unconscious bias and assumptions based on gender.
- Transparency and accessibility - Employment and pay practices, pay rates and systems are transparent. Information is readily accessible and understandable.

- Relationship between paid and unpaid work- Employment and pay practices recognise and account for different patterns of labour force participation by workers who are undertaking unpaid and/or caring work.
- Sustainability - Interventions and solutions are collectively developed and agreed, sustainable and enduring.
- Participation and engagement - Employees, their unions and agencies work collaboratively to achieve mutually agreed outcomes.

5.5.1 **Gender Pay Gap Action Plan**

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

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

6. **Expenses**

5.1 Employees will be reimbursed for actual and reasonable expenses (e.g. meals, accommodation and taxis) which have been authorised by the employee's people leader and are incurred in the course of employment.

5.2 Receipts must be produced for such reimbursement to occur.

5.3 Where an employee incurs costs for caring for dependants when required to attend work business (e.g. courses or travel) outside their usual hours of work, the employee's people leader may approve the reimbursement of some or all of those costs.

5.4 Where an employee is authorised to use a private vehicle for work purposes, a motor vehicle allowance will be paid at the rate published by the Ministry, which may be adjusted for tax purposes.

5.5 Employees will be reimbursed for the payment of admission, registration or annual practising fees where the holding of a practising certificate is necessary to carry out their duties fully.

5.6 The Ministry will provide, or meet the costs of, specific items of clothing where these are required for the role. The individual is responsible for meeting the costs of the standard of dress required for the role.

5.7 The Ministry will provide actual and reasonable reimbursement of the cost of a meal, where one is not provided, where an employee has worked at least 2 hours of approved overtime or approved additional hours and a meal break is required during this time.

7. **Leave/Holidays**

7.1 The Ministry is committed to ensuring all forms of leave are well managed and comply with good employer, statutory and employment agreement obligations.

7.1.1 Leave is available to employees working from home as their primary place of work, in the same way it is available for all Ministry employees.

7.1.2 Employees can obtain further information about their entitlements under the Holidays Act 2003 (and any subsequent amendments) from the Ministry of Business, Innovation and Employment or on the People Experience page of the Intranet.

7.2 **Service recognition for leave purposes**

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

- 7.2.1 The Ministry will recognise prior service from 13 May 2003 with other departments of the Public Service (as specified in the 2nd Schedule of the Public Service Act 2020), Ngā Pirihimana o Aotearoa New Zealand Police (as part of the Justice Sector and with any Crown Entity (excluding District Health Boards and the Education service as defined in the Public Service Act 2020 (e.g. School Boards of Trustees and Tertiary Education Institutions)), for the purposes of calculating continuous service for leave entitlements.
- 7.2.2 There will be no recognition of previous service for the purpose of calculating leave entitlements where that service was followed by a 15 month break in service (except where the break in service was for childcare of up to 4 years – see 7.2.7) or where that service ended with a redundancy/severance payment.
- 7.2.3 Leave for which continuous service is recognised is annual, long service (subject to 7.2.8, below) and parental leave. For fixed term employees only, previous service is also recognised for sick and domestic leave entitlement.
- 7.2.4 Previous service recognised as a result of the coming into effect of the Public Sector Common Employment Provisions for the purposes of service recognition in the Ministry will not be recognised prior to 13 May 2003.
- 7.2.5 Where continuous service was already recognised by the Ministry for a particular entitlement prior to the introduction of the public service common leave provisions, then that service will continue to be recognised for that purpose.
- 7.2.6 Continuous service after 13 May 2003 will be deemed to be broken after 15 months' break in service or where the service ends with a redundancy/severance payment. A break in service of over 3 months and less than 15 months' interrupts but does not break service. Where a break in service is less than 3 months, the service is considered continuous.
- 7.2.7 Continuous service after 13 May 2003 will be interrupted but not broken if the break in service was for childcare, so long as that break in service was not more than four years.
- 7.2.8 For the purposes of recognising service the employee will be required to provide evidence of prior service, including long service leave taken in any previous entitlement and confirmation that the service did not end with a redundancy/severance payment. The employer will maintain a record of this prior service for the purposes of calculating leave entitlements.

7.3 Annual Leave

Previous service may be credited to determine an employee's annual leave entitlement, see section 7.2, above.

- 7.3.1 Annual leave entitlements are pro-rated for part-time employees.
- 7.3.2 All permanent employees will have an annual leave entitlement of 4.4 weeks per annum for the first five years of service, increasing to 5 weeks per annum in the sixth and subsequent years.
- 7.3.3 Fixed term employees will have entitlement to 4 weeks' annual leave per annum.

- 7.3.4 Leave may be accumulated beyond one year's entitlement by agreement between the people leader and the employee, where a plan is in place for use of the accumulated leave. Where such a plan is in place, agreement will not be unreasonably withheld.
- 7.3.5 The timing of annual leave will be decided by agreement, taking into account work requirements and employees preferences and recognising that people leaders may require leave to be taken where more than one year's entitlement has accrued and no agreement has been reached on further accumulation, as per 6.3.4 above.
- 7.3.6 Where any office is open on the days between Kirihimete/Christmas and New Year, these are normal operating days. However, where any office is closed for the days between Christmas and New Year, the employees working in that office will be required to take the days in-between as annual leave. Where an employee has no leave available, those days will be either anticipated annual leave or leave without pay.
- 7.3.7 Approved annual leave will usually be paid as part of the normal pay cycle. However, it will be paid in advance where this is requested by the employee by giving notice of their request at least 14 days in advance of the leave being taken.
- 7.3.8 Salary trade for additional annual leave will be provided for and applied by agreement between the people leader and the employee. Where a salary sacrifice for additional annual leave is agreed between the people leader and the employee, the value of that additional leave will form part of total remuneration for salary purposes.
- 7.3.9 Periods of illness or injury during annual leave can be re-credited to the employee's annual leave entitlement by agreement between the employer and the employee.
- 7.3.10 An employee may anticipate up to 10 days' annual leave by mutual agreement with the employer, taking into account work requirements and personal preferences. Where an employee's employment ends and the employee has a negative annual leave balance as a result of anticipated annual leave, the employer may deduct the overtaken leave from any final pay owing. Where recovery from the final pay is not possible, the employee will pay the balance owing directly to the employer.

7.4 Public Holidays

- 7.4.1 Public holidays are as follows:

Christmas Day
 Boxing Day
 New Year's Day
 Second day of January (or some other day in its place)
 Waitangi Day
 Good Friday
 Easter Monday
 Anzac Day
 The birthday of the reigning Sovereign (observed on the first Monday in June) Te Rā
 Aro ki a Matariki/Matariki Observance Day
 Labour Day
 Anniversary Day (or some other day in its place).

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

- 7.4.3 Employees agree to work on public holidays where operational needs require. Where employees are required to work on a public holiday, they will be paid time and a half (T1½) for the hours worked. In addition, where the public holiday is an ordinary working day for the employees, they will be entitled to a paid day off in lieu, to be taken at an agreed time.
- 7.4.4 For employees who do not work on public holidays, they will be paid their usual salary for that day, where that day would otherwise have been a working day.
- 7.4.5 Where a full-time employee's days of work are usually determined by a roster and a Statutory Public Holiday falls on a day where the employee is not rostered to work, they will be granted an alternative day in lieu. The intent of this clause is for all full-time rostered workers to attain the equivalent of 11 Statutory Public Holidays.

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

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

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

7.5 Māuiui Sick and Whanaungatanga Domestic Leave

- 7.5.1 The Ministry supports employees taking reasonable time off work to recover from genuine illness or to care for a dependant family or household member who is sick. This clause is to be read in conjunction with the agreed Managing Sick and Domestic Leave Guidelines.
- 7.5.2 Permanent employees and Judges Clerks are entitled to actual and reasonable sick leave, for their own illness or to care for a dependant member of their household who is sick.
- 7.5.3 Fixed term employees, except for Judges Clerks, will be entitled to 10 days' sick leave per year, for their own illness or to care for a dependant member of their household who is sick.
- 7.5.4 All sick and domestic leave must be authorised by the employee's people leader, or it will be unpaid leave. A people leader may require an employee to supply a medical certificate after 3 consecutive days to support any sick leave taken.
- 7.5.5 The Ministry will actively support employees to facilitate their return to work following a period of absence for illness.
- 7.5.6 Where an employee's people leader has concerns about sick leave or domestic leave taken by an employee (including length, pattern or frequency), the people leader will formally discuss their concerns with the employee in the first instance. The employee may have a union representative or support person attend with them at that discussion. The employee's people leader may make inquiries about the reasons for or causes of the employee's absence and the employee will co-operate with any reasonable requests for information.

- 7.5.7 The employee's people leader may, where they consider it appropriate, require the employee to attend and be examined by a medical practitioner nominated by the Ministry. In such circumstances:
- The employee agrees to the Ministry providing information it considers relevant to the medical practitioner.
 - The employee agrees to the medical practitioner providing the employee's people leader with information about the employee's condition.
 - The people leader will discuss with the employee the information received from the medical practitioner and decide whether or not to authorise that sick leave being paid.
- 7.5.8 Any abuse of these sick and domestic leave provisions that is established to have occurred will result in disciplinary action.

7.6 Bereavement/ Tangihanga Hura Kōhatu / Whakatahe/ Miscarriage Leave

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

- 7.6.1 7.6.1 The Ministry supports employees taking reasonable time off on pay when they need to meet their obligations and/or pay their respects to a deceased person. This may be because of family connections to the deceased person, the employee has responsibilities and obligations for the arrangements for the ceremonies relating to the death or particular cultural requirements e.g. the employee's position in the whānau (family), marae commitments or for Pasifika employees especially if they hold a cultural title.
- 7.6.2 The amount of time required for this leave will be agreed in advance by the employee and their people leader. Additional time for travel will also be considered.
- 7.6.3 Where an employee or an employee's partner suffers a Whakatahe/miscarriage during the pregnancy, or a stillbirth, paid bereavement leave will be granted for a reasonable period of time as agreed between the employee and their people leader. This will be in addition to any sick leave taken under clause 6.5.
- 7.6.4 Employees will be entitled to a minimum of three days paid bereavement leave on the death of a close relative.
- 7.6.5 A minimum of one day's paid leave will be provided on the death of any other person if the employee's people leader accepts the employee has suffered bereavement.
- 7.6.6 Employees will be entitled to a minimum of one day's paid leave to attend Hura Kōhatu (unveiling).

7.7 Parental Leave

- 7.7.1 Previous service may be credited to determine an employee's parental leave entitlement, see section 7.2, above.
- 7.7.2 The Parental Leave and Employment Protection Act 1987 (PLEPA) will apply with the following additional benefits:
- 7.7.3 In regard to adoption these provisions also apply to whāngai (a person adopted in accordance with Tikanga Māori). Entitlement to these provisions is subject to the employee meeting any reasonable request from the Ministry for relevant information.

- 7.7.4 Employees with less than 12 months' service who meet the eligibility requirements, will be entitled to unpaid parental leave of up to 26 weeks.
- 7.7.5 Employees with 12 or more months' service, who meet the eligibility requirements, will be entitled to unpaid parental leave of up to 78 weeks.
- 7.7.6 Employees who are entitled to unpaid parental leave may apply to their people leader for a one-off payment, equivalent to 6 working weeks' salary calculated at the salary rate applying before the leave started, which is payable if the employee returns to work at the end of the leave and completes a further three months' service. If an employee takes parental leave of less than six weeks, they will receive the proportion of the payment that the leave represents in working days. Where both parents are employees in the Ministry, only one such payment will be available. Payments will be made on a pro rata basis if the employee was working part time before the leave started.
- 7.7.7 Under the PLEPA female employees are entitled to up to ten days' unpaid leave during pregnancy for reasons connected with their pregnancy. As an enhanced benefit, female employees are entitled to five of those days as paid leave (pro-rata for part time employees).
- 7.7.8 Employees continue to accrue annual leave during a period of parental leave. The Ministry will pay all annual leave taken following the return from parental leave on the basis of the employee's ordinary pay. Where the provisions of the Parental Leave and Employment Protection Act 1987 give a higher rate of payment, the Act will apply (i.e. payment on the basis of the employee's average weekly earnings for the 12 months).
- 7.7.9 Further information about parental leave entitlements can be found in the Parental Leave policy.

7.8 Long Service Leave

- 7.8.1 Previous service may be credited to determine an employee's long service leave entitlement, see section 7.2, above.
- 7.8.2 Permanent employees will become entitled to one week of long service leave after completing five years' continuous service with the Ministry, and another one week of long service leave for each subsequent five years of service.
- 7.8.3 Each entitlement of long service leave must be taken within five years of the entitlement arising, at a time agreed between the employee and their people leader. Payment will be calculated at the salary rate applying at the time the leave is taken and will be paid on a pro rata basis for part time employees. Long service leave will not be paid out at the end of the employee's employment with the Ministry.
- 7.8.4 Employees will become entitled to their first long service entitlement with the Ministry after the earlier of:
- 5 years' continuous service with the Ministry (1-week entitlement), or
 - 10 years' continuous service including recognition of prior service with other departments of the Public Service or any Crown Entity (2-week entitlement, less any long service leave previously taken).
- 7.8.5 PSA members only may choose to receive a gratuity in lieu of long service leave.

7.9 Voluntary military service

- 7.9.1 Volunteer Military Service leave will be allowed in accordance with the Volunteers Employment Protection Act 1973 (including any amendments or replacement) and the provisions of that Act will apply with the following additional benefits.
- 7.9.2 If an employee is eligible for protected voluntary training under that Act, they will be entitled to paid leave of up to 12 weeks for initial training, and then up to four weeks' paid leave per year for further training.
- 7.9.3 An employee will relinquish their entitlement to either Ministry salary or military pay and may be paid one organisation only in respect to this service.
- 7.9.4 Leave without pay of up to twelve months will be made available to employees undertaking peacekeeping duties.

7.10 Special leave

- 7.10.1 Special paid leave may be granted at the Ministry's discretion. Discretionary paid leave will be paid at base salary. The following are examples of when special paid leave may be considered:
- adverse or major events, e.g. natural disasters
 - if an employee is to receive an honour, award or tohu qualification
 - attendance as a competitor or accredited official representing New Zealand in a sporting or cultural event
 - urgent personal circumstances where other forms of leave are not appropriate or available

7.10.2 Adverse events

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

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

- 7.10.3 (a) In the event that a decision is made to close a worksite and where employees are available and willing to work but where no other alternative working arrangement is practicable, special paid leave as per 6.10.1 will be granted.

(b) When conditions make travel to work inadvisable or where a concern for personal safety is raised with the people leader, it may be agreed that it is more appropriate for the employee to work from home or at another suitable location. Where this is not possible, special leave may be granted at the Ministry's discretion as per 6.10.1

7.11 Discretionary leave without pay

- 7.11.1 An employee may apply for leave without pay and the employer will make reasonable efforts to accommodate such requests. Each application will be considered according to its merits with a decision made taking account of the circumstances of the individual as made known to the employer and the operational needs of the employer.
- 7.11.2 All annual leave will be expected to be taken prior to the commencement of extended leave without pay.
- 7.11.3 Approved discretionary leave without pay for periods in excess of one month will be regarded as extended discretionary leave. For extended discretionary leave without

pay of more than one month and up to three months, the position will be held open and service will be interrupted but not broken.

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

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

7.12 Ako Study Leave

7.12.1 An employee may be granted leave to undertake a programme of study as agreed with the employer. Support for study leave may include paid or unpaid leave for attendance at lectures, tutorials, workshops, and attendance and preparation for examinations or assessments; contribution to course fees; or use of work facilities.

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

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

7.13 Employment relations education leave (EREL)

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

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

8. Performance Development

The Ministry acknowledges its on-going commitment to supporting the professional development of all Ministry of Justice employees.

8.1 At the beginning of each performance year, each People leader will assist individual staff members to develop a personal performance and development plan that clearly details their performance goals and objectives for the coming year. The plan will identify development opportunities to support the staff member in achieving their objectives.

8.2 With this in mind, the Ministry and staff member recognise that the development of the plan is a shared responsibility.

8.3 The People leader will monitor the staff member's performance and provide regular feedback in accordance with the Ministry's policies, and the staff member may seek further feedback where appropriate.

8.4 The People leader will also where possible, provide the staff member with development opportunities in order to enable the staff member to realise his/her goals. The staff member also has responsibility for identifying development opportunities.

8.5 The People leader will meet formally with the staff member at least once every six months to review and discuss the staff member's performance and development over that period and provide the opportunity to re-assess the staff member's goals and objectives, if necessary.

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

9. *Learning and Development*

9.1 The Ministry is committed to developing the quality, professionalism and skills of its employees in order to:

- Respond appropriately to the needs of its users and stakeholders
- Ensure effective contribution to the goals of the Ministry
- Support future organisational achievement
- Assist personal career aspirations.

9.2 People leaders and employees share the responsibility for developing and enhancing competence in the workplace. They will therefore both work together to develop strategies to meet this responsibility. These may include:

- Coaching and feedback
- Learning on-the-job from an expert colleague
- Involvement in special projects
- Self-study programme
- Attendance at courses
- Secondment opportunities (refer to Secondments Policy)
- Participation in the Courts Qualification programme

9.3 These strategies must specifically assist the employees to achieve their required level of competence both in their current job and for promotional opportunities which may arise. Payment of any fees and course costs will be agreed by the people leader and employee.

9.4 To ensure that training and development strategies remain current and effective, they will be reassessed by the people leader and employee each year as part of the employee's performance review.

10. Wellbeing

10.1 Good Employer

The Ministry is committed to the fair and proper treatment of employees in all aspects of their employment, including the provision of:

- Good and safe working conditions
- An EEO programme to facilitate the impartial selection of suitably qualified persons for appointment.
- A transparent recruitment process.
- Recognition of the aims and aspirations, employment requirements and involvement of Māori in the public service.
- Opportunities for the enhancement of the abilities of individual employees.
- Recognition of the aims and aspirations and cultural differences of minority groups.
- Recognition of the employment requirements of women, and persons with disabilities.

10.2 Home Agents

Home Agents work from their home as their primary place of work. The Ministry will ensure that Home Agents are supported to work effectively, and their designated work area is set up correctly, including an ergonomic assessment.

10.3 Health and Safety

10.3.1 The Ministry is committed to ensuring its employees are healthy and safe.

10.3.2 This includes a positive workplace free of discrimination, harassment (including bullying) and injury.

10.3.3 The Ministry recognises that to achieve a healthy and safe workplace it must work with employees and their representatives to jointly promote practices that will eventually eliminate risk and harm to employees and others in the workplace. This includes supporting the Employee Participation Agreement and the role of health and safety representatives.

10.3.4 The risks associated with unhealthy workplace stress are recognised. People leaders and employees work together to create a work environment that minimises such stress, and be alert to, and take action to address any occurrence as early as possible.

10.3.5 The Ministry is committed to:

- Complying with the Health and Safety at Work Act 2015 and Health and Safety at Work Regulations 2016, (and its amendments or replacements) and the Human Rights Act 1993.
- Taking steps to prevent illness and injury at work.
- Establishing rehabilitation programmes to encourage a return to work.
- Involving employees and their representatives in the ongoing development of health and safety policies, systems and procedures in the workplace.
- Eliminating discrimination and harassment from the workplace.
- Ensuring management commitment and accountability for taking all practicable steps to promote health & safety practices.
- Ensuring training and support for employees.
- Providing the necessary safety equipment and procedures.

10.3.6 Employees are required to:

- Take reasonable care for their own health and safety and that of others in their workplace.
- Support the elimination of discrimination and harassment.

- Actively participate in and contribute to the continuous improvement of health and safety in the workplace.
- Undergo medical examinations as requested to assess safety and ability for performance of duties.
- Actively participate in rehabilitation programmes.
- Be aware of the emergency procedures.
- Comply with health and safety policies and procedures.

10.4 Hearing and Eye Health

10.4.1 Permanent employees are entitled to be reimbursed by the Ministry for the cost of a hearing or an eye test.

10.4.2 Where the test shows that hearing aids or glasses are required for work purposes, the Ministry will make a contribution towards the costs of hearing aids, glasses or contact lenses.

10.4.3 The maximum cost that the Ministry will reimburse under clause 10.4.2 will be \$300.00 including GST.

10.4.4 Reimbursements are not available to any employee who has received a reimbursement within the previous two years.

10.5 Employee Assistance

10.5.1 Employee assistance is available to all employees.

10.5.2 It represents the Ministry's commitment to the welfare of all staff and the promotion of a healthy working environment.

10.5.3 It is recognised that individuals may have personal or other problems that affect their work and employee assistance programme offers a way for these problems to be identified and resolved. Employee assistance is confidential, and participation will not adversely affect an employee's future promotional opportunities or security of employment.

11. Family Violence

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

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

- changes to their span or pattern of working hours, location of work or duties (including options that may be available under existing provisions for flexible work arrangements);
- a change to their work telephone number or email address; and
- other appropriate measures agreed between the Ministry and the employee.

11.3.2 The Ministry is committed to supporting employees affected by family violence. As per the Domestic Violence - Victims' Protection Act 2018, employees affected by domestic violence, including those who are supporting a child that has experienced domestic violence and who lives with them at least some of the time, are entitled to 10 days paid leave per annum. This is recorded as paid special leave for the purpose of maintaining confidentiality.

- 11.3.3 Additional paid special leave may be granted at the Ministry's discretion, where it is deemed appropriate in the circumstances. Such circumstances may include situations where an employee is supporting a family member.
- 11.3.4 Information related to an employee experiencing family violence will not be shared without the express consent of the employee unless it is determined that maintaining confidentiality puts them or others at risk of physical harm.
- 11.3.5 Employees experiencing family violence will have access to our Family Violence Contact People who can connect them with Family Violence agencies for specialist support.

12. Workplace Relations

12.1 Discipline and Dismissal

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

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

12.2 Employment Relationship Problems

An employment relationship problem can be defined as:

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

12.3 Resolving Employment Relationship Problems

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

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

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

12.4 Personal Grievances

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

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

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

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

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

12.5 Disputes

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

12.5.2 You should raise any issues of this nature with your people leader and union delegate/organiser as soon as practicable.

12.6 Formal Resolution Processes

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

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

13. Ending employment

13.1 Notice

- 13.1.1 One month's notice of termination must be provided in writing, except where the employee is being dismissed for serious misconduct in which case no notice is required. A lesser period of notice may be agreed.
- 13.1.2 The Ministry may pay out an employee's notice instead of requiring them to work during this period. Where an employee fails to provide the required notice, payment in lieu may be deducted from any salary or other money which the Ministry would otherwise be required to pay to the employee.
- 13.1.3 Where the employee is absent from work for a period of five working days without explanation or without good cause, they will be deemed to have abandoned their employment.
- 13.1.4 Staff employed prior to 26 November 1997 who have at least ten years' service and who leave the workforce permanently either by reason of retirement or illness will be entitled to the service-related benefit set out in Appendix A (1).

13.2 Medical Retirement

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

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

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

13.2.8 In some circumstances, following the above process the Ministry may determine that it will end an employee's employment on medical grounds. The payment provided for in 11.2.7 will apply in these circumstances.

13.3 Compassionate Grants

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

14. Management of Change

14.1 Change Principles

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

Change may be brought about by:

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

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

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

14.1.2 Where a change proposal results in employees being affected as in clause 14.1.3 the processes in 14.3-14.7 will be followed.

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

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

14.1.4 Where change is less significant (e.g. a small-scale change to a reporting line, or changes to work practices which impact on employees), a full change process may not be required but clauses 14.1 and 14.2, and the principles of good communication engagement and consultation will apply.

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

14.2 Consultation

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

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

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

14.3 Employee Support

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

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

14.3.2 In addition, personal counselling for employees will be available through employee assistance programmes.

14.4 Change processes

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

14.4.1 Reconfirmation

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

14.4.2 Reassignment

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

A suitable alternative position is one:

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

- process, a reasonable period of time will be given to the employee to make a decision as to whether to accept the offer.
- (d) Where an employee is offered a suitable alternative position that meets the criteria set out above and does not accept the offer then that employee will be given notice of termination by reason of redundancy but will not be entitled to receive redundancy compensation should they remain unplaced after all other options (14.4.4) have been exhausted.
 - e) Where an employee is offered an alternative position that does not meet the criteria set out above and does not accept the offer then that employee will still be entitled to receive redundancy compensation, should they remain unplaced after all other options (14.4.4) have been exhausted.
 - (f) For the purposes of placing staff, "same local area" will be within reasonable commuting time and distance for which specific boundaries and financial assistance will be determined.
 - (g) Relocation may be agreed, including any contribution to relocation costs, between the Ministry and the affected employee.
 - (h) Where an employee has not been made an offer of a Suitable Alternative Position, a discussion will be held with the employee to identify the next steps for them in the process.
 - (i) Where the employee agrees to accept reassignment to a lower pay band an equalisation allowance will apply. Salary equalisation for employees who accept reassignment will be made for 5 years where an employee is reassigned to a position at a lower salary. This will be abated by subsequent salary increases. As an alternative, the employee may choose a lump sum payment to make up for the loss of basic pay for 2 years. An employee may decline an offer of a role with a lower salary and still remain entitled to receive redundancy compensation.
 - (j) Where there is more than one clear candidate for a reassignment, the Ministry will operate a fair selection process.

14.4.3 **Non-affected employees**

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

14.4.4 **Other Options**

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

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

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

14.5 Severance Compensation

(a) The following severance compensation applies to employees:

- Employees who were employed by the Department for Courts prior to 26 November 1997 will receive compensation at the rate set out in the Appendix A (3) and will receive cessation leave in accordance with Appendix A (2)
- Employees who were employed by the Department for Courts after 26 November 1997 but prior to 17 December 1999 and were a party to the 1997 Department for Courts Collective Employment Contract will receive compensation at the rate of 15% of base salary for the first full year of service and 4% of base salary for each subsequent year of service, to a maximum of 52 weeks' gross salary.
- Employees whose employment with the Department for Courts or Ministry of Justice began after 26 November 1997 and who were not party to the 1997 Department for Courts Collective Employment Contract will receive compensation at the rate of 15% of base salary for the first full year of service and 4% of base salary for each subsequent year of service, to a maximum of 26 weeks' gross salary.
- Employees with less than one year's service will be paid 15% of gross salary earned to the date of termination.

(b) Fixed term employees will not be entitled to any compensation for redundancy.

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

14.6 Technical Redundancy

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

The conditions of employment offered are no less favourable than the employee's current conditions, and

- The offer is to employ the employee in a similar capacity as that in which the employee was employed by the employer, or in a capacity that the employee is willing to accept, and
- The new employer has agreed to treat service as if it is continuous.

14.7 Employee Protection

In this clause, "new employer", "restructuring", and "affected employee" will have the meaning given to them in Section 690I of the Employment Relations Act 2000. In particular, restructuring means where the Ministry is contracting out, selling or transferring all or part of its business.

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

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

- (a) explaining to a new employer the Ministry's obligation to negotiate about the restructuring;

- (b) informing a new employer that the Ministry wishes to negotiate in relation to the possible transfer of affected employees to the new employer and whether employees will transfer on their same terms and conditions of employment;
- (c) putting a proposal to a new employer in relation to whether affected employees will transfer to the new employer and if so whether they will transfer on their existing terms and conditions of employment;
- (d) considering any response from a new employer; and
- (e) attempting to reach an agreement with a new employer on whether any or all of the affected employees will transfer and on what terms and conditions.

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

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

15. Signatories

SIGNED FOR AND ON BEHALF OF:

The Chief Executive of the Ministry of Justice - Tāhū o te Ture
Referred to as the "Ministry" or "people leader"



Date: 15 February 2023

Andrew Kibblewhite
Chief Executive and Secretary for Justice

The New Zealand Public Service Association (Inc) – Te Pūkenga Here
Tikanga Mahi - on behalf of the members who it is authorised to negotiate for
Referred to as the "PSA"



Date: 13 February 2023

Alex Davies
Assistant National Secretary

Appendix A – Grandparented Provisions

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

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

Role	Existing Band	Proposed New Band
Processing Officer DV Team	B04	J1
Information Officer	B04	J1
AOD Court Coordinator	B07	J4
Regional Court Resourcing Advisor	B08	J5
Senior Judicial Support Officer	CIT04	ICT1
Project Coordinator ICT	CIT04	ICT1

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

2. Overtime

Employees in the following grandparented 2017/18 pay bands will be eligible for overtime and TOIL in accordance with clause 3.5 of this collective agreement.

Processing Officer DV Team	B04
Information Officer	B04
AOD Court Coordinator	B07

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

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

4. Grandparented Provisions for PSA member employees employed prior to 26 November 1997

1 Retiring Leave

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

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

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

2 Cessation Leave

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

5–10 years' service	22 days
10-15 years	44 days
15-24 years	65 days
25 years	69 days
26 years	73 days
27	77 days
28	81 days
29	86 days
30	90 days
31	94 days
32	99 days
33	103 days
34	107 days
35	111 days
36	116 days
37	120 days
38	125 days
39	129 days
40	131 days

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

3 Redundancy Compensation

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

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

(1) For all employees:

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

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

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

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

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

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

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

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

(2) In addition to (1) above, employees with 12 months or more continuous service will receive:
NOTE: For the purpose of this provision this means service in the State Sector as previously approved.

Except that service will not be recognised if it ended with the employee accepting severance or enhanced early retirement under any restructuring/surplus staffing provisions of any department of the Public Service or Parliamentary Service.

- (a) 8 percent of total ordinary pay for the preceding 12 months; except that employees with less than 2 years' continuous service with Department for Courts and the Department of Justice shall instead receive 10 percent; and
- (b) 4 percent of total ordinary pay for the preceding 12 months multiplied by the number of years of continuous service minus one, up to a maximum of 19; and
- (c) .333 percent of total ordinary pay for the preceding 12 months multiplied by the number of completed months in addition to completed years of continuous service, provided total service is less than 20 years.

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

4. Annual Leave – Family Court Co-Ordinators

The Chief Executive may grant one additional weeks' annual leave per year to Family Court Co-Ordinators employed before 26 November 1997, whose duties involve work outside normal hours.

5. Credit of Previous Service

Staff who were employed prior to 26 November 1997 and who had previous service credited for the purposes of leave and redundancy, will retain that entitlement.

6. National Office staff

Individual grandparenting arrangements entered into by National Office staff who were employees of the former Ministry of Justice as part of the settlement of the 2001 – 2004 collective agreement in respect of severance payments (including cessation leave as part of severance payment only) retiring leave and hours of work, remain in place under this Collective Agreement.

Appendix B – Management of Change Framework

Management of Change Framework

Principles

12.1 Change Principles

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

Change may be brought about by:

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

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

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

12.1.2 Where a change proposal results in employees being affected as in clause 14.1.3 the processes in 14.3-14.7 will be followed.

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

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

12.1.4 Where change is less significant (e.g. a small-scale change to a reporting line, or changes to work practices which impact on employees), a full change process may not be required but clauses 14.1 and 14.2, and the principles of good communication engagement and consultation will apply.

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

<p>direction taken.</p> <p><i>*If there is disagreement about what is considered significant change, then this will be discussed and resolved with the relevant Business Relationship People leader. Where escalation is required this should be to the weekly National PSA and PX engagement forum.</i></p>	<p>↓</p> <p><i>*If the future direction requires change to ways of working or a structural change, then the relevant steps will apply as per column C and D.</i></p>	<p>the PSA at each level of engagement and the PSA will have delegate representation on operational working groups.</p> <p>↓</p> <p>Because we will be working together to design solutions, ideally, we will agree on the way forward. However, if consensus is not possible the Ministry can make the ultimate decision.</p>	<p>are acting in that capacity.</p> <p>↓</p> <p>The relevant PSA delegates and organisers will be sent change information at agreed times, so they can support members. Delegates (and organisers if necessary) can support members through change processes; this includes collating members feedback and submitting on their behalf. Feedback from the PSA will be given genuine consideration prior to making any decisions on a final outcome.</p> <p>↓</p> <p>PSA will support any affected/impacted members through the process and its implementation including agreeing with the Ministry's application of change clauses.</p>
<p style="text-align: center;">Pilots and Trials</p> <p><u>What</u> - The Ministry has identified a concept which they would like to trial or pilot before proposing a broader roll out or implementation.</p> <p><u>Who</u> - PX and nominated PSA delegate/s.</p> <p><u>When</u> - When a pilot or trial is being considered.</p> <p><u>How</u> - All proposed trials and pilots require engagement with the PSA and PX. The size and scope of the trial will indicate the levels of engagement required.</p> <p>↓</p> <p>The purpose for having a trial or pilot must be clearly defined, with identified key measurables which will be considered in determining successes or failures.</p> <p>↓</p> <p>Pilots and trials will have a specified date for review determined at the beginning in the Terms of Reference and will have delegates or organisers involved in the review process.</p> <p>↓</p> <p>Once a review is complete, next steps will be identified, supported by the relevant principles.</p>			

Appendix C – Roles and their associated pay bands

As per section 54 of the Employment Relations Act 2000, a collective agreement must contain the rates of wages or salary payable to employees bound by the agreement. Where there is a discrepancy between the roles on this list and the roles described in the Coverage Clause (1.4) of this agreement, then the roles in the coverage clause take precedence.		
Salary Band	Position title	Business Unit
J02	Accounts Advisor	Strategy, Governance and Finance
	Accounts Officer	Strategy, Governance and Finance
	Administration & Support Officer	Operations and Service Delivery
	Administration Assistant	Judicial Office for Senior Courts
	Administration Officer	Operations and Service Delivery
	Administration Support	Office of the Chief Justice
	Administration Support Officer	Operations and Service Delivery
	Administrative Support	Te Arawhiti
	Administrator	Operations and Service Delivery
	Administrator Workflow & Reporting	Strategy, Governance and Finance
	Claims Team Administrator	Operations and Service Delivery
	Clerical Support Officer	Operations and Service Delivery
	Contracts Support	Corporate and Digital Services
	Court Registry Support Officer	Operations and Service Delivery
	Court Registry Support Officer (PB)	Operations and Service Delivery
	Criminal Records Assistant Administrator	Operations and Service Delivery
	Criminal Records Officer	Operations and Service Delivery
	Data Intern	Strategy, Governance and Finance
	File Management Clerk	Operations and Service Delivery
	Finance Advisor	Operations and Service Delivery
	Intern	Operations and Service Delivery
	Judicial & Business Services Coordinator	Operations and Service Delivery
	Judicial Administration Officer	Operations and Service Delivery
	Legal Support Assistant	Office of Legal Counsel
	Library Assistant	Various
	Processing Officer	Operations and Service Delivery
	Processing Officer DV	Operations and Service Delivery
	Project Administrator	Corporate and Digital Services
	Project Assistant	Corporate and Digital Services
	Reception/Admin Assistant	Operations and Service Delivery
	Receptionist/Telephonist	Corporate and Digital Services
	Recruitment Coordinator	Corporate and Digital Services
	Summer Intern	Various
	Support Officer	Corporate and Digital Services
	Support Officer (Admin & Word Processing)	Operations and Service Delivery
	Support Officer (Administration)	Operations and Service Delivery
	Support Officer (Case Management)	Operations and Service Delivery
	Support Officer (Jud Supp & Word Process)	Operations and Service Delivery
	Team Administrator	Operations and Service Delivery
J03	Analyst Commercial Services	Corporate and Digital Services
	Assistant Accountant	Strategy, Governance and Finance
	Business Coordinator	Policy
	Business Co-Ordinator	Ātea a Rangi
	Case Manager	Operations and Service Delivery
	Central Processing Officer	Operations and Service Delivery
	Collections Registry Officer	Operations and Service Delivery
	Court Registry Officer	Operations and Service Delivery
	Court Registry Officer (Probate Work)	Operations and Service Delivery
	Court Registry Officer Juror Admin	Operations and Service Delivery
	Court Reporter	Operations and Service Delivery
	Court Security Officer	Corporate and Digital Services
	CSO Control Room Operator	Corporate and Digital Services
	Debt Officer	Operations and Service Delivery

	District Administrator Executive Assistant Executive Support Finance Adviser Finance Advisor General Manager's Advisor Governance Coordinator Grants Officer Information Advisor Judges Assistant Judges Personal Assistant Judicial Personal Assistant Legal Aid Debt Officer Legal Secretary National Registry Officer NIO Coordinator Pae Tukutuku Pae Tukutuku, Poutama Pae Tukutuku, Purapura Whetu Pae Whakapā Payroll Officer Personal Assistant Project Coordinator Records Preservation Officer Registrarial Administrator Report Writing and Research Assistant Research Assistant Senior Administration Officer Senior Administrator Supreme Court Visitor Services Officer	Operations and Service Delivery Various Various The Office of the Chief Justice Strategy, Governance and Finance Corporate and Digital Services Corporate and Digital Services Operations and Service Delivery Operations and Service Delivery Operations and Service Delivery Operations and Service Delivery Operations and Service Delivery Office of Legal Counsel Operations and Service Delivery Operations and Service Delivery Operations and Service Delivery Operations and Service Delivery Operations and Service Delivery Strategy, Governance and Finance Various Te Arawhiti Operations and Service Delivery Operations and Service Delivery Operations and Service Delivery Te Arawhiti Various Operations and Service Delivery Office of the Chief Justice
J04	Advisor Advisor (Lvl 1) Advisory Officer Analyst Analyst (Lvl 1) AOD Court Coordinator AODT Court Coordinator Assistant Registrar Associate to Associate Judge Bailiff Claims Coordinator Coordinator Coronial Case Manager Criminal Summary Scheduler District Court Scheduler Executive Assistant Executive Assistant to Chief DCJ Executive Assistant to Principal FCJ Executive Assistant to Principal YCJ Executive Support Hearing Manager High Court Scheduler Intern Policy Advisor Judges Assistant Judges Associate Judges Associate Chief High Court Judge Judges Associate Chief Justice Judges Clerk Judges Personal Assistant Knowledge & Information Administrator	Family Violence Joint Venture Various Operations and Service Delivery Strategy, Governance and Finance Various Operations and Service Delivery Operations and Service Delivery Operations and Service Delivery Office of the Chief Justice Operations and Service Delivery Operations and Service Delivery Corporate and Digital Services Operations and Service Delivery Operations and Service Delivery Operations and Service Delivery Various Operations and Service Delivery Operations and Service Delivery Operations and Service Delivery Various Operations and Service Delivery Operations and Service Delivery Operations and Service Delivery Office of the Chief Justice Office of the Chief Justice Operations and Service Delivery Office of the Chief Justice Operations and Service Delivery Operations and Service Delivery

	Legal Secretary Lead Mapping Officer National Scheduler (NSD Rostering) Policy Advisor (Lvl 1) Programme Co-Ordinator PX Coordinator Records & Information Mgmt Coordinator Recruitment Advisor Research Counsel Scheduler Senior Account Advisor Senior Court Reporter Senior Court Reporter (Te Reo Māori) Senior Court Security Officer Senior NIIO Coordinator Support Services and Programme Coordinator Support Services Coordinator Systems Administrator Wānanga Coordinator Workflow Scheduler	Office of Legal Counsel Operations and Service Delivery Operations and Service Delivery Various Te Arawhiti Corporate and Digital Services Te Arawhiti Corporate and Digital Services Operations and Service Delivery Operations and Service Delivery Strategy, Governance and Finance Operations and Service Delivery Operations and Service Delivery Corporate and Digital Services Operations and Service Delivery Operations and Service Delivery Office of the Chief Justice Corporate and Digital Services Ātea a Rangi Operations and Service Delivery
J05	Advisor Advisor (Level 2) Advisor (Lvl 2) Advisor Appointments and Specialist Functions Advisor EPMO Advisor Information and Records Advisor Ministerial Governance Advisor Ministerial Correspondence Advisor Official Correspondence Advisor Official Correspondence & Communications Advisor OSD Advisor Procurement Advisor Projects (Te Kura Pacific Justice Sector Programme) Advisor Publishing Advisor Resource Development Advisor Workflow and Reporting Advisor, Digital Channels Advisor, Media Advisor, Planning Analyst (Lvl 2) Assistant Systems Accountant Business Advisor Business Analyst Business Analyst – MLIS Business Resilience and Emergency Management Consultant Communication Advisor Communications Advisor Content Advisor Court Librarian Court Librarian - Special Jurisdictions Court Victim Advisor Executive Assistant President COA Family Court Co-Ordinator Health, Safety and Security Advisor HSS Advisor Integrated Safety Response Coordinator Judges Clerk	Various Ātea a Rangi Various Office of Legal Counsel Strategy, Governance and Finance Te Arawhiti Family Violence Joint Venture Various Operations and Service Delivery Strategy, Governance and Finance Operations and Service Delivery Corporate and Digital Services Office of the Chief Justice Operations and Service Delivery Operations and Service Delivery Strategy, Governance and Finance Strategy, Governance and Finance Strategy, Governance and Finance Strategy, Governance and Finance Various Strategy, Governance and Finance Operations and Service Delivery Operations and Service Delivery Operations and Service Delivery Corporate and Digital Services Family Violence Joint Venture Strategy, Governance and Finance Office of the Chief Justice Operations and Service Delivery Operations and Service Delivery Operations and Service Delivery The Office of the Chief Justice Operations and Service Delivery Corporate and Digital Services Corporate and Digital Services Operations and Service Delivery Operations and Service Delivery

J06

Judicial Events Planner
Judicial Intranets Editor Administrator
Judicial Publications Officer
Judicial Resource Manager/PA
Judicial Support Advisor
Judicial Support Advisor -Marine & Coastal
Legal & Research Advisor
Legal & Research Counsel
Legal & Research Counsel, Coronial Services
Legal & Research Officer
Policy Advisor (Lvl 2)
Portfolio Analyst
Programme and Events Coordinator
Project Coordinator
Puna Kōrero
Recruitment Advisor
Registrar
Research Counsel
Researcher Analyst
Security Consultant
Senior Editor
Senior Executive Assistant
Senior Payroll Officer

Settlement Advisor Protection Mechanism
Snr Executive Assistant to Chief Justice
Specialist Applications Case Manager
Technical Coach
Technical Specialist
Trainer
Trainer (Auckland)
Trainer (Central)
Trainer (Wellington)
Trainer (Southern)
Accountant
Advisor
Advisor Asset Management Reporting
Advisor Central Authority
Advisor Statutory Appointments (Lvl 2)
Bench Book Researcher
Business Advisor
Business Systems Analyst
Deputy Registrar
Geospatial Analyst
Historian (Lvl 2)
Implementation Co-Ordinator
Judicial Intranet and Web Advisor
Kaiarahi Family Court Navigator
Kaitakawaenga
Land Advisor
National Trainer
Pae Manawa
Pae Tohutohu
Policy Advisor (Lvl 2)
Portfolio Analyst
Pou Arahi Tikanga, Advisor Cultural Strategy
Programme Coordinator Assets & Facilities
Project Coordinator
Property Programme Coordinator
Property Project Coordinator

The Office of the Chief Justice
The Office of the Chief Justice
Operations and Service Delivery
Operations and Service Delivery
Operations and Service Delivery
Operations and Service Delivery
Operations and Service Delivery
Operations and Service Delivery
Operations and Service Delivery
Operations and Service Delivery
Various
Strategy, Governance and Finance
Office of the Chief Justice
Policy
Operations and Service Delivery
Corporate and Digital Services
Operations and Service Delivery
Operations and Service Delivery
Operations and Service Delivery
Operations and Service Delivery
Corporate and Digital Services
Operations and Service Delivery
Various
Strategy, Governance and Finance

Te Arawhiti
Office of the Chief Justice
Operations and Service Delivery
Corporate and Digital Services
Office of the Chief Justice
Operations and Service Delivery
Operations and Service Delivery
Operations and Service Delivery
Operations and Service Delivery
Operations and Service Delivery
Operations and Service Delivery
Strategy, Governance and Finance
Policy
Operations and Service Delivery
Office of Legal Counsel
Office of Legal Counsel
Office of the Chief Justice
Sector Group
Operations and Service Delivery
Operations and Service Delivery
Te Arawhiti
Te Arawhiti
Te Arawhiti
Office of the Chief Justice
Operations and Service Delivery
Operations and Service Delivery
Te Arawhiti
Family Violence Joint Venture
Operations and Service Delivery
Operations and Service Delivery
Policy
Corporate and Digital Services
Operations and Service Delivery
Corporate and Digital Services
Ātea a Rangi
Corporate and Digital Services
Corporate and Digital Services

J07

Puna Hapai
Regional Scheduling Advisor
Security Education and Awareness Consultant
Senior Advisor Commercial Leasing
Senior Claims Coordinator
Senior Payroll Specialist
Solicitor (Lvl 2)
System Analyst HR
Systems Accountant
Te Pou Arahi Tikanga, Culture Advisor
Training Designer
Transition Advisor
Bench Book Editor
Contract & Procurement Advisor
Facilitator
Facilities Manager
Health and Safety Business Partner (Central)
Health and Safety Business Partner (Lower North)
Health and Safety Business Partner (Southern)
Health and Safety Business Partner (Northern)
Health, Safety and Security Senior Advisor
Judicial Resource Manager
Legal Publications Manager
Management Accountant
National Technical Advisor
PDS Training Advisor
Puna Kōrero Matua
Registrar
Registrar HC & Specialist Tech Advisor
Senior Advisor
Senior Advisor – Projects and Performance
Senior Advisor Education and Development
Senior Advisor Implementation (FV&SV)
Senior Advisor Ministerial Services
Senior Advisor Official Correspondence
Senior Advisor Projects
Senior Advisor Project Management
Senior Advisor Property Strategy
Senior Advisor Publishing
Senior Advisor Reporting
Senior Advisor Resource Development
Senior Advisor Stat & Judicial
Senior Advisor, Digital Channels
Senior Advisor, Graphic Design
Senior Advisor, Ministerial Services
Senior Business Advisor
Senior Business Analyst
Senior Business Services Advisor
Senior Commercial Advisor
Senior Communications Advisor
Senior Communications Advisor
Senior Data and Information Analyst
Senior Facilitator
Senior Financial Accountant
Senior Graphic Designer
Senior Health, Safety and Security Advisor
Senior Judicial Communications Advisor
Senior Land Advisor
Senior Privacy Consultant
Senior Recruitment Advisor

Operations and Service Delivery
Operations and Service Delivery
Corporate and Digital Services
Corporate and Digital Services
Operations and Service Delivery
Strategy, Governance and Finance
Te Arawhiti
Strategy, Governance and Finance
Strategy, Governance and Finance
Ātea a Rangi
Operations and Service Delivery
Operations and Service Delivery
The Office of the Chief Justice
Te Arawhiti
Corporate and Digital Services
Corporate and Digital Services
Corporate and Digital Services
Corporate and Digital Services
Corporate and Digital Services
Corporate and Digital Services
Corporate and Digital Services
Operations and Service Delivery
The Office of the Chief Justice
Strategy, Governance and Finance
Operations and Service Delivery
Office of Legal Counsel
Operations and Service Delivery
Operations and Service Delivery
Operations and Service Delivery
Various
Corporate and Digital Services
The Office of the Chief Justice
Operations and Service Delivery
Family Violence Joint Venture
Te Arawhiti
The Office of the Chief Justice
Te Arawhiti
Corporate and Digital Services
Operations and Service Delivery
Te Arawhiti
Operations and Service Delivery
Office of Legal Counsel
Strategy, Governance and Finance
Strategy, Governance and Finance
Strategy, Governance and Finance
Various
Various
Family Violence Joint Venture
Corporate and Digital Services
Family Violence Joint Venture
Strategy, Governance and Finance
Strategy, Governance and Finance
Operations and Service Delivery
Strategy, Governance and Finance
Strategy, Governance and Finance
Corporate and Digital Services
The Office of the Chief Justice
Te Arawhiti
Corporate and Digital Services
Corporate and Digital Services

	Senior Report-Writer/Analyst	Operations and Service Delivery
	Senior Researcher Analyst	Operations and Service Delivery
	Senior Systems Accountant	Strategy, Governance and Finance
	Senior Systems Accountant	Strategy, Governance and Finance
	Solicitor (Legal Aid)	Operations and Service Delivery
	Senior Training Advisor	Operations and Service Delivery
	Tech Practice & Improvement Specialist	Office of Legal Counsel
J08	Deputy National Scheduler	Operations and Service Delivery
	Facilities Technical Operations Manager	Corporate and Digital Services
	Finance Business Partner	Strategy, Governance and Finance
	Judicial Security Manager	Corporate and Digital Services
	Legal Executive	Te Arawhiti
	National Roster Manager	Office of the Chief Justice
	Principal Advisor	Various
	Principal Advisor Court Information	Operations and Service Delivery
	Principal Advisor Disputes Tribunal Registrar	Operations and Service Delivery
	Principal Advisor Ministerial Services	Strategy, Governance and Finance
	Principal Advisor Ministry Information	Corporate and Digital Services
	Principal Advisor Sustainability	Corporate and Digital Services
	Principal Advisor, Media	Strategy, Governance and Finance
	Principal Advisor, Social Media	Strategy, Governance and Finance
	Principal Communications Advisor	Operations and Service Delivery
	Principal Facilitator	Operations and Service Delivery
	Principal Historian	Operations and Service Delivery
	Principal Judicial Communications Advisor	Operations and Service Delivery
	Principal Privacy Consultant	Corporate and Digital Services
	Principal Researcher Analyst	Operations and Service Delivery
	Project Lead HSS	Corporate and Digital Services
	Project Manager	Te Arawhiti
	Project Manager (Amokura)	Te Arawhiti
	Project Manager Asset Management	Corporate and Digital Services
	Property Project Manager	Corporate and Digital Services
	Senior Advisor	Various
	Senior Advisor - Māori Engagement	Ātea a Rangi
	Senior Advisor (Evaluation)	Strategy, Governance and Finance
	Senior Advisor Commercial Services	Corporate and Digital Services
	Senior Advisor EPMO	Strategy, Governance and Finance
	Senior Advisor Implementation	Te Arawhiti
	Senior Advisor Leadership and Performance	Office of Legal Counsel
	Senior Advisor Policy	Ātea a Rangi
	Senior Advisor, Commercial Services	Corporate and Digital Services
	Senior Advisor, Inclusion and Diversity	Corporate and Digital Services
	Senior Analyst	Various
	Senior Business Data Analyst	Corporate and Digital Services
	Senior Business Resilience and Emergency Management Consultant	Corporate and Digital Services
	Senior Funding Analyst	Te Arawhiti
	Senior Historian	Te Arawhiti
	Senior Policy Advisor	Various
	Senior Risk and Assurance Data Specialist	
	Senior Risk Management Consultant	Corporate and Digital Services
	Senior Solicitor	Office of Legal Counsel
	Senior Technical Security Advisor	Corporate and Digital Services
	Snr Financial Modelling & Data Analyst	Strategy, Governance and Finance
	Strategic Comms Business Partner	Strategy, Governance and Finance
	Strategic Management Accountant	Strategy, Governance and Finance
J09	Auckland Programme Manager	Corporate and Digital Services
	Business Change Manager	Operations and Service Delivery
	Chief Advisor	Sector Group
	Chief Analyst	Te Arawhiti

J10	Chief Historian Fixed Term Principal Advisor - Programme Lead National Systems Practice Leads Principal Advisor Principal Advisor (BCP & Technology) Principal Advisor Business Services Principal Advisor Implementation Principal Advisor Investment Strategy Principal Advisor President COA Principal Advisor Sector Information Principal Advisor Stakeholder Relationships Principal Advisor Statistics Principal Advisor Strategic Information Principal Advisor Strategy Principal Advisor Strategy, Planning and Performance Principal Analyst Principal Business Advisor Principal Communications and Engagement Advisor Principal Communications Lead Principal Historian Principal Land Advisor Principal Ministerials Advisor Principal Security Consultant Principal Solicitor Registrar Senior Legal Specialist - Court of Appeal Senior Strategic Advisor	Operations and Service Delivery Strategy, Governance and Finance Family Violence Joint Venture Various Corporate and Digital Services Corporate and Digital Services Operations and Service Delivery Strategy, Governance and Finance The Office of the Chief Justice Corporate and Digital Services Corporate and Digital Services Policy Corporate and Digital Services Te Arawhiti Strategy, Governance and Finance Various Policy Sector Directorate Family Violence Joint Venture Te Arawhiti Te Arawhiti Family Violence Joint Venture Corporate and Digital Services Office of Legal Counsel Operations and Service Delivery Operations and Service Delivery
	Chief Advisor Chief Policy Advisor EPMO Lead, Assurance Project Director Project Director, Innovative Courts Special Counsel Strategic Advisor to the Chief Executive	Ātea a Rangi Ātea a Rangi Strategy, Governance and Finance Corporate and Digital Services Corporate and Digital Services Office of Legal Counsel Family Violence Joint Venture
J11	Chief Advisor Chief Advisor Māori Chief Advisor System Program Manager Tumu a Tikanga	Various Family Violence Joint Venture Family Violence Joint Venture Family Violence Joint Venture Te Arawhiti
ICT1	Information Advisor Judicial Support Officer Library Advisor Project Coordinator Lead Judicial Support Officer	Corporate and Digital Services Corporate and Digital Services Corporate and Digital Services Corporate and Digital Services Corporate and Digital Services
ICT2	Applications Support Analyst Test Analyst	Corporate and Digital Services Corporate and Digital Services
ICT3	Assurance Analysis and Reporting Consultant Information Security Analyst Purchasing & Fulfilment Analyst Software & Licencing Analyst Test Engineer	Corporate and Digital Services Corporate and Digital Services Corporate and Digital Services Corporate and Digital Services Corporate and Digital Services
ICT4	Application Engineer Business Analyst	Corporate and Digital Services Corporate and Digital Services

	Delivery Engineer	Corporate and Digital Services
	ICT Commercial Analyst	Corporate and Digital Services
	Information Security Consultant	Corporate and Digital Services
	Senior Advisor	Corporate and Digital Services
	Senior Developer Information & BI	Corporate and Digital Services
	Senior Information Advisor	Corporate and Digital Services
	Senior Library Advisor	Corporate and Digital Services
	Senior System Analyst SAP	Corporate and Digital Services
	Senior System Analyst HR	Corporate and Digital Services
	Technical Product Lead	Corporate and Digital Services
ICT5	Capacity Manager	Corporate and Digital Services
	ICT Device Employment Lead	Corporate and Digital Services
	Project Manager	Corporate and Digital Services
	Property Change Lead	Corporate and Digital Services
	Senior Advisor Asset & Investment Planning	Corporate and Digital Services
	Senior Advisor Business Intelligence	Corporate and Digital Services
	Service Level & Incident Manager	Corporate and Digital Services
	Solution Architect	Corporate and Digital Services
ICT6	Enterprise Information Architect	Corporate and Digital Services
	IT Security Operations Lead	Corporate and Digital Services
	Portfolio Architect	Corporate and Digital Services
	Principal Advisor Enterprise Planning	Corporate and Digital Services
	Product Delivery Lead	Corporate and Digital Services
	Senior Information Security Consultant	Corporate and Digital Services
	Senior Information Security Specialist	Corporate and Digital Services
	Service Designer	Corporate and Digital Services
	Strategic Business Partner	Corporate and Digital Services
	Strategic Consultant Resilience and Assurance	Corporate and Digital Services
ICT7	Enterprise Designer	Corporate and Digital Services
	Principal Information Security Consultant	Corporate and Digital Services
	Security Architect	Corporate and Digital Services
PDS1	Law Graduate	Office of Legal Counsel
	Summer Intern	Office of Legal Counsel
PDS2	Supervised Provider	Office of Legal Counsel
PDS3	Junior Lawyer	Office of Legal Counsel
PDS4	Intermediate Lawyer	Office of Legal Counsel
PDS5	Senior Lawyer	Office of Legal Counsel
PDS6	Duty Lawyer Supervisor	Office of Legal Counsel
	Senior Lawyer	Office of Legal Counsel
PDS7	Principal Lawyer	Office of Legal Counsel

Appendix D: Pay bands for PSA Staff Collective Agreement 2022 -2024

2022/23 Band Structure

(effective 1 Dec 2022 - 31 May 2023)

Main Ministry Ranges:

Step	1	2	3	4	5	6	7	8	9	10	11	12	13	Top Step	Max of Range
J2	\$48,343	\$49,480	\$50,618	\$51,755	\$52,893	\$54,030	\$55,168	\$56,305	\$57,443	\$58,580	\$59,718	\$60,855	\$61,993	\$63,130	\$68,249
J3	\$52,729	\$53,970	\$55,210	\$56,451	\$57,692	\$58,932	\$60,173	\$61,414	\$62,654	\$63,895	\$65,136	\$66,376	\$67,617	\$68,858	\$74,441
J4	\$59,066	\$60,455	\$61,845	\$63,235	\$64,625	\$66,015	\$67,404	\$68,794	\$70,184	\$71,574	\$72,963	\$74,353	\$75,743	\$77,133	\$83,387
J5	\$66,518	\$68,084	\$69,649	\$71,214	\$72,779	\$74,344	\$75,909	\$77,474	\$79,040	\$80,605	\$82,170	\$83,735	\$85,300	\$86,865	\$93,908
J6	\$77,128	\$78,943	\$80,758	\$82,572	\$84,387	\$86,202	\$88,017	\$89,832	\$91,646	\$93,461	\$95,276	\$97,091	\$98,906	\$100,720	\$108,887
J7	\$90,377	\$92,504	\$94,630	\$96,757	\$98,883	\$101,010	\$103,136	\$105,263	\$107,389	\$109,516	\$111,642	\$113,769	\$115,895	\$118,022	\$127,591
J8	\$103,540	\$105,976	\$108,413	\$110,849	\$113,285	\$115,721	\$118,158	\$120,594	\$123,030	\$125,466	\$127,903	\$130,339	\$132,775	\$135,211	\$146,174
J9	\$120,397	\$123,230	\$126,063	\$128,896	\$131,729	\$134,562	\$137,395	\$140,228	\$143,060	\$145,893	\$148,726	\$151,559	\$154,392	\$157,225	\$169,973
J10	\$139,662	\$142,948	\$146,235	\$149,521	\$152,807	\$156,093	\$159,379	\$162,665	\$165,952	\$169,238	\$172,524	\$175,810	\$179,096	\$182,382	\$197,170
J11	\$166,202	\$170,112	\$174,023	\$177,934	\$181,844	\$185,755	\$189,666	\$193,576	\$197,487	\$201,397	\$205,308	\$209,219	\$213,129	\$217,040	\$234,638

ICT Ranges:

Step	1	2	3	4	5	6	7	8	9	10	11	12	13	Top Step	Max of Range
ICT1	\$62,050	\$63,510	\$64,970	\$66,430	\$67,890	\$69,350	\$70,810	\$72,270	\$73,730	\$75,190	\$76,650	\$78,110	\$79,570	\$81,030	\$87,600
ICT2	\$74,418	\$76,169	\$77,920	\$79,671	\$81,422	\$83,173	\$84,924	\$86,675	\$88,426	\$90,177	\$91,928	\$93,679	\$95,430	\$97,181	\$105,060
ICT3	\$79,937	\$81,817	\$83,698	\$85,579	\$87,460	\$89,341	\$91,222	\$93,103	\$94,983	\$96,864	\$98,745	\$100,626	\$102,507	\$104,388	\$112,852
ICT4	\$96,219	\$98,483	\$100,747	\$103,011	\$105,275	\$107,539	\$109,803	\$112,067	\$114,331	\$116,595	\$118,859	\$121,123	\$123,387	\$125,651	\$135,839
ICT5	\$109,499	\$112,075	\$114,652	\$117,228	\$119,804	\$122,381	\$124,957	\$127,534	\$130,110	\$132,687	\$135,263	\$137,840	\$140,416	\$142,992	\$154,586
ICT6	\$118,745	\$121,539	\$124,333	\$127,127	\$129,921	\$132,715	\$135,509	\$138,303	\$141,097	\$143,891	\$146,685	\$149,479	\$152,273	\$155,067	\$167,640
ICT7	\$144,068	\$147,458	\$150,847	\$154,237	\$157,627	\$161,017	\$164,407	\$167,797	\$171,186	\$174,576	\$177,966	\$181,356	\$184,746	\$188,136	\$203,390

PDS Lawyer Ranges:

Step	1	2	3	4	5	6	7	8	9	10	11	12	13	Top Step	Max of Range
PDS1	\$52,712	\$53,952	\$55,192	\$56,433	\$57,673	\$58,913	\$60,154	\$61,394	\$62,634	\$63,874	\$65,115	\$66,355	\$67,595	\$68,836	\$74,417
PDS2	\$59,015	\$60,403	\$61,792	\$63,180	\$64,569	\$65,958	\$67,346	\$68,735	\$70,123	\$71,512	\$72,900	\$74,289	\$75,678	\$77,066	\$83,315
PDS3	\$66,378	\$67,940	\$69,502	\$71,064	\$72,626	\$74,187	\$75,749	\$77,311	\$78,873	\$80,435	\$81,997	\$83,558	\$85,120	\$86,682	\$93,710
PDS4	\$87,523	\$89,582	\$91,642	\$93,701	\$95,760	\$97,820	\$99,879	\$101,938	\$103,998	\$106,057	\$108,116	\$110,176	\$112,235	\$114,294	\$123,562
PDS5	\$110,147	\$112,739	\$115,331	\$117,922	\$120,514	\$123,106	\$125,697	\$128,289	\$130,881	\$133,473	\$136,064	\$138,656	\$141,248	\$143,839	\$155,502
PDS6	\$120,868	\$123,712	\$126,556	\$129,400	\$132,244	\$135,088	\$137,932	\$140,776	\$143,619	\$146,463	\$149,307	\$152,151	\$154,995	\$157,839	\$170,637
PDS7	\$131,803	\$134,904	\$138,006	\$141,107	\$144,208	\$147,309	\$150,411	\$153,512	\$156,613	\$159,714	\$162,816	\$165,917	\$169,018	\$172,119	\$186,075

Judges Clerk / Research Counsel Salary Steps:

Service	Start	6 mths	12 mths	18 mths	2 yrs*	*If the option to extend is agreed
Step	1	2	3	4	5	
	\$61,845	\$66,015	\$70,184	\$72,963	\$75,743	

Grandparented Bands:

Step	1	2	3	4	5	6	7	8	9	10	11	12	13	Top Step	Max of Range
CIT04	\$62,739	\$64,215	\$65,691	\$67,168	\$68,644	\$70,120	\$71,596	\$73,072	\$74,549	\$76,025	\$77,501	\$78,977	\$80,453	\$81,930	\$84,882
MIT3	\$79,681	\$81,556	\$83,431	\$85,306	\$87,181	\$89,055	\$90,930	\$92,805	\$94,680	\$96,555	\$98,430	\$100,304	\$102,179	\$104,054	\$107,804

List of Grandparented roles:

Senior Judicial Support Officer (CIT04) Project Coordinator ICT (CIT04) Principal Judicial Support Officer (MIT3)

2022/23 Band Structure

(effective 1 Jun 2023 - 30 Nov 2023)

Main Ministry Ranges:

Step	1	2	3	4	5	6	7	8	9	10	11	12	13	Top Step	Max of Range
J2	\$52,343	\$53,480	\$54,618	\$55,755	\$56,893	\$58,030	\$59,168	\$60,305	\$61,443	\$62,580	\$63,718	\$64,855	\$65,993	\$67,130	\$72,249
J3	\$56,729	\$57,970	\$59,210	\$60,451	\$61,692	\$62,932	\$64,173	\$65,414	\$66,654	\$67,895	\$69,136	\$70,376	\$71,617	\$72,858	\$78,441
J4	\$63,066	\$64,455	\$65,845	\$67,235	\$68,625	\$70,015	\$71,404	\$72,794	\$74,184	\$75,574	\$76,963	\$78,353	\$79,743	\$81,133	\$87,387
J5	\$70,518	\$72,084	\$73,649	\$75,214	\$76,779	\$78,344	\$79,909	\$81,474	\$83,040	\$84,605	\$86,170	\$87,735	\$89,300	\$90,865	\$97,908
J6	\$81,128	\$82,943	\$84,758	\$86,572	\$88,387	\$90,202	\$92,017	\$93,832	\$95,646	\$97,461	\$99,276	\$101,091	\$102,906	\$104,720	\$112,887
J7	\$94,377	\$96,504	\$98,630	\$100,757	\$102,883	\$105,010	\$107,136	\$109,263	\$111,389	\$113,516	\$115,642	\$117,769	\$119,895	\$122,022	\$131,591
J8	\$107,540	\$109,976	\$112,413	\$114,849	\$117,285	\$119,721	\$122,158	\$124,594	\$127,030	\$129,466	\$131,903	\$134,339	\$136,775	\$139,211	\$150,174
J9	\$124,397	\$127,230	\$130,063	\$132,896	\$135,729	\$138,562	\$141,395	\$144,228	\$147,060	\$149,893	\$152,726	\$155,559	\$158,392	\$161,225	\$173,973
J10	\$143,662	\$146,948	\$150,235	\$153,521	\$156,807	\$160,093	\$163,379	\$166,665	\$169,952	\$173,238	\$176,524	\$179,810	\$183,096	\$186,382	\$201,170
J11	\$170,202	\$174,112	\$178,023	\$181,934	\$185,844	\$189,755	\$193,666	\$197,576	\$201,487	\$205,397	\$209,308	\$213,219	\$217,129	\$221,040	\$238,638

ICT Ranges:

Step	1	2	3	4	5	6	7	8	9	10	11	12	13	Top Step	Max of Range
ICT1	\$66,050	\$67,510	\$68,970	\$70,430	\$71,890	\$73,350	\$74,810	\$76,270	\$77,730	\$79,190	\$80,650	\$82,110	\$83,570	\$85,030	\$91,600
ICT2	\$78,418	\$80,169	\$81,920	\$83,671	\$85,422	\$87,173	\$88,924	\$90,675	\$92,426	\$94,177	\$95,928	\$97,679	\$99,430	\$101,181	\$109,060
ICT3	\$83,937	\$85,817	\$87,698	\$89,579	\$91,460	\$93,341	\$95,222	\$97,103	\$98,983	\$100,864	\$102,745	\$104,626	\$106,507	\$108,388	\$116,852
ICT4	\$100,219	\$102,483	\$104,747	\$107,011	\$109,275	\$111,539	\$113,803	\$116,067	\$118,331	\$120,595	\$122,859	\$125,123	\$127,387	\$129,651	\$139,839
ICT5	\$113,499	\$116,075	\$118,652	\$121,228	\$123,804	\$126,381	\$128,957	\$131,534	\$134,110	\$136,687	\$139,263	\$141,840	\$144,416	\$146,992	\$158,586
ICT6	\$122,745	\$125,539	\$128,333	\$131,127	\$133,921	\$136,715	\$139,509	\$142,303	\$145,097	\$147,891	\$150,685	\$153,479	\$156,273	\$159,067	\$171,640
ICT7	\$148,068	\$151,458	\$154,847	\$158,237	\$161,627	\$165,017	\$168,407	\$171,797	\$175,186	\$178,576	\$181,966	\$185,356	\$188,746	\$192,136	\$207,390

PDS Lawyer Ranges:

Step	1	2	3	4	5	6	7	8	9	10	11	12	13	Top Step	Max of Range
PDS1	\$56,712	\$57,952	\$59,192	\$60,433	\$61,673	\$62,913	\$64,154	\$65,394	\$66,634	\$67,874	\$69,115	\$70,355	\$71,595	\$72,836	\$78,417
PDS2	\$63,015	\$64,403	\$65,792	\$67,180	\$68,569	\$69,958	\$71,346	\$72,735	\$74,123	\$75,512	\$76,900	\$78,289	\$79,678	\$81,066	\$87,315
PDS3	\$70,378	\$71,940	\$73,502	\$75,064	\$76,626	\$78,187	\$79,749	\$81,311	\$82,873	\$84,435	\$85,997	\$87,558	\$89,120	\$90,682	\$97,710
PDS4	\$91,523	\$93,582	\$95,642	\$97,701	\$99,760	\$101,820	\$103,879	\$105,938	\$107,998	\$110,057	\$112,116	\$114,176	\$116,235	\$118,294	\$127,562
PDS5	\$114,147	\$116,739	\$119,331	\$121,922	\$124,514	\$127,106	\$129,697	\$132,289	\$134,881	\$137,473	\$140,064	\$142,656	\$145,248	\$147,839	\$159,502
PDS6	\$124,868	\$127,712	\$130,556	\$133,400	\$136,244	\$139,088	\$141,932	\$144,776	\$147,619	\$150,463	\$153,307	\$156,151	\$158,995	\$161,839	\$174,637
PDS7	\$135,803	\$138,904	\$142,006	\$145,107	\$148,208	\$151,309	\$154,411	\$157,512	\$160,613	\$163,714	\$166,816	\$169,917	\$173,018	\$176,119	\$190,075

Judges Clerk / Research Counsel Salary Steps:

Service	Start	6 mths	12 mths	18 mths	2 yrs*	*If the option to extend is agreed
Step	1	2	3	4	5	
	\$65,845	\$70,015	\$74,184	\$76,963	\$79,743	

Grandparented Bands:

Step	1	2	3	4	5	6	7	8	9	10	11	12	13	Top Step	Max of Range
CIT04	\$62,739	\$64,215	\$65,691	\$67,168	\$68,644	\$70,120	\$71,596	\$73,072	\$74,549	\$76,025	\$77,501	\$78,977	\$80,453	\$81,930	\$84,882
MIT3	\$79,681	\$81,556	\$83,431	\$85,306	\$87,181	\$89,055	\$90,930	\$92,805	\$94,680	\$96,555	\$98,430	\$100,304	\$102,179	\$104,054	\$107,804

List of Grandparented roles:

Senior Judicial Support Officer (CIT04) Project Coordinator ICT (CIT04) Principal Judicial Support Officer (MIT3)

2023/24 Band Structure

(effective 1 Dec 2023 - 30 Nov 2024)

Main Ministry Ranges:

Step	1	2	3	4	5	6	7	8	9	10	11	12	13	Top Step	Max of Range
J2	\$54,343	\$55,480	\$56,618	\$57,755	\$58,893	\$60,030	\$61,168	\$62,305	\$63,443	\$64,580	\$65,718	\$66,855	\$67,993	\$69,144	\$74,416
J3	\$58,729	\$59,970	\$61,210	\$62,451	\$63,692	\$64,932	\$66,173	\$67,414	\$68,654	\$69,932	\$71,210	\$72,488	\$73,766	\$75,043	\$80,794
J4	\$65,066	\$66,455	\$67,845	\$69,252	\$70,684	\$72,115	\$73,546	\$74,978	\$76,409	\$77,841	\$79,272	\$80,704	\$82,135	\$83,567	\$90,008
J5	\$72,634	\$74,246	\$75,858	\$77,470	\$79,082	\$80,694	\$82,307	\$83,919	\$85,531	\$87,143	\$88,755	\$90,367	\$91,979	\$93,591	\$100,846
J6	\$83,562	\$85,431	\$87,300	\$89,170	\$91,039	\$92,908	\$94,777	\$96,647	\$98,516	\$100,385	\$102,254	\$104,123	\$105,993	\$107,862	\$116,273
J7	\$97,208	\$99,399	\$101,589	\$103,779	\$105,970	\$108,160	\$110,350	\$112,541	\$114,731	\$116,921	\$119,112	\$121,302	\$123,492	\$125,683	\$135,539
J8	\$110,766	\$113,276	\$115,785	\$118,294	\$120,804	\$123,313	\$125,822	\$128,332	\$130,841	\$133,350	\$135,860	\$138,369	\$140,878	\$143,388	\$154,680
J9	\$128,129	\$131,047	\$133,965	\$136,883	\$139,801	\$142,719	\$145,637	\$148,554	\$151,472	\$154,390	\$157,308	\$160,226	\$163,144	\$166,062	\$179,192
J10	\$147,972	\$151,356	\$154,742	\$158,126	\$161,511	\$164,895	\$168,280	\$171,665	\$175,050	\$178,435	\$181,819	\$185,204	\$188,496	\$191,782	\$206,570
J11	\$175,308	\$179,335	\$183,363	\$187,334	\$191,244	\$195,155	\$199,066	\$202,976	\$206,887	\$210,797	\$214,708	\$218,619	\$222,529	\$226,440	\$244,038

ICT Ranges:

Step	1	2	3	4	5	6	7	8	9	10	11	12	13	Top Step	Max of Range
ICT1	\$68,050	\$69,535	\$71,039	\$72,543	\$74,047	\$75,551	\$77,054	\$78,558	\$80,062	\$81,566	\$83,070	\$84,573	\$86,077	\$87,581	\$94,348
ICT2	\$80,770	\$82,574	\$84,377	\$86,181	\$87,984	\$89,788	\$91,591	\$93,395	\$95,198	\$97,002	\$98,805	\$100,609	\$102,412	\$104,216	\$112,332
ICT3	\$86,455	\$88,392	\$90,329	\$92,267	\$94,204	\$96,141	\$98,078	\$100,016	\$101,953	\$103,890	\$105,828	\$107,765	\$109,702	\$111,639	\$120,357
ICT4	\$103,226	\$105,558	\$107,890	\$110,221	\$112,553	\$114,885	\$117,217	\$119,549	\$121,881	\$124,213	\$126,545	\$128,877	\$131,209	\$133,540	\$144,034
ICT5	\$116,904	\$119,557	\$122,211	\$124,865	\$127,519	\$130,172	\$132,826	\$135,480	\$138,134	\$140,787	\$143,441	\$146,095	\$148,748	\$151,402	\$163,344
ICT6	\$126,427	\$129,305	\$132,183	\$135,061	\$137,939	\$140,816	\$143,694	\$146,572	\$149,450	\$152,328	\$155,206	\$158,083	\$160,961	\$163,839	\$176,789
ICT7	\$152,510	\$156,002	\$159,492	\$162,984	\$166,475	\$169,967	\$173,459	\$176,950	\$180,441	\$183,933	\$187,366	\$190,756	\$194,146	\$197,536	\$212,790

PDS Lawyer Ranges:

Step	1	2	3	4	5	6	7	8	9	10	11	12	13	Top Step	Max of Range
PDS1	\$58,712	\$59,952	\$61,192	\$62,433	\$63,673	\$64,913	\$66,154	\$67,394	\$68,634	\$69,911	\$71,188	\$72,466	\$73,743	\$75,021	\$80,769
PDS2	\$65,015	\$66,403	\$67,792	\$69,196	\$70,626	\$72,056	\$73,487	\$74,917	\$76,347	\$77,777	\$79,207	\$80,638	\$82,068	\$83,498	\$89,934
PDS3	\$72,490	\$74,098	\$75,707	\$77,316	\$78,924	\$80,533	\$82,142	\$83,750	\$85,359	\$86,968	\$88,576	\$90,185	\$91,794	\$93,403	\$100,642
PDS4	\$94,268	\$96,390	\$98,511	\$100,632	\$102,753	\$104,874	\$106,995	\$109,116	\$111,238	\$113,359	\$115,480	\$117,601	\$119,722	\$121,843	\$131,388
PDS5	\$117,572	\$120,241	\$122,911	\$125,580	\$128,249	\$130,919	\$133,588	\$136,258	\$138,927	\$141,597	\$144,266	\$146,936	\$149,605	\$152,275	\$164,287
PDS6	\$128,614	\$131,543	\$134,472	\$137,402	\$140,331	\$143,260	\$146,189	\$149,119	\$152,048	\$154,977	\$157,906	\$160,835	\$163,765	\$166,694	\$179,876
PDS7	\$139,877	\$143,071	\$146,266	\$149,460	\$152,654	\$155,848	\$159,043	\$162,237	\$165,431	\$168,625	\$171,820	\$175,014	\$178,208	\$181,402	\$195,475

Judges Clerk / Research Counsel Salary Steps:

Service	Start	6 mths	12 mths	18 mths	2 yrs*	*If the option to extend is agreed
Step	1	2	3	4	5	
	\$67,845	\$72,115	\$76,409	\$79,272	\$82,135	

Grandparented Bands:

Step	1	2	3	4	5	6	7	8	9	10	11	12	13	Top Step	Max of Range
CIT04	\$62,739	\$64,215	\$65,691	\$67,168	\$68,644	\$70,120	\$71,596	\$73,072	\$74,549	\$76,025	\$77,501	\$78,977	\$80,453	\$81,930	\$84,882
MIT3	\$79,681	\$81,556	\$83,431	\$85,306	\$87,181	\$89,055	\$90,930	\$92,805	\$94,680	\$96,555	\$98,430	\$100,304	\$102,179	\$104,054	\$107,804

List of Grandparented roles:

Senior Judicial Support Officer (CIT04) Project Coordinator ICT (CIT04) Principal Judicial Support Officer (MIT3)

Appendix E – Judges Clerks and Judges Associates

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

Appendix E to the Staff Collective Agreement

The following roles are covered by this collective agreement

- Judges Clerks (District Court and Senior Courts on a fixed term internship)
- Judges Associates (Senior Courts)

As part of the transition process to bring these roles under coverage, the parties have agreed which aspects of the collective agreement apply.

Schedule One

Applies to Judges Associates (Senior Courts)

Clause 3.2 Hours of work

Clause 3.2.1 – 3.2.7 will not apply. The following paragraph will apply instead.

You are expected to work the hours reasonably necessary to achieve your individual objectives and generally meet the responsibilities of your position. For a full-time employee, this will normally involve 40 hours per week, however, you are employed on the basis that it may be necessary for you to work additional hours.

Your specific hours of work will be as negotiated between you and your reporting Judge. You are not entitled to paid overtime or time in lieu for any additional hours you may need to work, including weekend work if you are called in by your reporting Judge.

Clause 3.5 Overtime

This clause will not apply to Judges Clerks, Research Counsel or Judges Associates.

Clause

7.3 Annual leave

Clause 7.3.2 will not apply. The following paragraph will replace this clause.

You are entitled to a total of 6.2 weeks annual leave per annum. This is greater than the annual leave entitlements set out in the Holidays Act 2003, as it recognises that the nature of the Associate's role requires you to work long hours on occasion and to travel on circuit. There is no provision for additional days in lieu except where you are required to work on a public holiday (as per clause 7.4).

You shall generally take annual leave when the Court is not in session, for example during the legal vacation period at Christmas/New Year. In special circumstances, leave outside this period may be authorised by the Judge(s).

Employees who were employed on or before 1 February 2022 who have a current contractual entitlement to annual and/or special leave that they believe to be more beneficial than the PSA Staff Collective Agreement provision may retain that entitlement provided it is confirmed and recorded in writing prior to 30 March 2022.

Legal Vacation

The legal vacation periods apply to the judiciary only and are for fixed times during the year, as specified by the Chief Justice.

You are required to be available to be rostered on to work during the legal vacations. The purpose of the roster is to ensure provision of the necessary support services for duty Judges and Associate Judges who work over the legal vacation periods. Rostered associates may also be required to carry out other relieving duties as requested by the Liaison Judge.

The Associate's roster will usually be provided at least one month prior to the legal vacation period commencing. With the agreement of the Liaison Judge and your Employer, you may swap your place on the roster with another Associate if you both agree.

Clause 7.7 Parental leave

Clause 7.7.6 will not apply. The following paragraph will replace this clause.

An entitlement of the equivalent of 6 working weeks' salary may be applied for by any full time Associate eligible for and taking parental leave of more than six weeks. The entitlement may be applied for, at any time from the commencement of parental leave. Where both parents are employed by the Ministry of Justice, only one such payment shall be available. Part time eligible Associates shall have the entitlement pro-rated.

Clause 14 Management of Change

Clause 14 will not apply. The following paragraphs will replace this clause.

A. Irreconcilable differences

A strong working relationship between you and your reporting Judge is critical to maintaining the necessary trust and confidence of that Judge. It is therefore fundamental to your continued employment in this position.

If the relationship between you and your reporting Judge appears to have broken down, the Ministry and the Liaison Judge will, after hearing from you and from the reporting Judge, determine whether the breakdown of the working relationship is irrevocable.

If it is determined that the relationship between you and your reporting Judge has broken down irrevocably, you will be transferred to interim work within the Court or Court registry while alternative options are explored. If no interim duties are available, following consultation with you, you may be placed on paid leave.

During this interim period, you would first be considered for reassignment to any other vacant Associate positions. Any such reassignment would be dependent on the agreement of the Judge to whom the new position would report.

Where there are no vacant Associate positions or where you are unsuccessful in being selected for another vacant Associate position, the Ministry would consider whether there are any other vacant positions within the Court or Court Registry that would be suitable reassignments given your skills and abilities, either immediately or after reasonable training.

If you are reassigned to a role that has a base salary that is less than your current base salary, you will receive lump sum compensation equivalent to two years of the difference between the base salaries of the old and new positions. Your base salary would then be the salary applicable to the new role.

If you are offered a suitable reassignment, either into another Associate role or into a role within the Court or Registry and you choose to decline the role, you will be deemed to have resigned from your employment and no redundancy compensation will be payable.

If there is no suitable reassignment available to you, you will be given one month's notice of termination (or payment in lieu) and you will be paid redundancy compensation as set out in para E below.

B. Death, retirement or transfer of reporting Judge

If your reporting Judge retires, transfers or can no longer work as a Judge, the issue of your ongoing employment will be considered by the Ministry.

Where your Judge transfers to another city or court and is agreeable to you accompanying them, you will be offered this option.

Where the opportunity to transfer with the reporting Judge is not available or where you do not agree to transfer, you would first be considered for reassignment to any other vacant Associate positions. Any such reassignment would be dependent on the agreement of the Judge to whom the new position would report.

Where there are no vacant Associate positions or where you are unsuccessful in being selected for another vacant Associate position, the Ministry would consider whether there are any other vacant positions within the Court or Court Registry that would be suitable reassignments given your skills and abilities, either immediately or after reasonable training.

If you are reassigned to a role that has a base salary that is less than your current base salary, you will receive lump sum compensation equivalent to two years of the difference between the base salaries of the old and new positions. Your base salary would then be the salary applicable to the new role.

If you are offered a suitable reassignment, either into another Associate role or into a role within the Court or Registry and you choose to decline the role, you will be deemed to have resigned from your employment and no compensation for redundancy will be payable.

If there is no suitable reassignment available to you, you will be given one month's notice of termination (or payment in lieu) and you will be paid redundancy compensation as set out in as set out in para E below.

C. Other surplus staffing situations

If the Ministry and the Liaison Judge consider that your position is potentially no longer needed in its current form, they will consult with you and with your reporting Judge before making any final decision.

If the decision confirms that your role is no longer needed, the Ministry will meet with you to discuss the options available. The first step will be to consider reassigning you into an alternative position within the Court that is suitable given your skills and abilities. If you are offered a suitable alternative position by way of reassignment and you choose not to accept it, you will be deemed to have resigned and no compensation for redundancy will be payable.

If you are reassigned to a role that has a base salary that is less than your current base salary, you will receive lump sum compensation equivalent to two years of the difference between the base salaries of the old and new positions. Your base salary would then be the salary applicable to the new role.

If there is no suitable reassignment available to you, you will be given one month's notice of termination (or payment in lieu) and you will be paid redundancy compensation as set out as set out in para E below.

D. Employment Protection provisions

This clause applies in the event that the Ministry proposes to restructure, and the work that you perform may, or will be, performed for or by a new Employer.

The Ministry will start talks as soon as they can with the new Employer about the impact of the restructuring on you. This will include negotiating whether you can transfer to the new Employer, and if so, whether this will be on the same terms and conditions.

In this event, there is nothing in this Agreement or any other agreement that requires the Ministry to pay you redundancy compensation if the following conditions are met:

- The person or organisation acquiring the business has offered you employment and has agreed to treat service with the Ministry as continuous; and
- The conditions of employment that the new Employer is offering are similar to your current conditions including any service-related and redundancy conditions and superannuation provisions; and
- The offer of employment is to a role that is the same or essentially the same as your role with the Ministry or a role that you are willing to accept.

E. Redundancy compensation

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

If your employment ends as a result of paragraphs A – C above, you will be entitled to compensation at the rate of 15% of base salary for the first full year of service and 4% of base salary for each subsequent full year of service, to a maximum of 26 weeks gross salary.

If you are within your first year of service, you will be paid 15% of gross salary earned to the date of termination.

Fixed term employees are not entitled to any compensation for redundancy.

Travel Allowance and Expenses

Employees who were employed on or before 1 February 2022 who have a current contractual entitlement to a travel allowance and expense provision that they believe to be more beneficial than the PSA Staff Collective Agreement provision may retain that entitlement provided it is confirmed and recorded in writing prior to 30 March 2022.

Schedule Two

Applies to Judges Clerks District Courts and Senior Courts on a fixed term internship

Clause 3.2 Hours of work

Clause 3.2.1 – 3.2.7 will not apply. The following paragraph will apply instead.

You are expected to work the hours reasonably necessary to achieve your individual objectives and generally meet the responsibilities of your position.

For a full-time employee, this will normally involve 40 hours per week, however, you are employed on the basis that it may be necessary for you to work additional hours.

Your specific hours of work will be as negotiated between you and your reporting Judge.

Clause 3.5 Overtime

This clause will not apply to Judges Clerks, Research Counsel or Judges Associates.

Clause 5 Remuneration

Clause 5.2 - 5.3 will not apply. The following paragraph will apply instead.

Pay progression for Judges Clerks occurs every 6 months for the initial 18-month period as depicted in the Remuneration Ranges (appendix D).

Clause 7.3 Annual leave

Clause 7.3.3 will not apply. The following paragraph will replace this clause.

You will have an annual leave entitlement of 4.4 weeks per annum. This will apply from date of ratification being 20 November 2020.

You shall generally take annual leave when the Court is not in session, for example during the legal vacation period at Christmas/New Year. In special circumstances, leave outside this period may be authorised by the Judge(s).

Employees who were employed on or before 1 February 2022, who had a greater annual leave entitlement, will retain their previous entitlement.

Admission Fees

If the Clerk qualifies to be admitted as a Barrister and Solicitor of the High Court during the term of this agreement, the Employer will pay the filing fee and Law Society fee associated with the admission procedure.

Conference and Seminar Leave

At the Supervising / Liaison Judge(s) discretion and in conjunction with your direct manager, paid leave may be granted to Judges Clerks for attendance at seminars or conferences during the two-year term of the fixed term agreement.

The payment of any expenses in connection with such seminar or conference is agreed between the Supervising / Liaison Judge and your Manager prior to attendance and up to a maximum of \$1,000.00 over the two-year period of the internship. This entitlement may be used for one course or used incrementally across other smaller courses.

Compulsory Course Fees

During the term of this appointment the Ministry will agree to pay the cost of the compulsory course fees for the Judges Clerk District Court to complete a professional legal studies course that is required for admission as a Barrister and Solicitor. The type and timing of the legal studies course will be discussed with the Judges Clerk District Court and be determined by the Chief District Court Judge in liaison with the Supervising Judge. In determining the appropriate course the Judges will take in consideration the wishes of the Judges Clerk District Court and the needs of the Court and Judge.

Payment of the compulsory course fees is conditional on the following:

- a. The Judges Clerk District Court agrees that they are responsible for any additional, non compulsory costs associated with the course.
- b. The Judges Clerk District Court agrees to commit the time and effort required to complete the course and meet the responsibilities outlined by the course.
- c. The Judges Clerk District Court agrees that if they resign from their employment with the Ministry before the completion of this fixed term agreement, they will reimburse to the Ministry the cost of the compulsory course fees on the following basis:

Number of months' service with the Ministry	% of reimbursement
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1-6 months	100%
6-12 months	75%
12-18 months	50%

Travel Allowance and Expenses

Employees who were employed on or before 1 February 2022 who have a current contractual entitlement to a travel allowance and expense provision that they believe to be more beneficial than the PSA Staff Collective Agreement provision may retain that entitlement provided it is confirmed and recorded in writing prior to 30 March 2022.