



Ministry for the  
**Environment**  
Manatū Mō Te Taiao



# Te Whakaaetanga Mahi Tōpū

## Collective Employment Agreement

Between

**Manatū Mo Te Taiao**

Ministry for the Environment

and

**Te Pūkenga Here Tikanga Mahi**

New Zealand Public Service Association

1 December 2022 to 30 November 2024

**He taiao tōnui mō reanga katoa**

A flourishing environment for every generation

# **Ngā Kaupapa**

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# **Kupu Whakataki ki tēnei Whakaaetanga Tōpū**

## **Introduction to this Collective Agreement**

The Ministry for the Environment is a Public Sector agency, and it recognises its first responsibility is to the appropriate government Ministers. Public sector employment agreements recognise that public resources are used to provide fair terms and conditions, as well as meeting the public's perception of what are appropriate standard terms and conditions of employment.

# **Ngā Whāinga o tēnei Whakaaetanga Tōpū**

## **Objectives for this Collective Agreement**

Recognising that the needs of the Ministry and staff are interdependent, both parties acknowledge the need to have an agreement that reflects the needs of staff and the business direction of the Ministry. The objectives of this employment agreement are to:

- ◆ be aligned with the Ministry's statement of intent and Strategic Direction
- ◆ assist the Ministry to recruit and retain high quality staff
- ◆ promote and maintain trust and openness (mutual respect) between staff and management
- ◆ be affordable for the Ministry
- ◆ provide an enjoyable and productive environment for staff to work in
- ◆ be consistent with best practice in the Public Sector and the Public Service Act 2020
- ◆ reflect the unique culture and requirements of the Ministry
- ◆ provide quality service from quality jobs and quality management
- ◆ be flexible to accommodate the dynamic mix of people employed by the Ministry
- ◆ value Te Tiriti o Waitangi and hold our Tiriti partnership responsibilities as fundamental to all activities
- ◆ provide access for all employees to learning and development opportunities related to their professional and career development within the Ministry
- ◆ recognise the value of a productive and ongoing relationship between the Ministry and the PSA, and to promote collective bargaining in good faith to achieve this objective.

# Wāhanga A: Ngā Ture o tēnei Whakaaetanga Tōpū

## Part A: Terms of this Agreement

### 1 Ngā Rōpū e whai wāhi ana ki te Whakaaetanga

#### Parties to this Agreement

The Chief Executive of the Ministry for the Environment (MfE) and the Public Service Association (PSA).

### 2 Te Ū ki Te Tiriti o Waitangi

#### Commitment to Te Tiriti o Waitangi

The Ministry and PSA affirm Te Tiriti o Waitangi as the constitutional basis of partnership between Māori and the Crown, and the unique status of Māori as tangata whenua of Aotearoa/New Zealand. We are committed to developing processes which incorporate partnership. Our aspiration is to be able to work proficiently across Te Ao Māori and Te Ao Hurihuri in all aspects of our work. The Ministry 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 Ministry and PSA support and encourage the use of Te Reo Māori and Tikanga Māori in our everyday work practices.

A key principle for a quality working relationship is working within Te Tiriti o Waitangi.

#### 2.1 Ngā Mātāpono Kaupapa

##### Ngā Kaupapa principles

Te Rūnanga o Ngā Toa Āwhina (Te Rūnanga) represents and promotes the interests of Māori members in keeping with Te Tiriti o Waitangi. To support this work, Te Rūnanga have introduced eight Kaupapa (collectively Ngā Kaupapa) principles which give cultural insight and effect to Te Ao Māori in the workplace.

As it strives to create a flourishing environment for all New Zealanders, the Ministry will promote the following principles and values, ensuring they underpin all that it does to make a real difference to those it serves.

The Ministry and PSA agree that they will apply the below principles and values in all aspects of their work together, alongside the agreed way of working set out within the Relationship Agreement:

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

## **2.2 Te Ao Hurihuri**

### **Te Ao Hurihuri**

The Ministry's Te Ao Hurihuri strategy is designed to build the capacity, capability and confidence of staff members to engage effectively and respectfully with our Te Tiriti partners. Key objectives of the framework include normalising Te Reo Māori, tikanga Māori and Mātauranga Māori across the Ministry, raising levels of Māori capability and supporting genuine partnership and engagement with Māori.

The framework to achieve these objectives is presented in the form of a waka powered by six hoe (paddles). Each hoe represents a focus of energy that will drive the wellbeing of our organisation as we work to achieve our objectives. The hoe also represent the work that all staff need to do to power Te Ao Hurihuri on the journey towards being a good treaty partner.

The six hoe are:

- ◆ *Whānau Ora* – Unifying our people
- ◆ *Wai Ora* – Creating safe environments
- ◆ *Mauri Ora* – Building a resilient structure
- ◆ *Kaitiaki Ora* – Accessing knowledge
- ◆ *Hau Ora* – Checking our progress
- ◆ *Mana Ora* – Standing together

## **2.3 Ngā Kaupapa o Ngā Toa Āwhina me ngā Mātāpono o Te Ao Hurihuri**

### **Ngā Kaupapa o Ngā Toa Āwhina and the Principles of Te Ao Hurihuri**

The Ministry and the PSA are committed to honouring Te Tiriti o Waitangi in this collective agreement through upholding the application of Ngā Kaupapa ō Te Rūnanga o Ngā Toa Awhina PSA and Te Ao Hurihuri, reflecting the intent of Section 14 of the Public Services Act 2020, Maihi Karauna Māori Language Strategy, Te Whainga Amorangi and the Ministry's Te Reo Māori Language Strategy and mahere reo (language plan).

The Ministry acknowledges Ngā Kaupapa ō te PSA and the Principles of Te Ao Hurihuri (the principles) are expressed through the following clauses and will be actively applied into practice. This includes:

- ◆ Ngā Kaupapa and the Principles will be applied according to their Te Ao Māori meaning, as detailed in section 2.1 of this collective.
- ◆ The Ministry will ensure managers understand the significance of Ngā Kaupapa and the principles to Manatū mō te Taiao.
- ◆ The Ministry undertakes to support managers to apply Ngā Kaupapa and the principles into practice according to their cultural significance.

## **2.4 Te Utu Tāpui mō te Mōhio ki te Reo Māori**

### **Te Reo Māori Competency Allowance**

If you have been certified by the Māori Language Commission/Te Taura Whiri for your skills in Te Reo you will be paid an annual allowance according to your proficiency. This will not be paid when Māori language/skills/knowledge of culture is a job requirement and is rewarded within the level of remuneration for that position.

To support obtaining this certification, the Ministry will consider paid time off (study leave) to prepare for examinations as per clause 16.13 and contribute toward travel arrangements if required to travel to sit exams.

<b>Level Finder Attestation</b>	<b>Descriptor/Objectives</b>	<b>Gross Annual Allowance \$p.a</b>
5	Complete proficiency: Reward excellence and cultural contribution	\$3500
4	Higher proficiency: Reward cultural contribution	\$2500
3	Moderate proficiency: Encourage development	\$1800
2	Basic conversational proficiency: Support on-going learning	\$1000
1	Basic routine language: Encourage entry level learning	\$700

## **2.5 Te Whanaketanga o te Reo Māori me ūna Tikanga** Development of Te Reo Māori me ūna Tikanga

The Ministry respects and supports the use of te reo Māori me ūna tikanga in the workplace. Where an employee chooses to develop their skill and knowledge of te reo Māori me ūna tikanga, the employee may apply to the Ministry for support towards the following course related costs:

- ◆ Tuition fees
- ◆ Study related resources
- ◆ Carparking, Wānanga travel and expenses
- ◆ Koha

Please note, that once approved, receipts where applicable will be required for reimbursements. Where tutorials and or lectures/classes occur during work hours the employee's attendance will be classified as work related and taken into consideration when reviewing the employee's workload.

Courses approved under this clause must be of a different nature or complexity than courses already offered by/through the Ministry for the development of cultural competence of Te Reo Māori me ūna tikanga. Employees who wish to make a claim under this clause must have endeavoured to engage with their manager and have documented discussions and goals in progress under their personal development plan (Kei te pēhea taku haere?). Where this has not been demonstrated, applicants may be required to provide additional supporting information.

## **2.6 Te haepapa ahurea ā-hapori me te whakamatuatanga ā-ahurea** Community-based cultural responsibility and cultural leave

The Ministry recognises and provides for the special and inseparable relationships that Māori have with their iwi/hapū/marae, culture, traditions, whenua and taonga.

The Ministry commits to implement Te Tiriti o Waitangi by recognising and acknowledging Māori employees have inherent responsibilities that create a dual role (i.e. both iwi/hapū member and a Ministry employee), which must be supported and nurtured professionally and culturally.

As such, all Māori employees are entitled to apply for paid special leave or flexible working arrangements. Requests will be considered and granted on a case-by-case basis following consultation with the Māori capability team (within P&C), for the purpose of attending Māori hui such as:

- ◆ Hura kōhatu (unveilings)
- ◆ Land court hearings or hui concerning land issues of the employee's iwi/hapū
- ◆ Waitangi Tribunal hearings relating to historical and contemporary claims
- ◆ Annual iwi/hapū/Māori hui of significance – for example, Koroneihana, Māori Women's Welfare League conference, poukai, land war commemorations etc
- ◆ Deed of Settlement signings
- ◆ PSGE or iwi entities meetings

The Ministry also acknowledges the learning and development and strengths and benefits to the Ministry in upholding Maihi Karauna, Te Ao Hurihuri. Therefore, employees are entitled to apply for special paid leave to contribute to regional and national cultural events, for example Te Matatini. A contributor is defined as anyone that the event rōpū depends on for competing, organising and officiating.

Bereavement/tangihanga leave can be used for attending hura kōhatu. Details of these entitlements can be found in clause 16.10.

## **2.7 Te tukunga whakapiki Escalation Process**

Through the Ministry's Te Ao Hurihuri strategy the Ministry is committed to building the cultural competence and capability of managers. If an employee is concerned that their manager is not following the agreed principles in this clause, they are encouraged to escalate to the People and Capability team or your PSA representative to talk through options to resolving the concern.

## **2.8 Te whakamahi i te reo Māori me ngā tikanga i waho i ngā whakaritenga mahi Use of te reo Māori and Tikanga outside of job requirements**

The Ministry values te reo Māori me ūna tikanga skills and the strengths and benefits they bring, as well as the expertise and guidance provided by the employee.

The Ministry recognises that some employees will use te reo Māori me ūna tikanga in the course of Ministry operations, whether for internal work or in interactions with external parties, where such work is not specifically required in the employee's job description. This expectation might create additional workload and responsibilities, and management will respectfully accept an employee's decision should they decline to provide te reo Māori or tikanga expertise.

The Ministry has committed to partner with the PSA, and employees to develop a framework and supporting policies which recognises te reo Māori me ūna tikanga use and te reo Māori expertise in the workplace.

## **3 Hononga Tuku Mahi Employment Relationship**

Our employment relationship is guided by good employment principles. We aim to have positive employment relationships at all levels with all groups within the Ministry and believe we will achieve this best by applying those principles and working together collectively and cooperatively to achieve Ministry goals. We will be fair and reasonable with one another in our dealings and accept personal responsibility for our actions.

We acknowledge that the Ministry is made up of diverse groups of employees that need flexible solutions in order for their needs and issues to be dealt with in a fair manner.

The Ministry is committed to promoting diversity and inclusion through encouraging support networks for various groups within the Ministry.

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 and merit based 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. In addition, the Ministry aspires for a positive working relationship between all employees at all levels and believes we will achieve this by working together collaboratively. We will be fair and reasonable with one another in our interactions and demonstrate personal accountability

### **3.1 Ira Tangata me ngā Mātāpono Utu Matatika**

#### **Gender and Ethnic Pay Principles**

The Ministry is committed to achieving the following Gender and Ethnic Pay Principles:

- ◆ Freedom from bias and discrimination - Employment and pay practices are free from the effects of conscious and unconscious bias and assumptions based on gender, sexuality, disability and ethnicity.
- ◆ 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.

Supporting this commitment, the parties will be cognisant of the points below:

- ◆ That gender and ethnic bias and discrimination can occur at every point throughout the employment cycle including recruitment, remuneration, training and development opportunities, career progression, access to leave, and responses to family and caring responsibilities including flexible and part-time work arrangements.
- ◆ Many people experience multiple barriers due to the combined effects of gender, ethnicity, disability, and/or being a member of the rainbow community.
- ◆ The Ministry recognizes the value of a diverse workforce that reflects the communities of Aotearoa.
- ◆ That the working environment for all workers should be free of gender, sexuality, disability and ethnic based inequalities and discrimination and in which all can achieve their full potential regardless of gender, sexuality, disability, and ethnicity.
- ◆ Accelerate progress for wāhine Māori, Pacific women and women from ethnic communities.
- ◆ That the Ministry will take affirmative steps to eliminate the gender and ethnic pay gap and to address any current and historical systems, behaviours, action and attitudes within this workplace that have contributed to the gender, sexuality, disability and ethnic pay gap and to gender, sexuality, disability and ethnic inequality.

- ◆ That undertaking relevant and appropriate training relating to gender stereotyping and conscious/unconscious bias training may be necessary.
- ◆ That focus should be given to identified areas of concern including ensuring recruitment, selection and hiring processes are free from bias and in encouraging people in traditionally Pākehā male dominated work areas/roles.
- ◆ That flexible working arrangements in relation to hours of work, days of work and place of work should be the default position unless there is a good business reason why this cannot be accommodated. The Ministry should ensure that flexible working arrangements do not undermine career progression or pay.
- ◆ That the Ministry should collect, analyse and share data with the PSA associated with gender and ethnic inequalities and closing gender and ethnic pay gaps.
- ◆ The Ministry should monitor starting salaries and salaries for same or similar roles to ensure gender and ethnic pay gaps do not reopen.
- ◆ The Ministry will ensure easy access to HR and remuneration policies, pay bands and the pay review process for staff. The Ministry must respond to staff requests for information around remuneration in a timely manner.

### **3.1.1 Te kaiārahitanga Leadership**

The Ministry will work with the PSA to ensure that they are meeting Kia Toipoto's 'Gender, Māori, Pacific and Ethnic Pay Gap Plan' to ensure the Ministry's workforce and leadership is representative of society. The Ministry will embed gains they have made around gender representation to accelerate gains for Māori, Pacific peoples and ethnic communities.

### **3.1.2 Kia Toipoto te Mahere Mahi Whakatutuki Āpure Utu Kaimahi a Te Kawa Mataaho Kia Toipoto the Public Service Pay Gaps Action Plan**

Kia Toipoto's three-year goals are to:

- ◆ Make substantial progress towards closing gender, Māori, Pacific, and ethnic pay gaps
- ◆ Accelerate progress for wāhine Māori, Pacific women, and women from ethnic communities
- ◆ Create fairer workplaces for all, including disabled people, and members of rainbow communities.

The PSA and the Ministry will jointly develop and publish an annual Gender and Ethnic Pay Action Plan and jointly participate in its ongoing development, monitoring and evaluation. The plan will include tangible actions and milestones/dates to ensure the key focus areas (three-year goals) of Kia Toipoto are understood and being implemented by the Ministry. This includes:

- ◆ Clear data, actions and outcomes for Māori, Pacific, Asian and other diverse employees workforce and leadership.
- ◆ Equitable progression opportunities that support women, Māori, Pacific and ethnic employees to achieve their career aspirations.
- ◆ Union/employee feedback and demonstrate measureable outcomes in agreement with the PSA.

The Ministry will formally meet with the PSA on a quarterly basis to discuss and share data to support our actions and monitor our progress towards meeting the milestones and goals of our action plan and Kia Toipoto.

## **4 Hononga Manatū/PSA Ministry /PSA Relationship**

The Ministry recognises the PSA, its delegates, officials and officers, as representing the collective and individual interests of its members. The Ministry acknowledges the right of the PSA to elect, select and support its representatives according to its rules.

The Ministry will periodically provide the PSA, where reasonable and practicable, with information related to the collective agreement, including the location and number of members and employees who come under the coverage clause of the agreement. The information and arrangements for such will be agreed between the Ministry and the PSA.

The Ministry recognises the benefits of a positive working relationship with the PSA. The Ministry and the PSA agree to commit to an ongoing Relationship Agreement which provides practical guidelines to support the relationship between the parties. The parties will work together to ensure active participation and dialogue between the Ministry, its managers and the PSA to:

- ◆ Enable Public Service workers to collectively participate in decisions in their workplaces through the PSA;
- ◆ Provide for common ownership of plans, issues and problems and to generate solutions taking an interest based or problem solving approach.

The Ministry and the PSA will agree engagement processes and structures for delegates and managers to meet regularly and to further the relationship between them. As part of this, up to two PSA delegates shall have the opportunity to attend and participate in management meetings where mutually agreed.

#### **4.1 Rangapū Mahitahi ki ngā Uniana Partnership with Unions**

Subject to ratification of the Collective Agreement, in recognition of the value of a new two-year Collective Agreement, the ongoing partnership the Ministry has with the PSA, the following payments will be made:

- ◆ To each employee who is a member of the PSA as at 1 December 2022, \$750 gross (pro-rated for part time employees), and capped at \$750 per individual.

#### **4.2 Tautoko Kaitautapa Supporting Delegates**

The Ministry will promote and support the role of delegates in the workplace. It is recognised that the skills learnt and practiced as a PSA delegate are skills which are valued by the Ministry.

Reasonable paid time will be allocated to delegates to carry out their role effectively within and beyond the workplace (subject to arrangements agreed between the PSA and the Ministry dealing with notice, timing etc). This includes time for recruitment, to meet with new and potential members, other delegates and PSA officials over employment matters and/or union business and attending regional and national PSA and other union forums.

The Ministry will agree an annual allocation of a reasonable number of paid days, inclusive of any statutory entitlements, to enable delegates to attend training, including union delegate training. The parties may agree any additional days over and above the minimum.

#### **4.3 Te whai wāhi a te PSA ki te tukanga whakamahere whā tau te roa PSA involvement in the four year planning process**

The Ministry will involve the PSA in the four year planning process and provide the opportunity for the PSA to input to the process. Matters for consideration include spending priorities and budgetary allocations and assumptions for salaries and staffing. The parties acknowledge that some information in the four year planning process may be confidential and may not be able to be shared with the PSA. The Ministry will involve the PSA early in the process to ensure real engagement. PSA involvement will be through nominated PSA delegates or organisers agreed at the start of the process. The Ministry and the PSA will discuss and agree

what areas the PSA can engage with PSA members on, taking into account confidentiality requirements. An agreement to engage with PSA members will include timeframes, clarity on the nature of engagement and expectation as to how feedback will be considered.

#### **4.4 Ngā Kaimahi Hou**

##### **New Staff**

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 new employees. PSA will be advised of all new staff and the employer will provide new staff with the opportunity to speak to a PSA delegate as part of the induction process.

#### **4.5 Ngā Whakaurunga**

##### **Facilities**

To assist in the ability of delegates to communicate with members and potential members, the Ministry will provide reasonable access to facilities for 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, tele-conferencing facilities, notice boards (in each level of the Wellington office, and in each other office), internal mail, telephone, and email. In addition, members will be allowed reasonable access to PSA's external website. In using these facilities, delegates and members will observe all the Ministry's normal standards and policies that apply to such facilities.

#### **4.6 Āheitanga**

##### **Access**

PSA representatives may enter the workplace for purposes relating to members' employment and/or other union 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.

#### **4.7 Ngā Tanhohanga**

##### **Deductions**

The Ministry shall deduct PSA membership fees, with the authorisation of each member, from wages or salary, and shall remit these deductions to the PSA at a frequency in line with the Ministry's pay periods. These arrangements are subject to any provisions separately agreed between the Ministry and the PSA.

When remitting deductions the Ministry will provide an electronic deduction schedule which allows the PSA to account for whom and over which period, fees have been deducted.

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.

## **4.8 Ngā Hui Uniana Union Meetings**

PSA members are entitled to attend, on ordinary pay at least two union 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.

The PSA shall provide the Ministry at least 14 days notice of the date and time of any such union meeting. The PSA shall make arrangements with the employer for the Ministry's operations to continue. Paid leave is only available for actual attendance at union meetings where the employee would otherwise be working for the employer during the meeting.

The PSA shall provide the employer with a list of names of union members who attended the meeting and the time at which the meeting finished.

The employer and the PSA may agree additional allocations of time for paid union meetings.

Agreed meetings over collective employment matters are not a debit against any allocation of time for PSA meetings.

## **5 Ngā Tūnga Kua Kapi I tēnei Whakaaetanga**

### **Positions Covered by this Agreement**

This agreement covers employees who are members of the Public Service Association.

It excludes people employed in:

- ◆ permanent management positions
- ◆ Assistant Advisor, Advisor, Senior Advisor and Business Partner positions within the People Operations team in People and Capability
- ◆ fixed term positions of less than six months; and
- ◆ casual positions

## **6 Wānanga Arotake mō tēnei Whakaaetanga**

### **Review Forum for this Agreement**

A Review Forum may be required during the term of this agreement. The Forum would be made up of an equal number of management and PSA representatives. Attendees will be nominated by the groups they represent. This Forum would be responsible for reviewing and proposing variations to this Employment Agreement. Any recommendation, including implementation, agreed to by the Forum, by way of consensus, will be referred to the Chief Executive and then to members who are covered by this agreement.

In addition, regular meetings, as agreed between MfE and the PSA, will be held to discuss any current issues.

## **7 Ngā Rerekētanga ki tēnei Whakaaetanga**

### **Variation to this Agreement**

Any variation negotiated shall require ratification in the same manner as this agreement was ratified before it became effective.

## **8 Ngā Kaupapahere me ngā Tikanga ā-Roto**

### **Internal Policies and Procedures**

The Ministry operates a set of policies and procedures that are important for the effective and proper operation of the Ministry. You must familiarise yourself and comply with these. The policies and procedures will be

updated when required and new policies and procedures may be introduced. The Ministry will ensure that all employees are advised of any changes to policies and procedures and where necessary will educate all employees on new requirements.

If new policies are being developed or current policies are being amended, which have an impact on employment obligations, rights or entitlements, these policies will be referred to the employment policies review forum. The employment policies review forum will include representatives from management and PSA. The review forum will discuss any proposals and make recommendations to the Chief Executive (or delegate).

## 9 Matatapu

### Confidentiality

All information acquired by you through your employment with the Ministry must be kept confidential and must not be disclosed to any other person except in the proper performance of the employee's employment or as required by law. Information in this context includes computer programmes and systems, documentation, data and Ministry related correspondence internal and external. Exceptions to this must be discussed with your manager prior to any disclosure. All material produced in the course of your employment remains the property of the Ministry for the Environment, including copyright and intellectual property rights.

## 10 Ngā Ture o tēnei Whakaaetanga

### Term of this Agreement

This agreement will commence on the date of 1 December 2022 and will expire on 30 November 2024.

## 11 Ngā Whakamāramatanga

### Definitions

'Agreement'	This Employment Agreement
'Ministry'	Ministry for the Environment
'Employer'	Ministry for the Environment
'PSA'	NZ Public Service Association Inc
'Manager'	The person you report to at the Ministry who has the title Manager
'Delegated Manager'	A Manager who has been delegated the authority to make a decision under the Ministry's delegation policy. This may be the line Manager or a higher management tier.
'Employee'	Permanent Staff Member or Fixed-Term Staff Member
'Permanent Employee'	Ministry Employee - employed in a permanent position (could be part-time)
'Fixed-term Employee'	Ministry Employee - employed in a fixed term position for longer than 6 months
'Short-term Employee'	Ministry Employee - employed in a fixed term position for less than 6 months
'Casual Employee'	Ministry Employee - employed in a casual position on an 'as required' basis, irregular or seasonal worker paid an hourly rate
'Part-time Employee'	Ministry Employee - employed for less than 38 hours per week
'Staff'	as per 'Employee' above

<b>'Management'</b>	Managers who have employees reporting to them
<b>'Short-term'</b>	A period of time up to six months
<b>'Long-term'</b>	A period of time more than six months
<b>'P&amp;C'</b>	People and Capability
<b>'Dependant'</b>	Anyone who relies on or is dependant on you for their financial, physical, mental or emotional well-being
<b>'Working Day' or 'Day'</b>	A day on which you would normally work (Monday — Friday for full time staff)
<b>'Service'</b>	Relates to the period of time employed at the Ministry for the Environment. If an employee leaves the employment of the Ministry then upon return they can include their previous Ministry for the Environment service.
<b>'Out of Town'</b>	In a city or town other than your normal place of work
<b>'Consensus'</b>	A group decision that is acceptable to all members of the group
<b>'Consultation'</b>	The process by which an individual or individuals seeks and considers the opinions, advice and ideas of other individual(s) before making a decision.

# **Wāhanga B: Ngā Here Tuku Mahi**

## **Part B: Employment Conditions**

### **12 Ngā Whakaiteritenga Mahi**

#### **Working Arrangements**

##### **12.1 Ngā Mātāpono Kawenga Mahi**

###### **Workload Principles**

The Ministry is a professional team-based organisation and expects hours of work will be those reasonably necessary to achieve the Ministry's objectives and meet the Ministry's responsibilities to Government and the people of New Zealand.

The Ministry recognises its responsibility to provide a safe working environment that promotes work/life balance and does not place unreasonable demands on employees.

The Ministry will endeavour to match work demands to the span of ordinary hours of work as set out in clause 12.2 below, or the person's agreed flexible working arrangement under clause 12.3 below. In the occasional event that unmovable deadlines mean work needs to be done outside of ordinary hours (for example, on a weekend), managers will ask employees if they are available to work and employees can decline to work (for example, if they have family or cultural commitments or have already worked more than their standard hours that week). If hours are agreed to be worked outside of ordinary hours, the employee and the manager will agree when the hours can be taken back (for example, if worked on the weekend, then taking Monday off).

The Ministry will take steps to ensure work will be scoped and resourced adequately so that individual workloads will be equitable, fair, reasonable and safe. Both managers and employees have obligations to review workloads on a regular basis (at least monthly). This will involve using different responses according to the needs and abilities of employees, the type of work and the opportunity to develop employees where possible.

If an employee has concerns about their workload they should raise this with their manager in the first instance. No employee will be disadvantaged if they raise an issue with their manager. Should the matter not be resolved, escalation through to the manager's manager, the People and Capability team or a PSA representative may be appropriate.

##### **12.2 Ngā Haora Noa**

###### **Ordinary Hours**

The ordinary hours of work for full time employees shall be 38 hours each week to be worked between Monday to Friday inclusive, with not less than half an hour each working day to be taken for a meal break. In addition you should ensure you get breaks away from your work area over the course of the day. You may take a 10 minute break in the morning and 10 minutes in the afternoon on each working day if you work full time hours.

As part of the Ministry's flexible-by-default approach to working, start and finish times may vary. Employees should work with their managers to discuss regular hours which work for them. Outside of the agreed usual hours of work, or an employees agreed flexible working arrangement, employees are not expected to respond to work-related messages or calls.

## **12.3 Mahi Ngāwari**

### Flexible Working

The parties recognise that flexible working is important to give employees real choices in managing their work/life balance, and to support the Ministry to achieve its goals.

The Ministry is a flexible-by-default organisation which means that working flexibly is the default for any reason. We promote a flexible work environment that is built on trust and good faith, and which provides flexible work arrangements that best suit each individual, their team and the Ministry.

Flexible working options can generally be divided into those that can be managed on a regular and informal day-to-day basis agreed between an employee and their manager and those that require a fixed recurring arrangement that is documented.

**1.0 Informal Flexible Work** – on a general adhoc basis, employees are able to determine when and where they carry out their work subject to meeting position responsibilities and deliverables, and ensuring their manager is in agreement. Examples could include:

- ◆ Working remotely from home
- ◆ Varied start, finish or break times
- ◆ Working greater hours (“overs”) on a day and balancing that time by working lesser hours (“unders”) on another day.

**2.0 Formal Flexible Work Arrangement** – a specific request by application for a recurring and fixed work arrangement for a period of time. Examples could include:

- ◆ Variation to normal pattern of:
  - work hours (e.g. reduced or part-time hours)
  - weekly/fortnightly work hours / breaks (e.g. compressed hours – e.g. nine-day fortnight)
  - yearly/quarterly work hours
- ◆ Additional leave (e.g. leave without pay, buying additional annual leave)
- ◆ Working remotely at an alternative location other than from a designated work place
- ◆ Ability to move in /out of workforce (e.g. sabbatical)
- ◆ Job Sharing (e.g. where one full-time equivalent position is split between two people)
- ◆ Alternative arrangements to assist employees through different life transitions (e.g. retirement, domestic care responsibilities)

Formal flexible work arrangements require cooperation, communication and flexibility by all parties to the arrangement. They are also guided by the following principles:

- ◆ Available by default for all permanent and fixed term employees in the Ministry.
- ◆ Available to employees wherever it is feasible without compromising the delivery of the Ministry's work. This means that a request for a formal flexible work arrangement must be granted unless there is a genuine business reason as to why the flexible work arrangement cannot be agreed.
- ◆ The duration and details of the arrangement are determined by mutual agreement between an employee and their manager, and recorded in writing.
- ◆ Each formal flexible work arrangement will be reviewed after 3 months and then every 12 months to ensure it is meeting the needs of both parties. The arrangement may be reviewed otherwise if agreed by an employee and their manager.
- ◆ Where the parties agree to make a formal flexible work arrangement a permanent condition of employment, the Ministry will provide an employment variation letter specifying the new permanent terms and conditions. In this instance, neither party will be required to return to the previous employment terms and conditions at any time (unless agreed through a separate flexible work arrangement request).
- ◆ If a formal flexible work arrangement request is declined, a clear and full explanation will be provided to the employee in writing, including the genuine business reason as to why the flexible working arrangement was declined.

- ◆ A review process for any declined formal flexible work arrangement request is available as per the Flexible Working policy.
- ◆ The Ministry will monitor formal flexible work arrangement decisions to ensure consistency of application across the Ministry.

**3.0 Remote Workers** - Staff who are considered ‘remote workers’ work from a home office or from another remote location like a co-workspace. The Ministry is committed to ensuring remote workers, as with all staff, have a productive work environment that enables working in an inclusive, safe and sustainable way. This includes ensuring remote workers:

- ◆ Are provided with standard IT equipment to perform their role and have access to Ministry support services. It is important that remote workers take measures to protect the confidentiality of information.
- ◆ Have access to a professional ergonomic assessment for their home office and where needed, provisions will be made for specific individual equipment needs, guided by a workstation assessment and policy.

The Ministry actively reviews its Property Strategy to meet the needs of the business, maximise cost efficiency and in response to staff needs. This includes, looking at opportunities to leverage locations and find shared office space where it makes business sense to do so. Staff who are considered ‘remote workers’ should work with their manager to source an appropriate office location.

## 12.4 Ngā Haora Tāpiri/Kawenga Mahi Additional Hours/Workload

From time to time the Ministry may require that services be delivered at times that are additional to or outside of a person’s usual agreed hours of work, in line with the following principles:

- ◆ All managers have the responsibility to monitor the workloads of individual employees.
- ◆ All employees have the responsibility to advise their manager if they have concerns about their workload.
- ◆ Informal flexible work (i.e. unders and overs) should be used in the first instance to manage additional work hours where it is not expected that the additional hours will be significant or ongoing. This is on the basis that the Ministry will ensure the employee has an opportunity to recover the additional time they have worked within a reasonable period.
- ◆ When circumstances require you to work significant periods of work, in excess of your ordinary hours of work, this will generally be addressed by time in lieu in accordance with clause 12.5.

### 12.4.1 Te Kapinga Mahi Workload Cover

When an employee resigns from their current role or will not be undertaking their role for a period of time (e.g. Leave, Secondment, acting up), the manager will advise employees in that team how the work will be managed. The manager will also advise if the position is to be filled or backfilled and if applicable when it is to be advertised and will provide regular updates on either progress to fill the vacancy or the reallocation of work.

Where there is a need for work to be reallocated among remaining employees, the manager and the employee will record the inclusion of this extra work in the employee’s performance and development plan by noting the additional work to be performed and period of time for this to be undertaken. Additionally, the manager and the employee will agree how the employee’s workload will be re-prioritised or what work will be removed.

Meetings will occur a minimum of every two weeks to review:

- ◆ the employee’s capacity to pick up the additional workload

- ◆ the need to undertake the additional work still exists
- ◆ any changes to the additional work and
- ◆ the employee's wellbeing.

#### **12.4.2 Te mahi whakakapi i te tūranga teitei ake**

##### **Acting in a higher role**

When an employee is required to perform the full duties and responsibilities of a more senior position, they will not be expected to fulfil any duties of their substantive role for the period they are ‘acting’ in the senior position. The manager will discuss with the team how the duties of the employees’ substantive role will be backfilled reassigned within the team or paused.

If the employee is only taking on partial duties of the ‘acting role’, they will work with the manager to discuss what work will need to be paused from their substantive role during the period in accordance with 12.4.1.

#### **12.4.3 Ngā haora tāpiri i ngā pō, i tāwāhi anō hoki**

##### **Additional hours at night and overseas**

This section does not apply to employees who choose to work at night or overseas as part of a flexible working arrangement under 12.3. Employees in some roles may be required to work at night or travel overseas and work a significant number of hours in a short time period (e.g. to participate in international negotiations). The manager will discuss with the employee how the employee’s other work will be managed (i.e. paused or reassigned within the team) for the duration of the night or overseas work.

Following night or overseas work, the employee will be given time to rest and recover before being expected to recommence work.

Where the work is to be conducted virtually rather than in person, the manager and employee should discuss what additional support is needed from the Ministry to enable the employee to undertake the work. This could include, but is not limited to:

- ◆ Meal allowances, in line with 14.1.2 or 14.4
- ◆ A hotel room
- ◆ Taxis to/from the office or a hotel
- ◆ Dependant care reimbursement (see 14.2)

#### **12.5 Wā Whakakapi**

##### **Time in Lieu**

The Ministry is committed to the health, safety and wellbeing of employees. Working additional hours can be detrimental to employees’ wellbeing, especially if additional hours are frequently worked. Time in lieu should only be available for discrete jobs or tasks and should not be used for managing general work. It is not expected that time in lieu will be a standard or regular occurrence. Projects should be planned considering adequate resourcing and time commitments. Planning should not anticipate a need for time in lieu to deliver the work on time. For periods of work that the Ministry requires, and that cannot be managed through informal flexible work, the Ministry will recognise that work through time in lieu according to the following principles:

- ◆ Time in lieu will be mutually agreed in advance with your manager, or as soon as possible afterwards, and submitted and approved in the Employee Kiosk.
- ◆ Time in lieu will be recognised at the actual additional hours worked so that you will be entitled to one hour of time in lieu for each additional hour worked.

- ◆ Time in lieu must be used within three months from when the additional work occurred, unless agreed otherwise. It is both the Ministry and employees' responsibility to take all practicable steps to ensure that the employees' workload provides an opportunity for this to happen.
- ◆ When taking time in lieu that has been approved, employees must apply to take the time in lieu in the employee kiosk and take the time in lieu in reasonable blocks.
- ◆ If an employee has accrued time in lieu and there is no foreseeable opportunity for the employee to take that time in lieu within three months from when the additional work occurred, their manager will discuss workload management in accordance with clause 12.4, and they will be entitled to be paid for that time at their ordinary rate of pay. If no solution can be reached the employee may request for the time in lieu to be paid out at their ordinary rate of pay in the next available pay run.

Where the nature of the job requires significant planned periods of travel or for other reasons requires regular work outside of ordinary hours, specific arrangements may be put in place to address those circumstances. Such arrangements should be based on the principles above. Such arrangements provide means of recognising or compensating staff for significant additional periods of work or travel away from home on Ministry business where it may not be practical to record or utilise time in lieu. This may include part payment.

Time in lieu does not apply where other terms and conditions of employment are in place (within this agreement or otherwise) to address additional hours of work or where there is a specific requirement that is a part of your position.

## **12.6 Wā Tāpiri Overtime**

You will be paid overtime if all of the following are met:

- ◆ Your base salary is less than \$65,000 per annum; and
- ◆ You have already worked 76 hours during the pay period (which is fortnightly). This includes hours worked on Saturdays, Sundays and other holidays; and
- ◆ Your manager agreed and/or requested you to work the additional hours beyond 76 hours in a fortnight before they were worked, and that these additional hours would qualify as overtime.

Subject to the above criteria, overtime will be paid at the rate of time one and a half (T1.5) of your normal hourly rate of pay for the first three hours and double time (T2) for your normal hourly rate of pay for each hour thereafter.

Where agreed between the manager and the employee, time off in lieu may be substituted for overtime being paid on the basis of one hour's leave for each hour worked, which will be available to use in accordance with clause 12.5.

The need for additional hours in the longer term must be addressed in other ways, e.g. the allocation of additional resources or the employment of additional staff.

## **12.7 Te Whakatutuki i ngā Tono Mahi Taurangi Meeting variable work demands**

The work we do in the Ministry requires a high degree of flexibility to meet changing demands. It is important that we are able to adapt and respond in this environment. This could mean that you change projects on a short or long term basis or permanently; or that you work across a number of projects on a range of different work. When making resourcing decisions all relevant considerations including people's preferences and opportunities for development will be taken into account. When deciding how to resource our work the following will be considered:

- ◆ Collaboration is a core behaviour in the Ministry. This means you may, within fair and reasonable boundaries, need to undertake work in other projects from time to time.
- ◆ Where new work is being considered or where staff leave and need to be replaced, consideration will be given to resourcing the work from within MfE and/or recruiting externally.
- ◆ When considering how to resource our work the Ministry will take into account:
  - the importance of providing opportunity and professional development
  - knowledge, skills and experience
  - work preference
  - project resourcing requirements
  - the impact on the projects involved
- ◆ In order to ensure transparency and to provide clarity about a resourcing decision, the manager making the decision will clearly communicate the decision to those involved in discussions and those impacted by the decision. This communication shall be made in a timely manner.
- ◆ You have the opportunity to express your career preferences and development choices in the performance and development planning processes.
- ◆ Any work you are asked to undertake will be within the scope of your position description. However, if it is agreed, you may be seconded to other positions within the Ministry.
- ◆ If you are required to change project or reporting line, this will be discussed with you before a decision is made and your views will be taken into account.

For information on significant change in the Ministry see the Management of Change provisions in Clause 19.

## **13 Ngā Utu**

### Remuneration

#### **13.1 Ngā Mātāpono**

##### Principles

The principles of the remuneration system are:

- ◆ It reflects the mission and strategic direction of MfE;
- ◆ It is competitive within relevant markets;
- ◆ It is fiscally responsible and affordable;
- ◆ It significantly contributes to recruitment, recognition and retention;
- ◆ It is fair, equitable and transparent;
- ◆ It recognises experience and capability, and supports development;
- ◆ It is simple to use and easy to understand.

#### **13.2 Te Whakahāngai i ngā Mātāpono**

##### Application of the principles

The Ministry commits to supporting and growing staff and ensuring that they receive appropriate remuneration as they grow.

The application of the remuneration system is described in this section of the Collective Employment Agreement. The remuneration policy also provides guidance to managers and staff, and is available on the Ministry's intranet.

### **13.3 Ngā Awhe Utu**

#### **Pay Bands**

A pay band applies to each position in the Ministry. The pay band for a position is the level of the remuneration range in the overall structure, which a position is placed in through job evaluation. Pay Bands are based on Hay (Korn Ferry) Reference Level Bands.

The Ministry have established pay bands for similarly sized jobs in the Ministry. The number and breadth of the bands will be maintained to provide for:

- ◆ Grouping of similarly sized jobs within the same pay band.
- ◆ Flexibility to cater for a reasonable level of job change without necessitating a re-evaluation of the position.
- ◆ The ability to progress within a pay band.
- ◆ Logical progression across the pay bands for jobs with increasing levels of responsibility and complexity, and to enable career progression.

Pay Bands for positions within the coverage of the Collective Employment Agreement are outlined in Schedule One of this Collective Employment Agreement and are published on the Ministry's Intranet.

### **13.4 Te Neke o ngā Awhe Utu**

#### **Movement of pay bands**

Pay bands will be adjusted annually to reflect the outcomes of the PSPA effective from 1 December each year for the term of this Collective Employment Agreement as follows:

Year one movement:

- ◆ All steps in all bands will increase by \$4,000

Year two movement:

- ◆ Band 13 Steps A to E will increase by \$2,000
- ◆ Band 13 Step F to Band 20 Step F will increase by 3%
- ◆ Band 20 Step G upwards will increase by \$5,400

If an individual is paid above the pay band for their position, they will receive the PSPA increase, however will not be eligible for a progression increase for that year. They will be eligible for a progression increase when pay bands are in line with their salary.

**One-off lump sum payment:**

A one-off lump sum payment of \$500 (pro-rated for part time employees) will be paid to all Ministry employees as at 1 December 2023.

### **13.5 Ngā Hipanga me te Koke i roto i ngā Awhe Utu**

#### **Steps and Progression within Pay Bands**

Each pay band has fixed steps which are outlined in Schedule One of this Collective Employment Agreement and are published on the Ministry's Intranet.

An employee commencing in a new position is placed on a step which is commensurate with their capability and experience.

Effective 1 July of each year, all eligible employees will automatically progress to the next step within their current pay band.

Employees will not be eligible for step progression if they were appointed into a new position on or after 1 April of that particular year, or if they are under formal performance management at the time the annual remuneration adjustments and payments are made. For the formal performance management exception to apply, the following must have occurred:

- ◆ Non-performance has been sustained over a period of time.
- ◆ The area of non-performance has been specifically identified and conveyed.
- ◆ There is documentation and ongoing discussions about what is required to lift performance to the required level, including the implementation of a formal performance improvement plan.

### **13.5.1 Te Kauneke Paetahi Graduate Progression**

There are two pay bands for graduates:

- ◆ Graduate pay band 15 applies to graduate analysts and graduate policy analysts
- ◆ Graduate pay band 16 applies to graduate solicitors.

Progression to the next step in the graduate pay bands will occur automatically after six months in the role, unless a Graduate is on a Performance Improvement Plan.

If a manager would like to progress a Graduate up two steps per six-month period, they must provide specific evidence of performance and development in the role in support of the recommendation to progress. Graduate progression will continue through to step one of either band 15 or band 16. Once a member has progressed above the graduate pay band they will receive annual progression of one step.

### **13.6 Ngā Tangohanga Deductions**

You consent, in terms of the Wages Protection Act, to the Ministry making deductions from your salary (including holiday pay and final pay) in respect of any money owed by you to the Ministry including but not limited to:

1. Overpayments howsoever made by the Ministry to you;
2. Money paid to you for annual holidays beyond your entitlement to such annual holidays.

Before any deductions are made under this clause, the Ministry will firstly consult with you to reach an agreement about the proposed deductions which will include advising you in writing of:

- ◆ The amount of the deduction;
- ◆ The reasons for the deduction;
- ◆ The frequency of the deduction (if this is going to occur on an ongoing basis)

### **13.7 Ngā utu tāpui mō ngā tono hoki ki te mahi Call back allowances**

Specific arrangements apply to Information Management staff or other staff who are required to be on stand-by or who may be required to be called into the office or work remotely to respond to problems. These arrangements are outlined in Schedule Two.

## **14 Ngā Whakahokinga Moni mō Utunga me ngā Utu Tāpui**

Expense Reimbursement and Allowance

### **14.1 Te haere ki wāhi mō te Tiaki Pararau**

#### **Travelling out of town**

The PSA and the Ministry are committed to reducing our impact on the environment and therefore ensure that travel is made only when necessary.

The Ministry will reimburse you for all actual and reasonable expenses incurred solely in respect of your work with the Ministry. For a guideline on amounts to be reimbursed see below (they are inclusive of GST where applicable).

The Ministry will ensure that all staff members are able to travel in ways that are safe, comfortable and convenient to effectively achieve the Ministry's business. In particular the Ministry will:

- ◆ Ensure that accommodation used is convenient, safe and secure and have a reasonable standard of amenities.
- ◆ Provide meal and related allowances in line with the Ministry's Travel Policy.
- ◆ Reimburse reasonable expenses incurred on behalf of the Ministry.
- ◆ Provide other facilities as appropriate to assist staff in their arrangements, such as Ministry calling cards and corporate credit cards.

You must seek the approval of your manager prior to incurring any expenses.

Travel and accommodation costs are at the expense of the Ministry. For guidelines please refer to the Travel Policy.

#### **14.1.1 Te haere ki waho o te tāone mō tētahi rā**

##### **Travel out of town for the day**

You can claim actual and reasonable travel and meal expenses incurred (upon GST receipts) or an incidental allowance of \$10.00.

#### **14.1.2 Te haere ki waho o te tāone mō tētahi pō**

##### **Travel out of town over night**

- a) You can claim actual and reasonable travel and meal expenses incurred (upon GST receipts) and an incidental allowance of \$10.00 per night;

Or

- b) You can claim incidental allowance of \$10.00 per night plus a meal allowance for all meals not supplied. Meal allowance rates are benchmarked against travel survey information, published on the Ministry's intranet and updated annually

A maximum of three meals per 24 hour period can be claimed and for periods of less than 24 hours out of town under the following conditions:

Breakfast: If depart home or office before 7.30 am

Lunch: If arrive back at office after 2.00 pm

Dinner: If arrive home or back at office after 7.00 pm.

If you are staying privately overnight you can claim \$20 per 24 hour period in addition to the above allowances.

## **14.2 Whakahokinga Moni mō te Tiaki Pararau**

### **Dependant Care Reimbursement**

(Applies when working abnormal hours or away from the office)

When an employee attends a course or is travelling out of town on official business or is required to work abnormal hours and the situation is such that they cannot make alternative arrangements for the care of their dependants without incurring an extra personal cost, upon receipt actual and reasonable expenses may be reimbursed.

## **14.3 Whakamahi Waka Tūmataiti**

### **Use of Private Motor Vehicle (reimbursement rates)**

The use of a private motor vehicle for Ministry business must be approved by the appropriate manager (preferably in writing) prior to the event. If staff choose to take their own car long distances (e.g. further than 180 Kms) on Ministry business instead of flying (e.g. to take other family members with them) they may do so, but can only claim the rate equivalent of hiring a rental car (\$80 for the first day [a day refers to a 24 hour period] and \$65 for each subsequent day) plus one litre of petrol per 10 Kms travelled. The petrol price used will be that applicable at the time of application.

If staff members are using their own car to travel short distances (e.g. less than 180 Kms) on Ministry business (when a Ministry car or public transport are not available or practical) mileage may be claimed. Mileage is claimed on the Staff Reimbursement Claim form and is calculated as per IRD guidelines on the Inland Revenue Department website.

Where travel is undertaken in a personal vehicle, the assumption is that the individual traveling is principally responsible for insurance coverage. The Ministry is not automatically liable for any costs incurred in the event of an accident under these circumstances.

## **14.4 Ngā kai ina mahi i ngā haora tāpiri**

### **Meals when Working Overtime**

If you are asked by your manager to work overtime for a period of 2 hours or more through a meal time and a meal is not provided, then you are entitled to the actual and reasonable costs of purchasing a meal up to \$20 (on GST receipt).

## **14.5 Ngā Utu Ngaio**

### **Professional Fees**

The Ministry will pay your fees if you wish to join a professional organisation that relates to the position you are employed in and that will be of benefit to yourself and the Ministry. Approval must be obtained from your manager. The Ministry will pay the full cost of practicing certificates where these are a requirement of your position.

## **14.6 Utu Tāpui mō te Whakawhiti Mahi/Hūnuku ki Wāhi kē**

### **Transfer/Relocation Allowance**

If you have been offered a transfer out of town to another Ministry location, upon receipt you will be paid actual and reasonable costs which may include: meal allowances, real estate agent fees, legal fees, removal expenses, interim accommodation, and other reasonable costs associated with the selling of your home and the purchase of a new home.

## **14.7 Utu Tāpui Hauora/Toiora Hauora/Wellbeing Allowance**

From commencement of employment, permanent and fixed-term employees who will be with MfE for a period of 6 months or over, are entitled to an annual contribution of \$400 (gross) once every 12 months (from 1 July to 30 June each year), for the purposes of caring for their own personal health and wellbeing needs.

This contribution may only be claimed once within each financial year and may be made up of one or more receipts spanning the list of healthcare services and providers below:

- ◆ General practitioner, including annual health checks and nursing services
- ◆ Mental health support, including counselling, psychologist, psychiatrist, psychotherapists, and other therapists
- ◆ Optician and Optometrist
- ◆ Medical Specialists
- ◆ Dentist or Orthodontist
- ◆ Audiologist
- ◆ Podiatrist
- ◆ Massage, mirimiri, and milimili
- ◆ Physiotherapist, Chiropractor, or Osteopath
- ◆ Acupuncturist
- ◆ Dietician or Nutritionist
- ◆ Gym membership, personal trainer
- ◆ Mole mapping, or its equivalent
- ◆ Kaupapa Māori hauora provider services
- ◆ Gender affirming healthcare services
- ◆ Health insurance
- ◆ Sports clubs

This allowance is in addition to the Ministry's Employee Assistance Programme. Prescriptions, medical devices (e.g. glasses or contact lenses) or treatment costs as prescribed by health care services and providers on the above list may also be claimed.

For the purposes of this clause, each entitlement year is from 1 July to 30 June. Any receipts being claimed must be dated within the relevant entitlement year, and show the payment has been made. Note that payments reimbursed by your insurance provider are not eligible to be claimed against this allowance.

For the avoidance of doubt, this is a gross, this is a gross taxable allowance that attracts PAYE and any other applicable deductions (e.g. Kiwisaver and student loan deductions).

Any unclaimed portion of this allowance will not be carried over to the following entitlement year.

## **14.8 Utu Tāpui mō ngā Mahi Piki Tūranga Taupua Higher Duties**

If you are required to work more than 10 consecutive working days of your normal working arrangement in a more senior position you will be paid a higher duties allowance.

You will be paid in addition to your current salary:-

- ◆ an amount between 5 and 10% of your current salary; or
- ◆ the difference between your current salary and step A of the band the role sits in.

The amount of this allowance will depend on the length of time in the position and whether you have taken on some or all of the duties and responsibilities that go with that position (i.e. for full duties or a period of approximately three months or more the step based allowance should be considered).

If your salary is above step A of the higher role, the allowance will be calculated based on an amount between 5 and 10% of your current salary.

If a person is 'acting' in a senior position for a short period of time and the acting period is subsequently extended or the duties and responsibilities expected are increased, the higher duties will be updated to reflect this and will be backdated to the commencement of increased duties.

If a person 'acting' in a senior position is subsequently appointed to that position a backdating of the appointment date to the commencement of duties may be granted to them.

#### **14.9 Utu Tāpui mō ngā Mahi Motuhake**

##### **Special Duties**

Where you are asked by the Ministry to undertake duties for a long term period of time that clearly exceed the nature and scope of your duties, and where the higher duties allowance is not payable, you may be paid a special duties allowance.

### **15 Ako me te Whanaketanga**

#### **Learning and Development**

##### **15.1 Ngā Mātāpono**

##### **Principles**

The Ministry is committed to developing the capability of employees to ensure they can effectively contribute to organisational goals, and plan for their own career development. The Ministry promotes an adaptable, continuous learning culture that encourages its employees to achieve and develop.

##### **15.2 Whāinga**

##### **Objectives**

The Ministry will ensure that all employees are provided with reasonable learning and development opportunities that enable them to carry out their responsibilities and maintain capability in their relevant field.

The Ministry will also support career development opportunities that are agreed to be mutually beneficial, especially where they will assist an employee to progress into another position.

Employees and managers are jointly responsible for agreeing and implementing an ongoing learning and development plan which is reviewed on a regular basis. This plan will outline individual learning and development goals, along with the respective manager and employee actions, responsibilities and timeframes for achievement.

The Ministry will promote career development opportunities internally, and managers and employees are jointly responsible for identifying specific career progression opportunities as they arise.

## **16 Hauora me te Toiora** Health and Wellbeing

### **16.1 Ngā Mātāpono Hauora me te Toiora** Health and Wellbeing Principles

The Ministry is committed to the health and safety of employees. Together with employees and the PSA we will work to build and maintain a work environment that supports the wellbeing of all individuals. The Ministry recognises that the health of employees is important to a productive and efficient workplace and that the promotion of health and wellbeing is preferable to responding to illness and accidents.

The Ministry and the PSA agree to the ongoing development, monitoring and evaluation of an Agreement for Worker Participation in Health, Safety and Wellbeing which provides practical guidelines to support health, safety and wellbeing at the Ministry.

The Ministry will involve the PSA and employees in the ongoing development of health and wellbeing initiatives, processes and systems and employees will actively participate in the development of these.

### **16.2 Ngā kawenga a te Manatū** The Ministry's responsibilities

- ◆ Comply with the Health and Safety at Work Act 2015 and any other relevant legislation.
- ◆ Comply with any regulations and codes of practice pertaining to health and safety.
- ◆ Provide necessary safety equipment, procedures and training.
- ◆ Operate policies and procedures that provide for a safe working environment.
- ◆ Facilitate a participative health and safety committee that involves PSA delegates.

### **16.3 Ngā kawenga a te kaimahi** Employee's responsibilities

- ◆ To take reasonable care for their own health and safety and that of others who may be affected by what they do or do not do.
- ◆ To work co-operatively with the Ministry in addressing health and safety issues.
- ◆ To be aware of and to follow the emergency procedures of the area in which they are working.
- ◆ To immediately report any accident, hazard or sub-standard conditions to the appropriate person.

### **16.4 Whakarekereke Whānau** Family Violence

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

Employees who experience family violence may raise it and work together with their manager 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.

The employee can take 10 paid days off a year to deal with the effects of family violence. This leave will be available when an employee commences employment with the Ministry.

The employee can take family violence leave if:

- ◆ they are affected by family violence
- ◆ they have a child who is affected by family violence.

There is no time limit on when the family violence occurred.

The employee must tell their manager if they are going to take family violence leave as soon as they can (before their usual start time, if possible). Regardless of this requirement, it is recognised that this may not be possible in some circumstances (such as where family violence has recently occurred).

This family violence leave entitlement renews every 12 months. Employees may not carry forward any leave they do not take.

The Ministry will not pay the employee for unused family violence leave when their employment ends.

If the employee has used all their family violence leave, or does not qualify, the Ministry may let them take other forms of leave (such as sick leave, family leave, annual leave, special leave or unpaid leave).

- ◆ The employee can also ask for flexible work arrangements in line with clause 12.3 of this agreement and the Ministry's Flexible Work Policy, or other practical arrangements to deal with the effects of family violence. This may include 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;
- ◆ increased access to the Employee Assistance Programme; and
- ◆ other appropriate measures agreed between the Ministry and the employee.

The Ministry will also support an employee to seek help where that employee recognises that they are causing family violence harm to others.

## **17 Whakamatuatanga Leave**

Leave provides employees with the opportunity for rest and relaxation, assisting them to achieve balance in their lives.

Leave taking involves management of individual and business needs, and to work effectively requires planning, flexibility and shared responsibility between the employee and manager.

Employees may require leave for a variety of reasons, including sickness, family obligations, bereavement, and cultural responsibilities.

Nothing in these provisions limits rights or obligations under the Holidays Act 2003 and its amendments or replacements.

All leave must be recorded using the appropriate leave reporting process in your Employee Kiosk.

## **17.1 Te Āhukahuka i ngā Mahi Haere Tonu**

### **Recognition of Continuous Service**

The Ministry will recognise prior service from 13 May 2003 with other departments of the Public Service (as specified in the Second Schedule of the Public Service Act 2020), 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 purpose of calculating continuous service for leave entitlements. Leave for which continuous service is recognised is annual, long service, sick and care for dependants and parental leave.

Continuous service after 13 May 2003 will be deemed to be broken:

- ◆ after 15 months break in service
- ◆ after four years break in service if the break in service was for childcare purposes
- ◆ where redundancy has been paid out for a prior service

Otherwise any break in service will be treated as interrupted service but not broken.

For the purposes of recognising service you will be required to provide evidence of prior service. The Ministry will maintain a record of this prior service for the purposes of calculating leave

entitlements. Evidence of prior service should be a letter from your previous employer/s stating:

- ◆ start and finish date
- ◆ any Leave Without Pay or other leave that interrupts service taken
- ◆ any Long Service Leave taken
- ◆ whether redundancy has been paid out for any period of service

## **17.2 Ngā Hararei Tūmatanui**

### **Public Holidays**

The following are holidays on pay in addition to annual leave (if they fall on a day on which you would normally work):

- ◆ Christmas Day and Boxing Day
- ◆ New Year's Day and 2 January
- ◆ Waitangi Day
- ◆ Good Friday and Easter Monday
- ◆ Anzac Day
- ◆ Queen's Birthday
- ◆ Matariki
- ◆ Labour Day
- ◆ The anniversary of the province in which you work

If you work on one of the above days you will be entitled to receive payment at the rate equivalent to time and one half of your hourly rate for time worked. In addition you will be granted a paid alternative day off to be taken at a time mutually agreed between you and your manager but normally within 12 months of the entitlement falling due. The delegated manager must approve work on statutory holidays and any payment or time in lieu.

### **17.3 Ngā Hararei ā-Tau Annual Holidays**

Nothing in this provision limits rights or obligations under the Holidays Act 2003 (as amended or replaced).

You will initially be entitled to 4 weeks annual holidays at the end of each 12-month period of continuous employment. You will be entitled to four weeks plus two additional days annual holidays for each 12 month period of continuous employment as follows:

- ◆ After five complete years of relevant service
- ◆ Upon commencement of employment at the Ministry or within the first five years of employment with the Ministry once you have completed five years' work experience that relates directly to the work you have been employed to do
- ◆ After 5 years' continuous service as defined in clause 18.1

You may be permitted to use up to half of your the annual holiday entitlement prior to becoming entitled to it subject to the value of such annual holidays being deducted from your final pay in the event your employment ends prior to you becoming entitled to it.

The timing of annual holidays will generally be decided by agreement, taking into account work requirements and your personal preferences. In the event that agreement cannot be reached between you and your manager you may be asked to take annual holidays at certain times, in which case a minimum of 14 days written notice shall be given to you. As far as practical your wishes will be considered on this matter.

Wherever possible annual holidays shall be taken in the year in which entitlement to it arises. You may carry over 10 days of annual holiday entitlement from one 12-month period to the next, however you may not carry over more than 10 days annual holiday entitlement without your manager's prior written approval. At any one time you normally should not have accumulated more than two weeks entitlement above the annual holidays entitlement you receive in each 12-month period.

Periods of illness or injury during annual holiday can be recrated to your annual holidays entitlement by agreement between you and the Ministry.

For the avoidance of doubt, if you are a part-time worker you will accumulate annual holidays on a pro-rata basis.

Payment for annual holidays will be paid in the pay that relates to the period during which the holiday is taken.

### **17.4 Ngā Hararei o te Manatū Ministry Holidays**

Upon commencement of employment at the Ministry you will be entitled to three paid Ministry holidays if they fall on a day on which you would normally work. The Ministry days are to be taken in the period after Boxing Day and before New Years day.

### **17.5 Te Whakamatuatanga Tāpiri i tētahi Tau Mahi Additional Leave in a working year**

The facility to bank leave and to agree salary trade for additional annual leave will be provided for and applied by agreement between you and the Ministry.

The Chief Executive must approve any applications for additional leave. Any additional leave approved will be on the condition that the additional leave is used within the financial year in which it was granted.

## **17.6 Whakamatuatanga me te Kore Whiwhi Utu Leave without pay**

You may apply for leave without pay for any period and the Ministry 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 Ministry and the operational needs of the Ministry.

The following criteria will be considered when deciding whether to approve leave without pay:

- ◆ Would granting the request support your work-life balance?
- ◆ Would granting the request contribute to your development?
- ◆ Would granting the request help the Ministry retain you as an employee?
- ◆ Does your reason for requesting leave suggest a reasonable likelihood that you will return to the Ministry?
- ◆ Your length of service.

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

Approved leave without pay for periods in excess of one month will be regarded as extended leave.

For extended leave without pay of more than one month and up to three months, your position will be held open and service will be interrupted but not broken.

For extended leave without pay of more than three months and up to 15 months you are 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, your service will then be treated as interrupted but not broken. If no job is found before the end of the preference period (i.e. the period for which leave without pay has been approved) your employment will terminate. The last day of service will be recognised as the original date that the extended leave commenced.

## **17.7 Whakamatuatanga Māuiui/Piki Ora Sick/Wellbeing Leave**

### **17.7.1 Te Ture Hararei 2003 Holidays Act 2003**

Nothing in this provision limits rights or obligations under the Holidays Act 2003.

### **17.7.2 Ngā Kaupapahere Policy**

This provision relies on mutual trust between you and the Ministry, and between you and your colleagues. It is based on the belief that, if you are genuinely ill or injured, you should be able to have actual and reasonable paid time off work to recover from any incapacity without fear of immediate termination or loss of pay. In all cases the Ministry will endeavour to actively support you returning to work following a period of absence.

Breaches of the sick leave provisions will be investigated under the disciplinary process (please refer to clause 18.1 of this Agreement).

Continuous service, as specified above, is recognised for the calculation of sick leave entitlement.

Sick leave entitlement will be pro-rated for part-time employees provided that the minimum statutory entitlement of 10 days per 12-month period after the first 6 months of service and which can be accumulated to a maximum of 20 days sick leave entitlement in any given 12-month period is maintained in all cases.

### **17.7.3 Te Wā Māraurau Qualifying Period**

For the first three months of your employment you will be entitled to up to seven days sick leave.

After this period you will be eligible to be part of the Ministry's sick leave provisions.

### **17.7.4 Te whakamōhio me te whakamana i te hōnea Notification and Approval of Absence**

When you are taking sick leave you must inform your manager as soon as possible of your absence from the office. This would preferably be in the first two hours you are due to arrive at work.

If your manager has concerns about the length, pattern, frequency or authenticity of leave being taken then this will be discussed with you. As a result you may be required to obtain a medical certificate to confirm your eligibility for sick leave regardless of the duration of leave taken. You should be aware of your right to have a representative at such a meeting.

### **17.7.5 Te whakahaere i tō hōnea – hōnea tūmau Managing your absence – continuous absence**

Time Frames	Status	What is required	Action points	Payment Status
Less than 1 working week		Staff member to advise manager on first day of sick leave	No further action required	Paid sick leave
1-3 consecutive working weeks	Indication of when likely to return	Regular contact must be made between the staff member and the manager. The manager may seek medical certificate at this stage	Assist planning for return to work. Options include: Rehabilitation, part-time work, changed duties if required	Paid sick leave as required
	No indication of return	Medical certificate required. Monitor and manage absence		Paid sick leave as required
3-4 consecutive weeks	Indication when likely to return	Medical certificates required. Manager and staff member to discuss return to work	Consider other options, part-time work, changed duties	Paid sick leave as required

	No indication when likely to return	Medical certificates required, consider impacts on other staff and workloads.  Manager and staff member to discuss return to work. Monitor and manage absence	Further information from a medical practitioner at the Ministry's expense may be required to assist in the staff member return to work. Consider other options, EAP, rehabilitation, part-time work, changed duties	Continued paid sick leave, Periods of annual leave may be considered
4-8 consecutive weeks	Indication when likely to return	Medical certificates required. Manager and staff member to discuss return to work	Consider other options, part-time work,	Paid sick leave as required
	No indication when likely to return	Medical certificates required, consider impacts on other staff and workloads.  Manager and staff member to discuss return to work. Monitor and manage absence	Further information from a medical practitioner is required to assist in your return to work. Consider other options, EAP, rehabilitation, part-time work, changed duties	Further information from a medical practitioner is required to assist in your return to work. Consider other options, EAP, rehabilitation, part-time work, changed duties
8-12 consecutive weeks		Consider if position can be held open	Assist in planning for return to work options include-rehabilitation, part-time work, changed duties.	Options include: Paid sick leave; Reduced pay Leave without pay
12+ consecutive weeks		If the staff member is unable to fulfil duties due to medical reasons and will continue to be unable in the foreseeable future they may be required to retire on medical grounds	A final decision will be confirmed by medical assessment by two medical practitioners one nominated by the Ministry one by the staff member	Options include: **Paid sick leave; reduced pay  Leave without pay or Medical retirement with a minimum of 65 working days pay

### **17.7.6 Te whakahaere i tō hōnea – hōnea tāmutumutu**

Managing your absence – Intermittent absence

Time frames	What is required	Action points	Payment status
16— 19 days over a 12 month period	Manager and staff member to meet to discuss causes for absences and impact on work	Consider if any aspects of the workplace are contributing to frequency of absence	Paid leave as required
20 —39 days over a 12 month period	Medical certificates required for every absence over 2 days. Consider impacts on other staff and workloads.  Manager to monitor and manage absence	Consider other options, EAP, part-time work, changed duties. Further information from a medical practitioner at the Ministry's expense may be required to inform option decisions.	Paid leave as required
40 - 59 days over a 12 month period	Medical certificates required for every absence regardless of duration.	Assist in planning for return to work, options including part-time work or changed duties.	Options include: Paid sick leave; Reduced pay; Leave without pay

\*\* In deciding which option is applied consideration will be given to your length of service, previous sick leave use and prognosis.

If you have had an extended period of consecutive leave in the past and require a further period of extended absence greater than 15 days (continuous or intermittent) the options available will be discussed with you and will be based on individual circumstances.

### **17.8 Tāoki nā ngā Take Hauora**

Medical Retirement

If it becomes apparent that you are unable to fulfil the duties of your position due to medical reasons, you may be required to retire on medical grounds. A final decision on medical retirement will be confirmed by a medical assessment by two independent medical practitioners, one nominated by your manager and one nominated by yourself. In the event you are medically retired, you will receive a minimum of 65 working days pay.

### **17.9 Tiaki Pararau**

Caring for Dependants

The definition of a dependant is broad and takes into account the many differences amongst our staff. It includes anyone who relies on or is dependant on the staff member for their physical or psychological well-being. Leave to care for a dependant covers the situation where the dependant is sick or injured and is not intended for long term care. If this period extends beyond five days in one instance, or over a total of ten days in the previous 12 month period then other options will be considered for the staff member on a case by case basis. These may include the staff member using their annual leave, leave without pay, and/or flexible working arrangements. Additional support may be provided from the Ministry's Employee Assistance Programme.

Leave to care for dependants will be pro-rated for part-time employees

## **17.10 Te whakamatuatanga tangihanga**

### Bereavement/Tangihanga Leave

You will be granted special bereavement leave on full pay to discharge your obligations and/or to pay your respects to a deceased person with whom you have had a close association. This includes a loss due to whakatahe/miscarriage. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at part or all of a Tangihanga (or its equivalent).

The period of the bereavement leave will be agreed between you and the Ministry.

- ◆ You will be entitled to a minimum of three days paid bereavement leave on the death of a close relative.
- ◆ You will be entitled to a minimum of one day's paid leave on the death of any other person if your manager accepts that you have suffered bereavement.
- ◆ You will be entitled to a minimum of one day's paid leave to attend a Hura Kōhatu/ unveiling.

Additional time needed for travel will also be considered.

Where you suffer bereavement while on another form of leave, except for public holidays, that period will be recorded as bereavement leave.

## **17.11 Ētahi Atu Whakamatuatanga Motuhake**

### Other Special Leave

You may apply for paid or unpaid special leave for jury service, attendances at conferences or seminars and attendance as a witness in Court proceedings, or other approved purposes. If you are required to attend jury service your position will be kept open for an indefinite period. Approval of the leave requested is made by, and at the discretion of, your manager. In the event of a genuine unplanned emergency situation that requires your attendance the Ministry may approve emergency leave which could be paid or unpaid. This will be assessed on a case by case basis.

## **17.12 Whakamatuatanga Mahi Tūao (Te Ope Kātua)**

### Volunteers Service (Armed Forces) Leave

Volunteer Service shall be allowed in accordance with the Volunteers Employment Protection Act 1973 (including any amendments or replacement). You are entitled to paid time off up to twelve weeks for initial training, and up to four weeks each year thereafter will be provided. You will refund the lesser amount of either salary or military pay. Additional leave without pay of up to twelve months will be made available to you when undertaking peacekeeping duties.

## **17.13 Whakamatuatanga Ako**

### Study Leave

You may be granted leave to undertake a programme of study as agreed with the Ministry. 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.

## **17.13.1 Ngā paearu whakamatuatanga ako**

### Study Leave Criteria

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

- ◆ the time commitment required and your workload;
- ◆ programme requirements such as attendance at lectures or workshops; residential modules, on-the-job or practical experience, examinations and assessments;
- ◆ additional support available such as use of work facilities and technology;
- ◆ the affordability of providing that support;
- ◆ the impact of the leave on the Ministry's work and on your workload and the workload of your colleagues;
- ◆ whether there is a benefit to both your development and the current and ongoing needs of the Ministry.

## **17.14 Whakamatuatanga Tiaki Pēpi**

### **Parental Leave**

Parental leave will be granted in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 (as amended or replaced), except where specifically varied in this agreement.

The minimum entitlements of the Parental Leave and Employment Protection Act will be applied in accordance with the provisions of that Act and include the following entitlements:

- ◆ Primary carers leave not exceeding (except in certain limited circumstance) 22 weeks (increasing to 26 weeks from 1 July 2020)
- ◆ Up to 10 days discretionary leave for reasons connected with the pregnancy prior to taking primary carers leave;
- ◆ Up to two weeks leave for partners of the primary carer either prior to or post the expected date of delivery (at MfE one week is paid and the second week unpaid).
- ◆ Extended leave of:
  - 26 weeks extended leave for any employee who has been continuously employed for less than 12 months; or
  - 52 weeks extended leave for any employee who has been continuously employed for more than 12 months;

In accordance with the Parental Leave and Employment Protection Act, it will be presumed, subject to the limited exceptions in the Act, that the Ministry will be able to keep your position open for until the end of your parental leave.

For permanent employees who have been continuously employed by the Ministry for a period of more than 12 months, the following additional entitlements are available:

- ◆ An additional period of 52 weeks extended leave up to a total of 104 weeks.

Employees continue to accrue annual holidays during a period of parental leave. The Ministry will pay for those annual holidays in accordance with the provisions of the Parental Leave and Employment Protection Act 1987. In addition, subject to meeting the below criteria, the Ministry offers additional benefits as set out below:

Subject to the employee returning to work after a period of parental leave:

- ◆ The Ministry will pay for annual holidays accumulated during the parental leave period at the employee's ordinary rate of pay, which will be the employee's base salary (gross) at the time of going on parental leave, exclusive of any allowances or additional payments that may have been paid during the period prior to taking parental leave. Where the provisions of the Parental leave and Employment Protection Act 1987 provide for a higher rate of pay, then that rate will apply.
- ◆ Should an employee resign during a period of parental leave the payment for any untaken annual holiday entitlement will be in accordance with the statutory minimum.

- ◆ Should an employee resign during their first 12 months back at work following a period of parental leave, any untaken annual holiday entitlement will be paid in accordance with the statutory minimum.

Note — it is possible for an employee who takes two years' parental leave to return to work with 8 weeks of annual holiday's entitlement. This leave may be utilised to help transition back to work, e.g. using annual holiday each week or at regular intervals. It is expected the annual holiday entitlement earned during a period of parental leave will be utilised within the first 12 months following an employee's return to work.

An employee must advise their manager, in writing, no later than 21 days before their parental leave ends whether or not they will be returning to work. If an employee decides not to return to work at the end of their parental leave, their employment is considered to have ended on the day they started parental leave.

#### **17.14.1 Te utu whakamutu mahi**

##### **Ex-Gratia Payment**

An employee, who has been on primary carer and/or extended leave for at least six weeks and had care of their child in terms of the Act\*, and who returns to work and completes six months service, will qualify for an ex-gratia lump sum taxable payment equivalent to 6 working weeks' pay, based on their ordinary hours of work prior to going on parental leave.

If the employee took less than 6 working weeks leave, the payment will be prorated. So that, for example, an employee who takes 3 weeks' parental leave would be entitled to an ex-gratia payment equivalent to 3 working weeks' pay.

If an employee and their partner both work for a public service employer, only one will be eligible for the payment.

\*Primary Carer under the Act is the person who is pregnant or has given birth to the child; or the spouse or partner of the child if any or all of the paid parental leave entitlement has been transferred to them; or a person who takes permanent primary responsibility for the care, development and upbringing of a child who is under the age of 6 (as in the case of adoption or whāngai).

#### **17.14.2 Te āta whakauru i tō hokinga ki te mahi**

##### **Phasing your Return to Work**

The Employment Relations Act 2000 provides for you to request flexible working arrangements.

You can phase your return to work by working reduced hours for a maximum of three months. The hours you work during this time will be agreed between you and your manager. You will be entitled to apply to your manager to extend this arrangement for up to a total of 12 months.

You may apply to phase your return to work for the full twelve month period when you notify your intention to return to work. A minimum of 3 days or 24 hours per week is preferred following the initial three month period and can be agreed with your manager.

Agreement to extend this arrangement up to the full twelve months will take into account your needs as well as the requirements of the Ministry to meet work objectives within the resources available.

The Ministry will consider your application in accordance with the criteria set out in section 69AAF of the Employment Relations Act 2000 and in doing so will make all reasonable efforts to accommodate requests for up to 12 months of reduced hour arrangements following a return from parental leave or a return from any extended leave without pay following parental leave. Any proposed decline of the request must be subject to one up approval.

The maximum phased return to work period is twelve months.

A request to work reduced hours beyond the maximum twelve months of phased return to work must be applied for under the provisions of clause 12.3 of this agreement, Flexible Working Arrangements.

## **17.15 Whakamatuatanga Ratonga Wā Roa**

### **Long Service Leave**

With the coming into effect of the public service common leave provisions, your entitlement to long service leave depends on both your recognised service and your service with the Ministry.

If you have recognised continuous service, in accordance with clause 17.1, you will be entitled to two weeks' long service after 10 years continuous service. You will receive one whole week after every five years continuous service thereafter.

If you do not have recognised continuous service prior to commencing employment with the Ministry, you will be entitled to one week's long service leave after 5 years of employment with the Ministry. You will receive one whole week after every five years continuous service thereafter.

Any period of leave without pay greater than one month will be interrupted service for calculating your entitlement to long service leave.

For the purpose of long service leave, one week of leave will be either:

- ◆ 5 days if you currently work full time.
- ◆ If you work part time on the date on which you become entitled to Long Service Leave, the average of your contractual hours over the contributory period of employment at MfE.

Long service leave will not accumulate from one qualifying period to another and will be taken before the next entitlement falls due or be forfeited. If you resign (or have given notice of resignation), or are dismissed, you will forfeit any untaken long service leave to which you may be entitled and therefore it will not be paid out. Long service leave will be paid at ordinary rates of pay.

If you have previous entitlement to long service leave from a recognised public service department or crown entity; you must provide a record of your current entitlement to long service leave (if any), including any long service leave taken.

## **17.16 Whakamatuatanga Tāoki**

### **Retirement Leave**

You will be entitled to retirement leave if you are within 10 years of eligibility to receive National Superannuation payments and have been employed at the Ministry for at least five years. You must have a genuine intention to retire. Payment will be as follows:-

- ◆ 30 workings days after 5 years and up to 10 years of Ministry service; or
- ◆ 65 working days after 10 years or more of Ministry service

You are required to give three months' notice to be eligible for retirement leave. The Chief Executive has the discretion to grant retirement leave in the case of an employee not meeting the above criteria who is genuinely leaving the employment of the Ministry to retire.

## **18 Ngā Ture o tō Whiwhinga Mahi**

### Terms of Your Employment

#### **18.1 Tukanga Whakawhiu**

##### **Disciplinary Process**

The Ministry requires all disciplinary and dismissal matters be dealt with fairly, promptly, consistently and in conformity with legislation, policy requirements and guidelines. Where possible the focus will be on correcting unacceptable behaviour.

In the event of a discipline or dismissal process being implemented the following principles apply:

- ◆ You will receive a fair hearing.
- ◆ You will be made aware of the right to representation by a union representative or another legally qualified person.
- ◆ Any investigation will be conducted as soon as practicable and in a timely manner.
- ◆ You will be provided in writing the specific allegation/issue that is causing concern.
- ◆ You will have an opportunity to be heard, allowed to present your case, and respond to allegations prior to any decisions being made.
- ◆ You will be made aware of the likely consequence if the allegation is proven.
- ◆ The person making the decision has the required delegated authority and all information to make a decision.

#### **18.2 Tārewatanga**

##### Suspension

In the event the Ministry wishes to investigate any alleged misconduct, it may, after discussing the proposal of suspension with you, and if applicable your representative, and considering your views, suspend you on pay whilst the investigation is carried out.

#### **18.3 Whakataunga Raruraru Hononga Tuku Mahi**

##### **Employment Relationship Problem Resolution**

The Ministry is committed to the prompt resolution of disputes.

Where possible, employees should first raise any issue directly with their manager to try and resolve the issue informally. If employees are unable to resolve the issue with their manager, then they should raise with their one-up manager, or should approach the People and Capability team or your PSA representative to talk through options to resolving issues.

The People and Capability team and/or PSA representative may be asked by either your manager or yourself to assist and support you through this process.

If you or the Ministry are having difficulties in resolving the problem then either can contact the Ministry for Business, Innovation and Employment (MBIE) who provide a free Mediation Service for assistance. Advice can be given via email, over the phone, or by a visit to the office — whichever is the most convenient. You also have the option of getting advice through your own sources.

Members can refer to MBIE's website which has guidelines detailing your employment rights or contact the PSA via your delegates or through the PSA website.

In the case of you having to raise a personal grievance with the Ministry, then you must do so within 90 days of the incident occurring or you became aware of the incident occurring. In most circumstances the first course of

action in resolving a Personal Grievance will be through mediation. The next course of action after mediation is through the Employment Relations Authority.

#### **18.4 Wā Pānui Wehenga Mahi**

##### **Notice Period**

Four week's notice of termination must be provided in writing by the party giving notice, except where the employee is being dismissed for serious misconduct, in which case no notice is required. A lesser period of notice may be mutually agreed between you and your manager.

#### **18.5 Whakarere i te Mahi**

##### **Abandonment of Employment**

In the event you have been absent from work for five or more consecutive working days without notifying or obtaining approval from your manager, 'and the Ministry has made every reasonable effort to contact you, your employment shall terminate on the expiry of the fifth day, or subsequent day if the circumstances warrant it. If the Ministry is unable to contact you, your employment will terminate without the need for you to be notified.

In the event that the Ministry considers you have abandoned your employment and your employment terminates, you will not be entitled to any payment for notice or for the days of unauthorised absence.

#### **18.6 Pānga Mataku**

##### **Conflict of Interest**

We recognise that at all times there must be a proper balance between respect for our freedoms of expression and association, and the public interest in having politically neutral and effective Public Services. The Ministry operates a conflict of interest policy that provides for how conflicts of interest are managed within the Ministry. The principles for managing conflicts of interest include:

- ◆ The Ministry recognises that staff have a number of professional and personal interests and roles.
- ◆ Conflicts of interest need not cause problems when they are promptly disclosed and well managed.
- ◆ Conflicts can arise from a number of areas, including the employees financial affairs, relationships or other roles (including other employment), or something that the employee has said or done.
- ◆ The appearance and perception of a conflict of interest is as important to manage as an actual conflict.
- ◆ In circumstances where the conflict compromises the Ministry's integrity, reputation or ability to discharge the functions, or where the conflict impacts on the performance of the staff member, the Ministry may require the employee to take action to cease the activity causing the conflict.

#### **19 Whakahaere Panoni**

##### **Management of Change**

Change plays an important role in the Ministry's drive for continuous improvement.

This change may be bought about by:

- ◆ The impact of Government policy or legislation
- ◆ Significant work programmes concluding
- ◆ The Ministry looking for continuous improvement to quality and delivery of service (e.g. the assessment and development of better work practices, structures, technology or processes).
- ◆ Employees proposing changes in work practices

The Ministry recognizes that the best change is made through effective engagement with the workforce the change may affect and with the PSA.

## **19.1 Ngā mātāpono panoni** Change Principles

There can be positive ways in which the process of change can be approached and utilized to the benefit of all:

- ◆ Planning, prior to and during a change process, is recognized as an important part of any managed approach. This produces effective measures for dealing with the potential or real impact on 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 the PSA where change is being considered that may impact on PSA members covered by this agreement.
- ◆ The consultation process will enable employees potentially 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 practices and the objectives of any change.
- ◆ The Ministry's aim when managing change should always be to retain and develop as many employees as possible.

Where a change proposal may result in employees being affected by a reduction in the number of employees, and/or changes to the employees' current positions, position location or terms and conditions the process outlined in 19.2 – 19.2.6 will be followed.

Where the change is less significant (e.g. 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 the change principles should still be followed, with particular importance on good communication, engagement and consultation at every level.

## **19.2 Hātepe Whakatinana** Implementation Procedure

Where, following consultation, a decision will result in organisational change, the process for implementing change described below will apply. Where there are reasons why the process below is not suitable for a particular management of change situation, the Ministry and the PSA will develop and agree alternative procedures for managing change.

### **19.2.1 Tirowhānui** Overview

When a change is being considered the PSA will be consulted at the earliest possible point, along with affected and potentially affected staff members as part of the problem definition stage.

PSA and affected and potentially affected staff members will be given an opportunity to make submissions (orally and in writing) at all stages of the process including options and implementation.

When it is a structural organisational change, there will be an initial comparison of existing and new positions within the scope of the review, and reconfirmation or reassignment of employees affected by the change.

Employees affected by organisational change will have a preferential right of appointment to

vacancies within the Ministry for the Environment, and will be advised in writing of their preferential status. This preferential right of appointment should include allowing those affected to apply for vacancies before vacancies are advertised externally.

The Ministry will provide assistance with counselling, career advice, financial advice and paid time off for job searching, applications and interviews during this period.

### **19.2.2 Te whakaū anō**

#### **Reconfirmation**

Applies where a position is to be unchanged and transferred into a new structure within or outside the Ministry and:

- ◆ The new job description is the same or nearly the same;
- ◆ The salary is the same;
- ◆ The terms and conditions, including career prospects are no less favourable; and
- ◆ The location is the same or in the local area.

Where there is more than one suitable candidate who meets the criteria outlined above, the procedures for managing this will be those as for reassignment procedure.

### **19.2.3 Te tautapa anō**

#### **Reassignment**

Following completion of the reconfirmation process, reassignment will apply. The objective will be to place the maximum number of employees who are affected by the change but not reconfirmed into positions by matching individual skills with the positions that require similar skills. Cases will be dealt with on an individual basis and each applicant will be consulted prior to reassignment.

Any training needs will be identified before a reassignment occurs. Preferential applicants may be required to undertake on the job training and or attend training courses.

Where reassignment is to a position with a lower salary, the staff member will receive an allowance equivalent to the difference between their old and new salary and be able to have this paid either:

- ◆ As a lump sum calculated on the basis of two years' equalisation; or
- ◆ As an ongoing allowance that will be abated by any subsequent salary increases.

Where the new position is at a location outside the local area, assistance with transfer expenses shall be provided on an actual and reasonable basis to ensure the employee does not suffer financial loss as a result of the acceptance of the reassignment position.

### **19.2.4 Te tukanga tautapa anō**

#### **Process for Reassignment**

Where reassignment applies, affected staff will be advised of available reassignment options. They will be invited to submit an expression of interest in the available positions. An expression of interest may include the ability to explore other options as well as reassignment. There will be an ongoing conversation with affected staff about their options. Affected staff can choose to have a PSA representative involved in that ongoing conversation.

Decisions on reassignment will be based on best person for the position. The process to determine best person for the position may vary according to the situation and may include a variety of selection processes, which may include:

- ◆ Expression of Interest Form
- ◆ Interview
- ◆ Other written tests or assessments
- ◆ Referees

Decisions on reassignment will be made by a manager with relevant delegated authority.

### **19.2.5 Te whakahapanga tūao Voluntary Redundancy**

Where a change proposal may result in fewer positions than there are affected employees, the Ministry may seek expressions of interest, on a without prejudice basis, in voluntary redundancy from employees.

Where expressions of interest are received, the Ministry may, at its sole discretion, choose to accept or decline any expression of voluntary redundancy where there would be an adverse impact on the business.

By way of example and without limiting the Ministry's sole discretion, voluntary redundancies may not be accepted in circumstances where:

- ◆ An applicant has skills and experience that the Ministry wishes to retain; or
- ◆ Where approving the voluntary redundancy may result in insufficient skilled staff from which to appoint to remaining positions in the impacted area.

Where the Ministry accepts an expression of interest and offers voluntary redundancy, written acceptance of that offer by the individual will be binding.

### **19.2.6 Ētahi atu kōwhiringa Other options**

If either reconfirmation or reassignment is not appropriate to the situation the following options may be offered to affected employees include:

- ◆ Temporary employment
- ◆ Special Leave With or Without Pay
- ◆ Retraining
- ◆ Redeployment/ Job Search
- ◆ Extended notice period

Other options may be agreed, and the types and levels of assistance will be negotiated on a case by case basis.

#### *Temporary Employment*

The Ministry may agree to offer alternative employment for a period of up to 6 months at the end of which the member will be entitled to consideration of other Management of Change options.

#### *Special Leave*

Special leave with or without pay may be granted, with or without the guarantee of a job placement at the end of the period. This may include an opportunity to retrain. Preferential applicant status is retained during the period of special leave. If not placed within the period of special leave, the employee will be entitled to severance calculated as of the day special leave commenced.

### *Retraining*

Where a retraining opportunity is identified which offers a genuine expectation of employment with the Ministry on completion of training, a specific programme will be designed to meet the needs of the individual. The Ministry will pay for the costs of the training to a maximum of the redundancy compensation payment that the employee would otherwise receive. In exceptional circumstances and by agreement between the parties, consideration may be given to additional assistance with significant specific costs such as fees.

### *Redeployment to other Public Sector Agency*

The Ministry and the PSA agree to explore and identify suitable alternative positions in other agencies. Should a suitable position/s be identified and there is a successful match to the requirements of the relevant agency redeployment could be offered where the terms and conditions are no less favourable.

### *Redundancy*

Employee on fixed term agreements will not be entitled to any redundancy.

Redundancy will only be made available by the Chief Executive, after consultation with the PSA, when all other options in the Management of Change process have been considered and exhausted. The MfE and PSA recognise the serious consequences that the loss of employment can have on individual employees. Following agreement that redundancy will be paid, and where it is agreed on the individual ceasing service, the employee concerned will be given one month's notice of termination.

The PSA will also be notified of the termination at the same time as the employee(s). If the parties agree, the employee is not required to work out the notice period.

Redundancy compensation will be calculated using the following formula up to a maximum of \$50,000.

Up to 5 years MfE service; or	3 months' salary
5 years and up to 10 years MfE service; or	6 months' salary
10 years and over MfE service	9 months' salary

Plus: Payment in lieu of retirement leave, calculated using the retiring leave table.

Plus: The cash equivalent of any annual leave and long service leave earned but not taken.

Counselling, career advice, financial advice will be made available as appropriate.

## **20 Ngā Whakaritenga Tiaki Kaimahi**

### **Employee Protection Provisions**

#### **20.1 Tono Application**

This clause applies to any sale, transfer or contracting out of all or part of the activities or operations of the Ministry.

## **20.2 Tukanga Process**

Where the Ministry is contemplating such sale, transfer or contracting out (together a "Transaction") and the Transaction may affect positions of the employees covered by this agreement, the following process will apply:

1. as soon as is reasonably practicable (taking into account the commercial and confidentiality requirements of any such Transaction) the Ministry will consult with the PSA and the employees potentially affected.
2. where, following such consultation it has been determined to proceed with the Transaction, the Ministry will endeavour in its negotiations with the potential new employer, to protect employee interests by:
  - ◆ Exploring with the potential new employer whether it is in a position to offer employment to the potentially affected employees covered by this agreement on terms and conditions of employment that avoid the need to pay redundancy compensation if the transaction proceeds; and

where the proposed transaction is not able to be concluded as above, or on a basis whereby an employee is prepared to accept a role with the new employer, the Ministry will endeavour to find a suitable alternative position for its staff prior to resorting to redundancy.

## **20.3 Ngā take hei whiriwhiri Matters to be negotiated**

The matters relating to the terms of employment that the Ministry will negotiate with the new employer will be those set out in this written contract of employment and for the avoidance of doubt, will not include any matters contained in Ministry policies or any other discretionary benefits of employment.

## **20.4 Ngā Āheitanga o ngā Kaimahi Whakawhiti Kore Entitlements of Non-Transferring Employees**

Where, following the negotiations with the new employer, the Transaction is to take place, and an individual employee covered by this agreement is either not offered employment with the new employer or has declined an offer of employment, the following process will apply:

- ◆ Where no offer of employment is made by the new employer, the Ministry will explore reassignment and other options to avoid redundancy for the employee and will endeavour to identify a similar role for the employee with the Ministry on no generally less favourable terms of employment than those contained in this agreement. If such a role is identified for an employee and they are offered such a role, where the employee declines it, they will be made redundant without compensation; and
- ◆ Where an offer of employment is made by the new employer on terms that avoid the need to pay redundancy compensation under the reassignment of this agreement but the employee declines such an offer, they will be made redundant and will not be entitled to any redundancy compensation; and
- ◆ Where the employee is made an offer of employment by the new employer on terms and conditions that do not satisfy the reassignment of this agreement the employee will be entitled to decline the offer and receive redundancy compensation and any other entitlements in accordance with the terms of this agreement. However, if the employee accepts such an offer, they will not be entitled to redundancy compensation.

NOTE: Nothing in the above clause applies where the employee's employment is transferred within the Public Sector pursuant to the terms of the Public Service Act 2020.

## **21.0 Ngā Mahi Kino**

### **Adverse Events**

In managing the response to an emergency situation or a severe weather event, the Ministry will consider:

- ◆ Advice from relevant authorities
- ◆ Security of property assets and records
- ◆ Health, Safety, security and wellbeing of staff

If it is determined that a Ministry Building will be closed then if staff are safe and able to work from home they will do so, or if unable to work from home, special leave (emergency) will be paid either for the period the building is closed or for a period determined through the Ministry's Business Continuity and Recovery Team response as approved by the Chief Executive.

Where emergency response teams are stood up, the Manager People Operations (within People and Capability) will regularly connect with the PSA to ensure the PSA are kept well informed and can provide effective input into decision making.

The Ministry acknowledges adverse events are a stressful time for employees and their whanau, which can cause short and long term impacts. Annual leave, dependant care and/or special leave (emergency) provisions contained in Clauses 17.3, 17.9 and 17.11 are leave options available for consideration in the immediate aftermath and for long term support.

# **Ngā Kaiwaitohu ki tēnei Whakaaetanga**

## **Signatories to this Agreement**



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Alex Davies

**Assistant Secretary**

**Public Service Association**

28 February 2023

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Date



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James Palmer

**Chief Executive**

**Ministry for the Environment**

09/03/2023

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Date

# Hōtaka Tuatahi: Ngā awhe utu me ngā kaupae

## Schedule One: Pay Bands and Steps

**Pay bands effective 1 July 2022**

1 July 2022													
Old Step	New Step	B13	B14	GB15	B15	GB16	B16	B17	B18	B19	B20	B21	B22
1	A	55,984	63,231	65,138	73,280	74,252	83,534	101,802	110,872	132,138	155,491	189,083	212,313
2	B	57,538	64,987	67,174	75,316	76,572	85,854	104,630	113,952	135,809	159,810	194,335	218,210
3	C	59,093	66,743	69,210	77,352	78,893	88,174	107,457	117,032	139,479	164,129	199,587	224,108
4	D	60,648	68,500	71,245	79,388	81,213	90,495	110,285	120,111	143,150	168,448	204,840	230,006
5-6	E	<b>62,203</b>	<b>70,256</b>	-	<b>81,423</b>	-	<b>92,815</b>	<b>113,113</b>	<b>123,191</b>	<b>146,820</b>	<b>172,767</b>	<b>210,092</b>	<b>235,903</b>
7	F	63,136	71,310	-	82,644	-	94,208	114,810	125,039	149,022	175,359	213,243	239,442
8	G	64,070	72,364	-	83,866	-	95,600	116,507	126,887	151,225	177,950	216,395	242,980
9-10	H	65,003	73,418	-	85,087	-	96,992	118,204	128,735	153,428	180,542	219,546	246,519
11-13	I	65,936	74,472	-	86,309	-	98,384	119,900	130,583	155,629	183,133	222,698	250,057
14-15	J	66,559	75,174	-	87,123	-	99,312	121,032	131,814	157,097	184,860	224,799	252,416
16-17	K	67,180	75,877	-	87,937	-	100,240	122,163	133,046	158,567	186,588	226,899	254,776
18	L	67,491	76,228	-	88,345	-	100,704	122,729	133,662	159,301	187,452	227,950	255,955
19	M	67,802	76,580	-	88,752	-	101,168	123,294	134,278	160,034	188,316	229,000	257,134
20	N	68,113	76,930	-	89,158	-	101,633	123,859	134,894	160,768	189,180	230,051	258,314
21	O	68,424	77,282	-	89,565	-	102,096	124,424	135,510	161,502	190,044	231,101	259,495

**Pay bands effective 1 December 2022**

	1-Dec-22											
	B13	B14	GB15	B15	GB16	B16	B17	B18	B19	B20	B21	B22
A	59,984	67,231	69,138	77,280	78,252	87,534	105,802	114,872	136,138	159,491	193,083	216,313
B	61,538	68,987	71,174	79,316	80,572	89,854	108,630	117,952	139,809	163,810	198,335	222,210
C	63,093	70,743	73,210	81,352	82,893	92,174	111,457	121,032	143,479	168,129	203,587	228,108
D	64,648	72,500	75,245	83,388	85,213	94,495	114,285	124,111	147,150	172,448	208,840	234,006
E	<b>66,203</b>	<b>74,256</b>		<b>85,423</b>		<b>96,815</b>	<b>117,113</b>	<b>127,191</b>	<b>150,820</b>	<b>176,767</b>	<b>214,092</b>	<b>239,903</b>
F	67,136	75,310		86,644		98,208	118,810	129,039	153,022	179,359	217,243	243,442
G	68,070	76,364		87,866		99,600	120,507	130,887	155,225	181,950	220,395	246,980
H	69,003	77,418		89,087		100,992	122,204	132,735	157,428	184,542	223,546	250,519
I	69,936	78,472		90,309		102,384	123,900	134,583	159,629	187,133	226,698	254,057
J	70,559	79,174		91,123		103,312	125,032	135,814	161,097	188,860	228,799	256,416
K	71,180	79,877		91,937		104,240	126,163	137,046	162,567	190,588	230,899	258,776
L	71,491	80,228		92,345		104,704	126,729	137,662	163,301	191,452	231,950	259,955
M	71,802	80,580		92,752		105,168	127,294	138,278	164,034	192,316	233,000	261,134
N	72,113	80,930		93,158		105,633	127,859	138,894	164,768	193,180	234,051	262,314
O	72,424	81,282		93,565		106,096	128,424	139,510	165,502	194,044	235,101	263,495

**Pay bands effective 1 December 2023**

1-Dec-23												
	B13	B14	GB15	B15	GB16	B16	B17	B18	B19	B20	B21	B22
A	61,984	69,248	71,212	79,598	80,600	90,160	108,976	118,318	140,222	164,276	198,483	221,713
B	63,538	71,057	73,309	81,695	82,989	92,550	111,889	121,491	144,003	168,724	203,735	227,610
C	65,093	72,865	75,406	83,793	85,380	94,939	114,801	124,663	147,783	173,173	208,987	233,508
D	66,648	74,675	77,502	85,890	87,769	97,330	117,714	127,834	151,565	177,621	214,240	239,406
E	<b>68,203</b>	<b>76,484</b>	-	<b>87,986</b>	-	<b>99,719</b>	<b>120,626</b>	<b>131,007</b>	<b>155,345</b>	<b>182,070</b>	<b>219,492</b>	<b>245,303</b>
F	69,150	77,569	-	89,243	-	101,154	122,374	132,910	157,613	184,740	222,643	248,842
G	70,112	78,655	-	90,502	-	102,588	124,122	134,814	159,882	187,350	225,795	252,380
H	71,073	79,741	-	91,760	-	104,022	125,870	136,717	162,151	189,942	228,946	255,919
I	72,034	80,826	-	93,018	-	105,456	127,617	138,620	164,418	192,533	232,098	259,457
J	72,676	81,549	-	93,857	-	106,411	128,783	139,888	165,930	194,260	234,199	261,816
K	73,315	82,273	-	94,695	-	107,367	129,948	141,157	167,444	195,988	236,299	264,176
L	73,636	82,635	-	95,115	-	107,845	130,531	141,792	168,200	196,852	237,350	265,355
M	73,956	82,997	-	95,535	-	108,323	131,113	142,426	168,955	197,716	238,400	266,534
N	74,276	83,358	-	95,953	-	108,802	131,695	143,061	169,711	198,580	239,451	267,714
O	74,597	83,720	-	96,372	-	109,279	132,277	143,695	170,467	199,444	240,501	268,895

# **Hōtaka Tuarua: Tono kia hoki ki te mahi, kia tū-tātari me te whakatika mamao**

## **Schedule Two: Call Back, Call-in, Stand-by and Remote Fix**

### **Call Back**

A PSA member shall be paid for a minimum of three hours, at the appropriate rate, where they:

- (a) Are called back to work after
  - i. completing that day's work and
  - ii. have left the workplace;

Or

- (b) Are called back before their ordinary hours' time of starting work and do not continue working until their normal starting time,

Except that:

- (c) Call backs commencing and finishing within the minimum period covered by an earlier call back shall not be paid for;

- (d) Where a call back commences before and continues beyond the end of a minimum period for a previous call back, payment shall be made as if the employee had worked continuously from the beginning of the previous call back to the end of the later call back. PSA members who are called back shall receive reimbursement for the use of a Private motor vehicle as per clause 14.3.

### **Stand-by**

Definition: When the Secretary for the Environment has directed the PSA member to be available for duty outside their ordinary hours, standby allowance will be payable. The employee must be available to come into work at immediate notice and provide a good service. Personal circumstances of employees will be considered by the employer when assigning standby duties.

A PSA member who is instructed by their manager to be on standby shall be paid a standby allowance at the following rate for a 24 hour period, 7 days a week including public holidays: \$125 per week or \$45 per day.

### **Call-in**

Definition. When a PSA member who is receiving the Stand by Allowance is called in to perform his/her duties. When called in they shall receive a payment minimum of three hours for each call in, plus travel reimbursement.

### **Remote Fix**

When a PSA member who is on standby is contacted to fix a problem, but is not required to travel to the workplace, then the minimum rate of payment shall be one hour of overtime, in addition to standby allowance. If a second or subsequent fix is required within the hour a further payment will only be made if total time involved is more than one hour. If the work is performed on a public holiday that would otherwise have been a normal working day for the employee, an alternative holiday will be provided in accordance with the Holidays Act 2003