

**Ministry for Primary Industries**

**NUPE**

**Collective Agreement**

**July 2019**



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## INTRODUCTION

Recognising the level of commitment required from all employees in achieving the long term goals of the Ministry, MPI strives to provide a working environment that attracts, engages and retains good staff. We will operate an overall people capability strategy that supports a highly skilled and motivated workforce, emphasising:

- a) Using the skills our people have and developing new skills
- b) Being flexible and adaptable to opportunities for continuous improvement
- c) Developing solutions at an appropriate level through empowerment
- d) The spirit of integrity and public service

## GENERAL PRINCIPLES

A "good employer" is an employer who operates a personnel policy containing provisions generally accepted as necessary for the fair and proper treatment of employees in all aspects of their employment, including provisions requiring:

- a) Good and safe working conditions; and
- b) An equal employment opportunities programme; and
- c) The impartial selection of suitably qualified persons for appointment; and
- d) Recognition of:
  - i) The aims and aspirations of Maori; and
  - ii) The employment requirements of Maori and
  - iii) The need for greater involvement of Maori in the Public Service; and
- e) Opportunities for the enhancement of the abilities of individual employees; and
- f) Recognition of the aims and aspirations, and the cultural differences, of ethnic or minority groups; and
- g) Recognition of the employment requirements of women; and
- h) Recognition of the employment requirements of persons with disabilities. In addition to the requirements, specified in subsections (1) and (2) of this section, the parties to this agreement shall ensure that all employees maintain proper standards of integrity, conduct, and concern for the public interest.

In addition to the requirements specified, all employees should maintain proper standards of integrity, conduct, and concern for the public interest.

# **SECTION 1: GENERAL INFORMATION**

## **1. Parties**

The parties to this Agreement are:

- The Director-General of the Ministry for Primary Industries (MPI)
- The National Union of Public Employees (NUPE)

### **1.1. Coverage**

This Agreement covers Compliance Services employees whose roles are covered by the NUPE pay scale and Fisheries Compliance Level 6 Manager of the Ministry for Primary Industries who are members of NUPE. In addition this document will cover those employees named in Schedule A.

Where there is any doubt over the coverage of this Agreement, the matter will be discussed and agreed between MPI and NUPE.

Any agreed amendments to this coverage clause will be made by way of variation.

### **1.2. Application of this Agreement**

For those employees who become covered by this Agreement and who were previously on an individual agreement or contract of employment, or individual agreement based on a previous expired collective contract, this agreement constitutes the full and entire employment agreement with MPI and supersedes all previous contracts and/or agreements.

### **1.3. Variation of the Agreement**

MPI and NUPE may agree to vary the agreement during the term. NUPE agreement will be through the standard NUPE ratification procedure by the members directly affected by the change.

### **1.4. Term of Agreement**

This Agreement shall come into force on 1 July 2019 and expire on 30 June 2021.

### **1.5. Access to Agreement**

This agreement shall be made available to all those employees who are covered by it.

### **1.6. Savings Clause**

Unless specifically agreed in writing, the provisions of this Collective Agreement will not be interpreted to reduce the conditions of employment otherwise prevailing.

## 1.7. Definitions

"Commission"	State Services Commission
"NUPE"	National Union of Public Employees
"Employee"	Means a person employed on a full-time or part-time basis
"MPI"	The Ministry for Primary Industries
"MFish"	The Ministry of Fisheries recognised prior to 1 July 2011
"MAF"	The Ministry of Agriculture and Fisheries recognised prior to 1 July 1995
"Day"	Means the period from midnight to the next succeeding midnight
"Week"	Means the number of days an employee usually works each Monday to Sunday inclusive.
"Duty"	Means the period of continuous ( <i>that is, broken only by rest and meal breaks</i> ) work/duty, even if that spans midnight.
"Manager"	Means the employee in charge of each Section or Group of other employees, at any work location
"Last Day of Duty"	Means the last day actually worked before an employee proceeds on leave, resigns, retires, etc. i.e. the final day the employee comes to work
"Last Day of Employment"	Means the last day of notice by either party, which could be later than the last period of duty. An employee will be paid up to (and in some cases beyond) this date, depending on their entitlements.

"Previous Service": The Director-General will recognise:

- Any previous permanent or temporary service (full or part-time) with the Ministry of Agriculture and Fisheries, MFish and MPI; and
- Previous permanent or temporary service (full or part-time) with those organisations listed in Schedule 1 of the State Sector Act 1988, at the date that crediting of previous service is applied for. Service must be of at least 12 months' duration and have ended within five years of the date of the current appointment to MPI.

Except that where the period of previous service ended with the person accepting severance or enhanced early retirement under any restructuring/surplus provisions, options (i) and (ii) will not apply.

Provided that all resigning leave, retiring leave, marriage leave and "release leave" granted to Regular NZ Armed Forces personnel, paid in respect of any period of previous service, is to be deducted from retiring and cessation leave.

The Director-General may recognise other relevant service at their discretion.

## **SECTION 2: TERMS OF EMPLOYMENT**

### **2. Categories of Employment**

All persons covered by this agreement will be engaged as permanent or fixed-term, full-time or part-time employees.

Fixed-term employees will be advised in writing of the work to be undertaken and the duration of the period of employment. If relieving for an employee on parental leave the fixed-term employee will be advised that the period of employment is dependent on notification of the date of return of the employee on parental leave.

#### **2.1. Conflict Of Interest**

There is considerable common law and case law dealing with the rights and obligations of employees and employers in "conflict of interest" situations (including secondary employment). These are outlined in the State Services Standards of Integrity and Conduct and MPI policy, which is readily available to staff.

#### **2.2. Notice of Termination**

Excluding the case of a redundancy situation when the provisions of Clause 8.2 will apply, notice of termination shall be as follows:

Permanent employees - either party may terminate the employment relationship by giving one month's written notice of termination to the other party. This period may be varied by mutual agreement between the employee and the manager with the appropriate delegated authority.

Fixed-term employees - one week's written notice of termination of employment shall be given by either the employee or the employer. This period may be varied by mutual agreement between the employee and the manager with the appropriate delegated authority.

In the event of abandonment of employment the employee will be deemed to have terminated their employment without notice.

Nothing in this provision shall prevent the termination of an employee's employment without notice in the case of serious misconduct.

MPI may upon termination make a deduction from the employee's final pay for any monies owed by the employee.

Upon termination the employee will return all property and information held by them to their manager.

The employee will follow the existing guidelines outlined in the Exit procedure document available on the Ministry's Intranet.



## SECTION 3: HOURS OF WORK

Note that these Hours of Work provisions only apply to employees who are employed as warranted officers in the Compliance Directorate. The Hours of Work provisions for the “named” employees are outlined in Schedule 2.

### 3. Hours of Work

For Fisheries Compliance NUPE pay scale staff: the standard hours of work are an average of 8 hours per day and 40 hours per week worked between Monday to the Sunday predominantly during daytime hours.

For Level 6 managers: an average of 8 hours per day and 40 hours per week, worked between Monday to Friday inclusive, between 7am and 6pm.

MPI encourages flexible working to manage actual work hours. Employees will, wherever practicable, be granted the opportunity of working flexibly. You will be able to flex your hours into future weeks, meaning you can work more hours one week and less another if required. If you are unable to flex your hours within four weeks or you could not for see when that TOIL would be taken, then a formal claim form should be completed to hold this TOIL as a formal balance.

Unlike working flexibly for operational requirements, an employee working an agreed flexible working arrangement (FWA) may not be entitled to penal payments to which they would otherwise be entitled. Individual cases that allow for penal payments linked to flexible working may be approved by a Director.

#### 3.1. Additional Hours for Operational Purposes

From time to time additional hours above 40 per week may be required, and are by agreement. Additional hours may be required for an Operation or a Declared Response.

Outside of a usual working day, where the employee is required to work from where they are, this time will be treated as part of their normal time, and may cross over their standard hours into additional hours. Time will be counted in blocks of 15 minutes, where work cannot be directed to someone else or held until the next working day.

Any additional hours in excess of 40 hours per week, and any hours worked on weekends, statutory holidays, between the hours of 2000 hours on any day and 0600 hours the following day for operational purposes shall be by prior agreement between the employee and their immediate manager.

*N.B. The intention of this section is not to give the right to an employee to refuse to work any such hours, but to provide them with protection from excessive work within such hours. Employees will be expected to work such hours, as the demands of the job dictate, however the Ministry gives an undertaking that employees will not be exposed to unnecessarily excessive work within such hours.*

For employees covered by the NUPE Pay Scale additional hours attract TOIL at the appropriate rate (T1 or T1.25 or T1.5). For other employees TOIL is available at the rate of T1.

### **3.2. Payment for Penal Hours**

For Fisheries Compliance NUPE pay scale staff: Night penal rates are available for employees covered by the NUPE Pay Scale directed to work nights (8pm-6am). All penal hours will be paid at an additional T0.25

For Level 6: P0.9 additional per event for working weekends (midnight Friday to midnight Sunday), excluding public holidays.

### **3.3. Using TOIL**

Wherever possible employees are expected to manage additional hours as part of flexible work hours. Where management of additional hours using flexible work hours is not possible, time off in lieu will be accrued and will not expire. It will be taken at a time mutually agreed between the employee and their manager. However, if time off in lieu cannot be managed by a business unit, the employee and their manager may agree for it to instead be paid out at the applicable rate. TOIL balances will not usually be paid out where an employee leaves MPI.

### **3.4. Work in Excess of 12 Continuous Hours**

In normal circumstances, no employee will be expected to work more than 12 continuous hours within any one 24 hour period.

However it is accepted that in certain special circumstances (such as when stationed in an observation post), it may be necessary for employees to work in excess of 12 continuous hours. Any work in excess of 12 continuous hours within any one 24 hour period, shall be by agreement between the employee and their manager and compensated for by TOIL at the rate of T1.5 for each hour worked, in excess of the 12 hours.

### **3.5. Breaks between Periods of Duty**

Employees shall be required to have a minimum of at least nine continuous hours break between any two periods of qualifying duty. If the employee is not provided with this minimum break between any two periods of qualifying duty, the duty will be regarded as continuous until a nine hour break is provided.

Employees on the NUPE Pay Scale will receive TOIL at the rate of T1.5 for the entire period of duty. Level 6 shall receive TOIL at the rate of T1.

### **3.6. Cancellation of Shifts**

As per s67G of the Employment Relations Act 2000, if an employee's "shift" is cancelled by MPI and MPI gives the employee less than 12 hours' notice, the employee will receive what they would have earned for working that shift.

### 3.7. Meal and Rest Breaks

MPI will provide employees with a reasonable opportunity, during the employee's work period, for rest, refreshment, and attention to personal matters. MPI will meet the requirements of the ERA 2000 clauses regarding meal breaks, summarised below. The breaks are all uninterrupted. NB: For the purpose of this clause/table alone "work period" includes all paid and unpaid breaks as specified above.

<b>Length of employee's work period</b>	<b>Minimum number of rest and/or meal breaks</b>	<b>If the employer and employee cannot agree to the timing of breaks, an employer must provide breaks at the following times, so far as is reasonable and practicable.</b>
<b>2.00 - 4.00 hours</b>	1 x 10 minute paid rest break	In the middle of the work period
<b>4.01 - 6.00 hours</b>	1 x 10 minute paid rest break	One-third of the way through the work period
	1 x 30 minute unpaid meal break	Two-thirds of the way through the work period
<b>6.01 - 10.00 hours</b>	1 x 10 minute paid rest break	Halfway between the start of work and the meal break
	1 x 30 minute unpaid meal break	In the middle of the work period
	1 x 10 minute paid rest break	Halfway between the meal break and the finish of the work period
<b>10.01 – 12 hours</b>	1 x 10 minute paid rest break	Halfway between the start of work and the meal break
	1 x 30 minute unpaid meal break	In the middle of the first 8 hours of work
	1 x 10 minute paid rest break	Halfway between the meal break and the end of the first 8 hours of work
	1 x 10 minute paid rest break	Halfway between the end of the first 8 hours of work and the end of the work period
<b>12.01 to 14 hours</b>	1 x 10 minute paid rest break	Halfway between the start of work and the first meal break
	First 30 minute unpaid meal break	In the middle of the first 8 hours of work
	1 x 10 minute paid rest break	Halfway between the meal break and the end of the first 8 hours of work
	1 x 10 minute paid rest break	One third of the way between the end of the first 8 hours of work and the end of the work period
	Second 30 minute unpaid meal break	Two thirds of the way between the end of the first 8 hours of work and the end of the work period
<b>14.01 to 16 hours</b>	1 x 10 minute paid rest break	Halfway between the start of work and the first meal break
	First 30 minute unpaid meal break	In the middle of the first 8 hours of work
	1 x 10 minute paid rest break	Halfway between the first meal break and the end of the first 8 hours of work
	1 x 10 minute paid rest break	Halfway between the end of the first 8 hours and the second meal break
	Second 30 minute unpaid meal break	Halfway between the end of the first 8 hours and the end of work
	1 x 10 minute paid rest break	Halfway between the second meal break and the end of work

- i) Employees shall not normally be required to work for more than five hours continuously without being relieved from duty for an unpaid meal break for a period of not less than half an hour nor more than one hour.
- ii) Where this is not possible due to the nature of the work, provision shall be made for partaking of a meal, if possible while continuing on duty and working time shall count as continuous.

### **3.8. Specialist Surveillance Duty**

Employees deployed on Specialist Surveillance duties by the Officer in Charge of the Specialist Surveillance team will be entitled to:

- Travel Allowance as per Schedule 2 Clause 4;
- Two days TOIL for each five to seven day deployment; and
- Ration packs.

Unused ration packs need to be returned after completion of the deployment.

Employees supporting a Specialist Surveillance Operation will continue to be covered under the other provisions of this employment agreement.

## **SECTION 4: HOLIDAYS AND LEAVE PROVISIONS**

Nothing in these provisions limits rights or obligations under the Holidays Act 2003. These entitlements are inclusive of, and not in addition to the provisions of the Holidays Act 2003.

### **4. Service Recognition**

Leave for which continuous service is recognised is annual, long service, sick and care for dependents and parental leave.

For the purposes of recognising service the employee 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.

#### **4.1. Public Holidays**

The following days shall be observed as Public Holidays:

- Christmas Day
- Boxing Day
- New Year's Day
- The day after New Year's Day
- Waitangi Day
- Good Friday
- Easter Monday
- ANZAC Day
- Sovereign's Birthday
- Labour Day
- Anniversary Day (as observed in the workplace concerned)

Provided that in the case of a part-time employee Public Holidays will be granted only where the Public Holiday concerned is a day normally worked by that employee.

Every employee will be entitled to a full day off for working on a Public Holiday.

#### **4.2. MPI Holidays**

The Director-General shall prescribe three week-days each year as MPI holidays, not being Public holidays, Saturday or Sunday. These week-days will usually be between Christmas and New Year's Day. Where any or all cannot be taken because an individual is required to work or be on-call the individual's next leave will be taken as their MPI holiday(s). These cannot be carried over beyond the next entitlement of MPI holidays.

In the case of a part-time employee MPI holidays will be granted only where the day concerned is a day normally worked by that employee.

Every employee shall be entitled to time off for working on a MPI Holiday.

### **4.3. Holidays Falling During Leave or Time Off**

#### **Leave On Pay**

Where a Public or MPI holiday falls during a period of annual leave, sick leave on pay or special leave on pay an employee is entitled to that holiday which is not to be debited against such leave. This provision does not apply to a holiday falling during annual leave after the employee has ceased work prior to leaving MPI, unless the employee has worked at any time during the fortnight ending on the day on which the holiday is observed.

#### **Leave Without Pay (including Military Leave without pay)**

An employee shall not be entitled to payment for a Public or MPI holiday falling during a period of leave without pay, unless the employee has worked at any time during the fortnight ending on the day the holiday is observed.

#### **Leave on Reduced Pay**

An employee shall be paid at the reduced rate for a holiday falling during a period of leave on reduced pay.

### **4.4. Payment for Working on a Public or MPI Holiday**

Payment for all hours worked on a Public or MPI holiday will be additional T1.

### **4.5. Annual Leave**

An employee, in addition to an annual entitlement of three MPI holidays, shall be granted annual leave as follows:

Employees who were engaged and members of NUPE at 26 August 2008	4.4 weeks
Employees who were engaged after 26 August 2008 with less than 5 years of continuous qualifying service	4 weeks
Employees who were engaged after 26 August 2008 who have completed 6 years of continuous qualifying service	4.4 weeks

#### **4.5.1.**

Annual leave shall be managed in accordance with MPI Annual Leave Policy.

#### **4.5.2.**

The timing of annual leave will be decided by agreement, taking into account work requirements and the employee's personal preferences. Where no agreement can be reached, the Director-General may direct an employee to take annual leave, taking the employee's wishes in the matter into account as far as practicable.

The Ministry may require employees to take the days between Christmas and New Year's Day as leave ('MPI holidays') and annual leave days during an office closure period.

#### **4.5.3.**

Part-time employees may take annual leave on days that they would work in their usual working week. Part-time employees will receive the same annual leave entitlement as full-time employees but will be paid for such leave at a pro-rata rate.

#### **4.5.4.**

Except as specifically provided by the Director-General employees who in any one year have in excess of 35 days (including Saturday/Sunday) leave without pay for whatever reason (except for parental leave, military training, bursary study overseas, accident or sick leave without pay, or part time study) will have their annual leave entitlement for the next year reduced proportionately.

#### **4.5.5.**

Periods of illness or injury during annual leave can be re-credited to the employee's annual leave entitlement by agreement between MPI and the employee.

#### **4.5.6.**

Continuous service is recognised for the calculation of annual leave entitlement.

#### **4.5.7.**

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

### **4.6. Anticipation of Annual Leave**

An employee may be permitted to anticipate up to half the annual leave entitlement due, subject to refund on resignation if necessary. An employee in their first year of service may be granted anticipated annual leave proportionate to their length of service. An employee with over 20 years' continuous service may anticipate one year's annual leave entitlement for the purpose of taking an overseas trip.

### **4.7. Annual Leave Balances**

At any one time employees normally should not have a balance more than two weeks entitlement above their annual leave entitlement. In the event of an employee holding more than this amount, a leave plan will be developed by the employee and their manager to manage the leave balance down.

### **4.8. Banking Annual Leave/Salary Sacrifice to Purchase Additional Annual Leave**

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

Banking leave means on application to MPI and by agreement with the authorised manager, an employee may forego a defined proportion of leave to bank it for use towards an extended period of leave for the purposes of study or travel.

Salary sacrifice means on application to MPI and by agreement with the authorised manager, an employee may agree to purchase additional annual leave in one-week blocks - up to a maximum of two additional weeks - through foregoing an equivalent proportion of salary to offset the value of the week's annual leave. This may affect retiring provisions.

## **4.9. Parental Leave**

Parental Leave is leave without pay. Application for parental leave is to be made in writing, accompanied by relevant documentation. Employees are entitled to the provisions of the Parental Leave and Employment Protection Act, including potentially government paid parental leave.

### **4.9.1. Entitlement and Eligibility**

a) Parental Leave:

- i) Every employee who becomes pregnant shall be entitled to parental leave as per the Parental Leave and Employment Protection Act;
- ii) Every employee who is the partner of a pregnant woman and who assumes or intends to assume the care of the child of the pregnancy shall be entitled to parental leave.

The entitlement to parental leave is:

- i) In respect of every child born to them or their partner;
  - ii) In respect of every child up to and including 5 years of age, adopted by them or their partner;
- b) Leave up to 52 weeks may be granted to employees with at least one year's service as at the expected date of delivery of the child. For those with less than one year's service, parental leave up to 26 weeks may be granted. The maximum period of parental leave may be taken by either the employee exclusively or it may be shared between the employee and their partner either concurrently or consecutively. This applies whether or not only one or both partners are employed in MPI.
- c) Where two or more children are born or adopted at the same time, then for the purposes of these provisions the employee's entitlement shall be the same as if only one child had been born or adopted.
- d) Employees intending to take parental leave are required to give at least one month's notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner certifying the expected date of delivery.
- e) An employee absent on parental leave is required to give at least one month's notice of their intention to return to duty.



#### **4.9.2.**

- a) A female employee may commence "maternity" leave either on the day of confinement or adoption, or up to six weeks before the expected date of delivery or adoption.
- b) Maternity leave may begin earlier than six weeks before the expected date of delivery in accordance with a medical practitioner's certificate which specified the date on which, in the medical practitioner's opinion, the female employee should begin her maternity leave.

No leave taken prior to six weeks before expected date of delivery shall be counted as part of the entitlement under 4.9.1(b).

- c) An employee who is pregnant is entitled before taking maternity leave, to take a total of up to 10 days special leave without pay for reasons connected with her pregnancy.

No period of this special leave shall be counted as part of the entitlement under 4.9.1(b).

- d) An employee who is the partner of a woman giving birth or adopting a child may take a continuous 14-day period on leave without pay. Leave may be taken anytime during the six week span beginning 21 days before the expected date of delivery or adoption and ending 21 days after the date of delivery or adoption. If an employee has sufficient paid sick leave they may elect to debit this entitlement by up to 5 days to care for their partner or dependants during a period of parental leave.

Any period of parental leave is not counted as part of the total leave period available under 4.9.1(b).

#### **4.9.3. Job Protection**

- a) An employee returning from parental leave is entitled to resume work in the same position or in a similar position to the one she/he occupied at the time of commencing parental leave.

A similar position means a position:

- At the equivalent salary; and
- In the same location or other location in reasonable commuting distance; and
- Involving responsibilities broadly comparable to those exercised in their previous position.

- b) When an employee goes on parental leave the Ministry must as first preference, hold the employee's position open and fill it temporarily.
- c) If MPI is unable to keep the employee's position open because a temporary replacement is not reasonably practicable due to the key position occupied within the Ministry by the employee, then, at the time the employee indicates their

intention to return to duty, the Ministry shall provide a written offer of one of the following (in order of priority):

(Note: for the purposes of 4.9.3 (c) a "key position" is one defined as per Section 41(2) of the Parental Leave and Employment Protection Act 1987.)

- i) The same position if it is vacant at that time or a similar position to the one they occupied before commencing parental leave; or
- ii) If this is not possible the Director-General may approve one of the following options:
  - A) An extension of parental leave up to 12 months until the employee's previous position or a similar position becomes available; or
  - B) An offer to the employee of a similar position in another location if one is available with transfer assistance applying; if the offer is refused the employee continues on extended parental leave as provided in A) for up to 12 months; or
  - C) The appointment of the employee to a different position in the same location (a position of a lower remuneration level or one involving different duties i.e. not a similar position as defined above); if the appointment is not acceptable to the employee the employee continues on extended parental leave as provided in A) for up to 12 months; or
  - D) Where extended parental leave as provided in A) expires and no position is available for the employee, the employee continues on leave without pay and the Ministry may terminate employment with three months' notice providing that an employee whose services are terminated under this provision shall be entitled to be paid the ex gratia payment equivalent to 30 working day's leave that she/he could have earned if she/he had had the opportunity to return to work after parental leave.

#### **4.9.4. Surplus Staffing Situation**

When a surplus staffing situation involves a person who is on parental leave, then the same Restructuring and Redundancy Provisions that would apply to other staff members who are part of the same surplus staffing situation, will apply.

Any employee on parental leave must be notified if their position is to be disestablished as a result of a surplus staffing situation.

Employees returning from parental leave who seek to work reduced hours should be advised of their rights under the restructuring provisions before commencing those hours of work.

#### **4.9.5. Ex Gratia Payment**

- a) Where an employee, who is entitled to parental leave of up to 12 months, returns to duty before or at the expiration of the leave and completes a further three months service, they qualify for a payment equivalent to six weeks leave

on pay, i.e. at the rate applying for the six weeks immediately following their ceasing duty.

Provided that, if both partners are employed in the Public Service and are eligible for the payment, then they are entitled to one and only one payment, and they may choose (after they have qualified) who will receive it.

And further provided that, where any employee makes any such claim, they will have been the primary care giver to the child for the period for which they were on parental leave (i.e. their partner will have returned to paid employment and/or was incapacitated through illness/injury so as to have been unable to provide the primary care. Any such illness/injury must be verified by a medical certificate from a registered medical practitioner).

Any adjustments to the salary scale that are backdated into the period covered will apply.

- b) Subject to the provisions in paragraph (a) above, an employee who is absent on parental leave for less than six weeks will receive that proportion of the payment that their absence represents in working days.
- c) Any payment is to be based on the percentage rate of employment prior to absence on parental leave. However, an employee who works less than full normal hours for a short period only, prior to going on parental leave, may have their case for full payment considered by the Director-General.
- d) An employee shall not be eligible for parental leave payment if their partner has received a payment from another State Sector employer.

However, an employee will receive a payment if eligible regardless of any payment that may have been made to their partner by a Private Sector employer.

#### **4.9.6. Re-Employment after Absence due to Childcare**

An employee who resigns from MPI to care for pre-school children may apply to re-enter the Ministry under preferential provisions provided that:

- a) The absence does not exceed four years from the date of resignation or, five years from the date of cessation of duties to take up parental leave.
- b) The applicant must:
  - i) Produce a birth certificate for the pre-school child;
  - ii) An applicant seeking to return to MPI should give at least three months' notice and renew that notice at least one month before the date they /he wish to return to work or one month before the expiry of the period in 4.9.6.a) above, whichever is the earlier.

Where the applicant meets all the provisions of Clause 4.9.6 above and, at the time of application:

- a) Has the necessary skills to fill competently, a vacancy which is available in MPI; and

- b) The position is substantially the same in character and at the same or lower maximum remuneration level as the position previously held, then the applicant under these provisions is to be treated as if they are an internal applicant for the position.

#### **4.9.7.**

Absence for childcare reasons will interrupt service but not break it. The period of absence will not count as service for the purposes of sick leave or annual leave or any other leave entitlement. This provision applies equally to all staff regardless of when the absence for childcare occurred.

#### **4.9.8.**

There shall be no right of review against the appointment of an applicant under these provisions unless the applicant is appointed to a position at a higher maximum remuneration level than that held at the time of resigning.

#### **4.9.9.**

If an applicant under these provisions is not appointed to any position within three months after the expiry of the period in Clause 4.9.6.a) the benefits of these provisions will lapse.

### **4.10. Leave With or Without Pay**

#### **4.10.1.**

An employee may apply for leave without pay and MPI will make reasonable efforts to accommodate such requests. Each application will be considered according to its merits with a decision made taking account of the circumstances of the individual as made known to the employer and the operational needs of the employer.

The matters that MPI will take into account when exercising discretion are, for example:

- accompanying a partner on an overseas posting;
- the impact of the proposed leave without pay on the work of the organisation and on the workload of others;
- equity considerations;
- the net cost to MPI for the period of leave without pay.

#### **4.10.2.**

Employees who have a prior entitlement to Transfer Housing Subsidies and who take leave without pay shall, unless the Director-General agrees otherwise, have their entitlement to a loan subsidy suspended, provided that an employee taking parental leave shall continue to receive the subsidy for up to 12 months.

#### **4.10.2.**

Approved leave without pay for periods in excess of one month will be regarded as extended discretionary leave. For extended discretionary leave without pay of more than one month and up to three months, the position will be held open and service will be interrupted but not broken.

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

#### **4.11. Sick Leave**

The Director-General shall grant:

- a) Sick leave on pay up to the employee's entitlement as set out below; and then
- b) sick leave without pay on production of a medical certificate

based on the employee's length of service, including recognised previous service. Continuous service, as specified at 4.1, is recognised for the calculation of sick leave entitlement less sick leave taken in the recognised service period.

#### **4.12. Sick Leave Entitlement (including recognised previous service)**

Employees will be entitled to 10 days paid sick leave for each year of employment, for the first two years and 12 days for each year thereafter, up to an accrual of 260 days.

Current employees as at 1 May 2013 who are entitled to an annual accrual of 15 days will continue to accrue at this rate.

No current employee as at 1 May 2013 will experience a reduction in current annual entitlement and will remain entitled to all existing accrued sick leave. Where existing accrued sick leave exceeds 260 days, no further annual accrual will occur until the employee's accrued entitlement falls below 260 days.

##### **4.12.1.**

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

##### **4.12.2.**

Sick leave entitlement will be pro-rated for part-time employees.

##### **4.12.3.**

Sick leave is to be computed in working days. No deduction will be made for absences of less than two hours.

##### **4.12.4.**

The Director-General may decide that sick leave on pay of any special nature shall not be included in the aggregate of sick leave taken; but such leave is to be noted on the employee's leave record.

##### **4.12.5.**

Where absence on sick leave, whether with or without pay, extends beyond five consecutive days, employees must produce to their manager a medical certificate stating the probable period of absence.

**4.12.6.**

Where an employee absent on sick leave is suspected of being absent from duty without sufficient cause, the employee may be directed to submit to a medical examination by a registered medical practitioner. The Director-General may issue the direction for the examination, nominate the medical officer and if warranted, approve, a refund of expenses incurred by an employee in complying with this provision.

**4.12.7.**

When sickness occurs during annual or long service leave, the Director-General may permit the period of sickness to be debited against sick leave entitlement except where the sickness occurs during leave following termination of employment.

**4.12.8.**

The Director-General may permit employees to anticipate their next sick leave entitlement on any basis that they consider appropriate.

**4.12.9.**

Employees who have been discharged from the Armed Forces, may be granted war disability leave at the discretion of the Director-General as sick leave on pay to the extent of the employee's sick leave entitlement, and as provided by clause 4.4 above.

**4.13. Care for Dependents**

Employees may be granted leave on pay to a maximum of 10 days per year as a charge against sick leave entitlement in situations where a person who depends on the employee for care is sick or injured. The maximum level of days off may be increased at the Manager's discretion according to the circumstances.

**4.14. Long Service Leave**

Employees are entitled to paid long service leave as follows.

**Entitlement**

- i) Upon completion of 10 years of continuous qualifying service 2 weeks
- ii) Every 5 years' continuous service in MPI thereafter: One week

Long service leave may be taken in blocks of one or two weeks. Long service leave must be taken prior to the next entitlement falling due, unless there is written agreement to carry over the leave entitlement.

The entitlement to long service leave for employees who were engaged prior to 1 May 2013 is set out in the Schedule 2 to this Agreement - Grandparented Conditions.

**Conditions of Use**

Long service leave available under (i) to (iii) may be taken upon the entitlement arising.

**4.15.1. General Conditions Applying to Long Service Leave**

An entitlement to long service leave must be taken within 5 years of it becoming due. Part-time employees are entitled to the full period of long service leave but will be paid on a pro rata basis for the duration of the leave.

Payment during long service leave will be at the ordinary pay rate applying to the employee immediately before the leave is taken.

Continuous service, as specified at 4.1, is recognised for the calculation of long service leave entitlement less long service leave taken in the recognised service period.

Where an employee retires qualifying service for long service leave shall cease on the last day of employment notwithstanding the employee may elect to receive payment for retiring leave in fortnightly instalments.

An employee who resigns or who has given notice of resignation, or who is dismissed, will forfeit any untaken long service leave to which he/she may be entitled.

#### **4.15. Leave for Military Training**

Employees will notify their managers as soon as possible but give at least 14 days' notice before undertaking such training or service.

For one or more period of whole-time service or training, a total of up to three months leave a year will be granted for initial training, then up to three months a year thereafter. For one or more periods of part-time service or training, a total of up to four weeks leave will be granted per year. For the purposes of this clause, a year runs from 1 July in one year to 30 June in the following year. Employees will refund to MPI the lesser amount of either salary or military pay.

#### **4.16. Bereavement/Tangihanga Leave**

##### **4.16.1.**

An employee shall be granted bereavement leave on full pay to discharge their obligations and/or to pay their respects to a deceased person with whom they have had a close association. 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).

##### **4.16.2.**

In granting time off the controlling officer must administer these provisions in a culturally sensitive manner taking into account:

- a) The closeness of the association between the employee and the deceased (Note: This association need not be a blood relationship);
- b) Whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death;
- c) The amount of time needed to discharge properly any responsibilities or obligations;
- d) Reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel;
- e) A decision must be made as quickly as possible so that the employee is given maximum time possible to make any arrangements necessary. In most cases the necessary approval will be given immediately, but may be given retrospectively where necessary;
- f) If paid special leave is not appropriate then annual leave or leave without pay should be granted.

#### **4.16.3.**

If a bereavement occurs while an employee is on leave on pay such as annual leave, sick leave on pay, long service leave (except where this is taken on termination of duty), then such leave may be interrupted and bereavement leave granted.

### **4.17. Special Leave**

An employee may be granted paid leave for the purposes of the following:

- Court/Jury Service Witness Leave
- Leave to attend meetings of boards, councils and committees
- Leave for Outward Bound courses (The payment of fees in full shall be granted to approved employees)
- Leave to attend conferences and conventions
- Leave for Civil Defence, Search and Rescue operations and Fire Fighting
- Leave for First Aid training

#### **4.17.1.**

Any leave under this provision is by mutual agreement, between an employee and their Manager.

#### **4.17.2.**

An employee taking paid leave for Jury Service will refund the lesser amount of either salary or payment in respect of salary from the Jury service to MPI. Reimbursement payments for legitimate expenses may be retained by the employee.

### **4.18. Transfer Leave**

#### **4.18.1.**

An employee with a family who is on transfer at MPI expense, and in receipt of accommodation assistance at the new location, may be granted permission by the Director-General to visit the employee's family at MPI expense.

#### **4.18.2.**

An employee with a family, who is on transfer at MPI expense, and is in receipt of accommodation assistance at the new location, may be granted paid leave to assist with the transfer of family and effects. Such leave may be granted to cover actual travelling time plus two days.

### **4.19. Accident Leave**

Accident leave is granted pursuant to the Accident Insurance Act 1998.

### **4.20. ERE Leave**

Sections 73 and 74 of the Employment Relations Act 2000 set out the minimum union entitlement to the allocation of employment relations education leave (EREL). The Act provides for an amount of EREL based on union membership. The parties may agree any additional days over and above the minimum.



## **4.21. Domestic Violence**

In the event that an employee is affected by domestic violence (as defined in section 3 of the Domestic Violence Act 1995), the employee or a representative of the employee may at any time make a written request to temporarily change their working arrangements for a period of up to two months, for the purposes of dealing with the effects of domestic violence (this applies even if the domestic violence occurred before the person became an employee). This may include flexible working measures like changes to pattern of working hours, or health and safety measures like changes to work telephone number or email address.

All personal information concerning domestic violence will be kept confidential (except where disclosure is required by law or permitted under the Privacy Act 1993) and will not be kept on the employee's personnel file without their agreement.

The Employer agrees that any written request for changes to the employees working arrangements will be considered as soon as possible and the employee will be notified of the outcome within 10 days from the date of the request being made.

Proof of domestic violence may be requested by the Employer within 3 days of receiving the written request from the employee. Such proof of domestic violence can be in the form of a document from the police, a health professional or a family violence support service.

Nothing in this clause derogates from the requirements of Part 6AB of the Employment Relations Act 2000

### **4.21.1. Domestic Violence Leave**

After 6 months current continuous employment an employee is entitled to up to 10 days domestic violence leave per annum. An employee is entitled to domestic violence leave in the event that an employee is affected by domestic violence and requires leave to deal with the effects of domestic violence. The Employee shall be paid at their relevant daily rate of pay for domestic violence leave, or if it is not practical to use relevant daily pay, then average daily pay will apply.

The Employer may request proof of domestic violence prior to paying domestic violence leave. The domestic violence leave will be administered in accordance with the Employment Relations Act 2000 and the Holidays Act 2003 (as amended by the Domestic Violence- Victims' Protection Act 2018).

## **4.22. Civil Emergencies Leave**

For formally declared civil emergencies where the employee is directly and significantly affected, including in their ability to reasonably attend the workplace or work remotely from the workplace, applications for up to 3 days special paid leave will be considered. Unpaid special leave applications over and above this will be considered based on the same criteria.

## SECTION 5: REMUNERATION

### 5. Establishment of Pay Rates

The NUPE Pay Scale is bargained between the parties. The General Salary Ranges are adjusted as per Ministry's remuneration policy and guidelines.

#### 5.1. Starting Rates and NUPE Pay Scale Salary Progression

Employees appointed to positions on the NUPE Pay Scale will usually start on the first step of the position. This may be varied by the manager in recognition of previous experience, proven competence in relevant process procedures, or market recruitment conditions.

Employees appointed to positions on the General Salary Range will be paid no less than 85% of the midpoint (100%) of the relevant Salary Range.

Employees on the NUPE pay scale will receive a minimum one step increase each year effective 1 July, unless the employee is on the top step for their role or is under a formal performance improvement plan under MPI's Improving Poor Performance guidelines. New appointees appointed after 31 March but before 1 July will progress to the next step on 1 July the following year. MPI remuneration procedures apply. Progression to another position or range will be by appointment only and will require successful completion of a specific assessment process (e.g. move to Senior) or a standard MPI appointment process. In the case of progression to Senior anyone appointed after 31 March but before 1 July will progress to the next step on 1 July the following year.

#### Compliance Services NUPE Pay Scale

ACCO: Assistant Chief Compliance Officer	
SCO: Senior Compliance Officer	CO: Compliance Officer
SA: Senior Analyst	A: Analyst
SI: Senior Investigator	I: Investigator

Effective 1 July 2019

BASE SALARY	Compliance Services			
\$101,648				SI 7
\$98,687			SA 7	SI 6
\$95,813			SA 6	SI 5
\$93,022			SA 5	SI 4
\$89,876	SCO 7	ACCO 4	SA 4	SI 3
\$86,838	SCO 6	ACCO 3	SA 3	SI 2
\$83,901	SCO 5	ACCO 2	SA 2	SI 1
\$79,906	SCO 4	ACCO 1	SA 1	I 4
\$77,204	SCO 3		A 4	I 3
\$74,593	SCO 2		A 3	I 2
\$71,930	SCO 1		A 2	I 1
\$69,005	CO 4		A 1	
\$66,330	CO 3			
\$64,087	CO 2			
\$62,220	CO 1			

Effective 1 July 2020

BASE SALARY	Compliance Services			
\$103,681				SI 7
\$100,661			SA 7	SI 6
\$97,729			SA 6	SI 5
\$94,882			SA 5	SI 4
\$91,674	SCO 7	ACCO 4	SA 4	SI 3
\$88,575	SCO 6	ACCO 3	SA 3	SI 2
\$85,579	SCO 5	ACCO 2	SA 2	SI 1
\$81,504	SCO 4	ACCO 1	SA 1	I 4
\$78,748	SCO 3		A 4	I 3
\$76,085	SCO 2		A 3	I 2
\$73,369	SCO 1		A 2	I 1
\$70,385	CO 4		A 1	
\$67,657	CO 3			
\$65,369	CO 2			
\$63,464	CO 1			

### Level 6 employees:

		Effective 1 July 2019	Effective 1 July 2020
		Range D (439-518)	Range D (439-518)
'Maintenance and Stretch'	Max	\$123,336	\$124,570
'Growth and Target'	Top	<b>\$107,249</b>	<b>\$108,321</b>
	Step	\$106,177	\$107,238
	Step	\$104,032	\$105,072
	Step	\$101,887	\$102,905
	Step	\$98,669	\$99,656
	Step	\$95,452	\$96,406
	Entry	\$91,162	\$92,073

An employee will progress a step on their salary range scale on 1 July each year, up to the top step (bolded). New appointees starting after 31 March but before 1 July will progress to the next step on 1 July the following year. The employee will receive a step increase each year up to the top (bolded) step unless under a formal performance improvement plan under MPI's Improving Poor Performance guidelines. Progress into 'maintenance and stretch' will be via MPI remuneration procedures.

## 5.2. Remuneration Forum

The purpose of the Remuneration Forum is to provide additional advice to the Director-General relating to remuneration in MPI and to share pertinent information between the parties. This additional advice or information may be as follows, but is not limited to (and is subject to the provisions of the Collective Agreement):

- Salary band or scale rates
- Remuneration policy, system and guidelines
- Future budget or productivity solutions

The Remuneration Forum will convene as often as required but at least annually. The Union will have the opportunity to seek feedback from their members on any points which lead to recommendations being made (either jointly or singly) and this feedback (including explanations) will be provided to the Director-General before decisions relating to remuneration are made.

### **5.3. Remuneration Factors**

The Remuneration Forum will assess MPIs ability to increase employee remuneration and sustain remuneration increases or one-off payments through the analysis and comparison of the following pay factors:

- Consumer price movements
- Market remuneration movements
- Remuneration movement in MPI
- MPI business and financial performance and results including productivity gains

Consideration may also be given to other government policies and parameters including the Public Finance Act, and the extent to which these components may affect remuneration adjustments or one off payments.

### **5.4. One-off Payments**

At the discretion of the Director-General, and within government parameters applicable at the time, one off payments may be made on the basis of the agreed pay fixing philosophy and the achievement of business performance targets.

### **5.5. Administration**

#### **5.5.1. Written Advice**

MPI shall provide to employees regular (at least quarterly) written advice of their gross pay and deductions made. Employees will be notified in writing each time their gross pay or any deduction is altered.

#### **5.5.2. Direct Credit**

All MPI employees will provide a nominated bank account number for the direct crediting of their pay which will be paid fortnightly.

#### **5.5.3. Deductions from Salaries and Wages**

The Director-General shall be entitled to make a deduction from the ordinary pay of an employee:

- Pursuant to the Wages Protection Act 1983 with the required notice being given to the employee; or
- At the employee's written request.

### **5.6. Superannuation**

#### **State Services Retirement Savings Scheme**

Employees are entitled to belong to the State Services Retirement Savings Scheme subject to its various conditions.

#### **Kiwisaver**

Employees are entitled to become members of a KiwiSaver scheme subject to the relevant legislation. Members of a Kiwisaver scheme are entitled to employer contributions if they are not a member of another employer subsidised scheme.

#### **Government Superannuation Scheme**

Qualifying employees may contribute to the Government Superannuation Scheme pursuant to the Government Superannuation Fund Act 1956.

## **SECTION 6: ALLOWANCES AND EXPENSES**

### **6. Higher Duties Allowance**

The Director-General shall approve payment of a higher duties allowance to an employee who is required to undertake the formal delegations of a higher graded position (including the management and planning responsibilities) during the temporary absence of the occupant of that position, and who competently discharges those higher duties; or

The rate of the allowance will be equivalent to a minimum of 5% of the salary of the employee acting in the position. The higher duties arrangement should be agreed in advance and the level of allowance paid should be commensurate with the level of responsibility the employee is being asked to take up.

#### **6.0.1.**

The minimum qualifying period is 10 consecutive working days actually undertaking the higher duties and responsibilities and this criteria must be met on each occasion that the higher duties are performed.

#### **6.0.2.**

When an employee is promoted to a position that he/she has previously undertaken full duties and responsibilities of and paid a higher duties allowance for, then the appointment to that position may be backdated to the date that the higher duties were taken up.

### **6.1. Special Duties Allowance**

The Director-General may approve payment of a special duties allowance where the payment of a higher duties allowance (as specified in clause 6.1) is not justified.

### **6.2. On Call Allowance & Call Out**

The Ministry may require employees to be available to respond to work requests outside the employees' Ordinary Hours. Employees will be paid \$210/week for such availability, pro-rated to \$30/day if applicable. The allowance may be annualised if appropriate.

If an employee is required to return to the workplace ('call out') they will get paid a minimum of three hours on a gate-to-gate basis. This will form part of their 40 hours for the week, and will be at the appropriate penalty rate if applicable.

A further requirement to return to the workplace within any three hour minimum period will not add a further three hour minimum.

The cumulative total for three hour minimum periods for any day of on call cannot be more than 8 hours.

Should the employee actually work more than 8 hours during a day of on call they will be paid accordingly.

### **6.3. In-Charge Vessel Allowance**

Where an employee is required to be in charge of a vessel while at sea, there shall be paid an allowance at \$20 per day. The employee in charge of the vessel must be certified to a standard recognised by Maritime New Zealand.

### **6.4. Chatham Islands**

Employees whose full-time residence is on the Chatham Islands will be eligible for the following conditions:

#### **6.4.1. Chatham Islands Allowance**

An annual allowance will be paid to reflect the costs of living, isolation and unique nature of the position. The Director-General and the eligible employee may agree, prior to the assignment to the Chatham Islands, on the quantum of the allowance, taking in to account the following factors:

- The Islands' isolation
- General living expenses on the Island
- Ongoing freight charges

#### **6.4.2. Residential Accommodation**

The eligible employee will be provided with a rent free Ministry house, for which the basic operating costs will be met by the Ministry:

- Telephone rental
- Electricity
- Heating

#### **6.4.3. Travel for Leave Purposes**

Costs of return travel for the employee and their immediate families to mainland New Zealand, for the purpose of annual leave, will be met by the ministry, for a minimum of two visits per member per annum.

#### **6.4.4. Transfer Expenses**

The employee shall be entitled to reimbursement of the actual and reasonable costs of:

- Moving household and personal effects to and from the Island
- Storage of personal effects on the mainland.

### **6.5. Transfer Expenses**

#### **Definitions**

1. In determining expenses payable to existing employees on transfer, 'in the public interest' means to meet the requirements of the Ministry for Primary Industries, or in the course of promotion, or to address problems with recruiting for a particular location due to a shortage of suitable applicants. The DG may also approve the payment of expenses available to employees on transfer where additional justifiable circumstances arise.
2. 'Private interest' means all circumstances that do not fall into the definition of 'in the public interest' or do not have DG approval.
3. A 'family' is defined as follows:

- a) All children up to the age of 16 years and all children between the ages of 16 and 18 years in respect of whom government benefits are payable;
- b) A partner, (provided that no transfer expenses are being paid from another source);
- c) All other persons for whom the employee can be shown to be financially responsible, either for legal or moral reasons, provided that any income they receive is in total, less than the Adult Minimum Wage as set by the Minimum Wage Act;
- d) Special consideration will be given by the Director-General to any cases where an employee can show that a person living with the employee in the old location and moving with the employee to the new location is in some way in need of the said employee's shelter and support and should thus be considered to be a member of the family for the purposes of transfer provisions despite the fact that their income exceeds the stated figure;

The following provisions do not apply in surplus staffing situations in which case the provisions in section 7 apply.

#### **6.5.1.**

The Director-General and the eligible employee may agree, at the time of appointment or transfer, to any alternative provision and/or transfer grant which may include a one-off housing relocation subsidy, in substitution for any or all entitlements to transfer expenses.

#### **6.5.2.**

Existing employees who are relocating primarily due to private interest may be granted actual and reasonable relocation assistance at the discretion of the approving manager up to a maximum of \$7,500 for legitimate relocation expenses. The delegated authorities for this assistance are the same as for assistance provided under Section 6.3.05. The Director-General may consider higher amounts based on the individual circumstances.

#### **6.5.3.**

For those employees covered by this agreement, with previous entitlement to "Transfer Housing Loan Subsidy", under a previous expired contract, and who have not taken up their entitlement at the commencement of this agreement, shall have that entitlement honoured for up to two years, from the date of initial transfer.

#### **6.5.4.**

When employees are relocating in the public interest the actual and reasonable approved relocation costs for the employees and their families shall be paid by the Ministry. Prior approval by the authorising manager supported by suitable quotes is required. Total transfer expenses of over \$20,000 (excl GST) need to be approved by the Manager of the Business Group before the offer is made to the staff member, taking into account public and private interest considerations. The types of relocation expenses covered are as set out below:

##### a) Removal of Furniture and Effects

Actual and reasonable expenses supported by receipts, including insurance and storage, incurred in the transfer of their personal household furniture and effects to new locations (including household pets and the contents of a freezer, telephone

installations, and television aerials). The cost of removal will not include the following effects:

- All articles not part of the employee's own household;
- Buildings (other than small easily dismantled structures, which are not garages), building structural materials, garden seats and large radio and television masts;
- Large workshop machinery, large engines, large cultivating machinery and garden rollers;
- Boats (other than those towed on trailers);
- Wood, fuel and coal in excess of 250kg;
- Livestock (other than household pets) and beehives;
- Motor and towed vehicles.

b) Travel Expenses

Payment of actual and reasonable travel expenses supported by receipts during travel to the new location. This will include meals, travel and accommodation.

c) Accommodation and meals allowances

Reimbursement of accommodation and meal expenses for an employee, and any dependents, shall be based on actual and reasonable accommodation expenses for the employee and any dependents supported by receipts plus the daily travel allowance for meals and incidentals, for the employee, per 24 hour period. These expenses may be claimed for a period of up to four weeks after the arrival of the employee in the new location.

#### **6.5.5. Expenses Arising From Buying and Selling Homes and Land**

When an employee sells the house the employee was occupying at the former location (i.e. their primary home) and buys a new house at the new location within two years of the date of transfer, actual and reasonable legal and estate agent's expenses supported by receipts shall be refunded. Evidence must be produced that the employee has occupied and sold a house at the former location.

At the discretion of the Director-General an employee may be reimbursed for the legal cost incurred in entering or exiting temporary leases and short-term tenancies.

If the employee sells the house without the services of an estate agent, the employee shall be refunded the actual and reasonable costs of advertising subject to the production of receipts.

When employees transfer to another location and are eligible for payment of transfer expenses, the Director-General may approve on the submission of details, a separate refund of the actual and reasonable penalty charges incurred because of the termination of a mortgage before the completion of the term of the loan on the property at the previous location. Evidence needs to be provided that the mortgage provider will not provide equivalent finance on the new property.

#### **6.5.6. Transfer Grant**

When employees are transferred at the Ministry's expense and required to shift their household, a transfer grant of up to \$1000.00 shall be paid for general expenses such as rental accommodation bonds, carpets, curtains etc. An additional amount of



\$296.00 may be paid for each dependent child who is attending a secondary/intermediate school prior to the date of transfer, who attends another secondary or intermediate school after the transfer and for whom a different uniform is required to be purchased because of change of schools.

#### **6.5.7. Transfer Expense Rate Reviews**

Rates for transfer expenses will be reviewed annually in consultation with the union.

The rates are intended to be fair recognition of the actual costs incurred for the items specified in Section 6.6.

### **6.6. Working away from Usual Place of Employment: Fares and Travelling Time**

#### **6.6.1.**

Where an employee is required to work at a place other than the usual place of employment, the Director-General may - for a period of up to three months - approve the refund of any additional fares required in travelling to work. This provision applies only in the case where the employee is able to return to home each night.

#### **6.6.2.**

The Director-General will consider and may approve payment for any additional travelling time involved where hours worked plus the additional travelling time exceed eight for the day.

#### **6.6.3.**

Meal Allowance (Including Lunch, Midday and Evening Meal)

Where an employee is required:

- to work not less than two hours overtime after a break of at least half an hour and they have to buy a meal that would not normally be bought; or
- to be absent from their usual worksite and circumstances make it unreasonable to return to the worksite for a lunch break; or
- to have a meal with a business associate or client of MPI;

the actual and reasonable expense of the meal will be reimbursed subject to prior approval by the employee's manager.

### **6.7. Travelling Provisions**

#### **6.7.1.**

An employee required to travel within New Zealand on official business and who is required to stay overnight, shall be reimbursed for actual and reasonable costs of accommodation, meals and other incidental expenses. Employees are expected to exercise prudence in their choice of accommodation and meals.

#### **6.7.2.**

Employees who choose to stay privately shall be reimbursed for costs associated with the stay. If no costs are incurred a token gift in lieu of accommodation may be considered.

#### **6.7.3.**

Receipts must be produced for actual and reasonable claims for amounts in excess of \$10.

The Director-General may approve the reimbursement of expenses without a receipt provided that she/he is satisfied that the expenditure was necessary, reasonable and actually incurred.

#### **6.7.4.**

When an employee leaves and returns to their headquarters on the same day the Director-General may approve payment of actual and reasonable expenses above the normal day-to-day work related expenses.

#### **6.7.5.**

Employees employed prior 1 April 2013 have the option to utilise the travelling provisions contained in the Schedule of grand parented provisions in lieu of the provisions of clause 6.8.

### **6.8. "Out Of Pocket" Expenses**

The Director-General may grant reimbursement to compensate for any out-of-pocket expenses, including damage to clothes or personal items, incurred by an employee and arising out of the performance of duties.

### **6.9. Reimbursement of Expenses Incurred in Caring for Dependants**

When an employee attends a course or is travelling on official business or is required to work abnormal hours, the Director-General has the discretion to approve the actual and reasonable cost of expenses incurred by employees in caring for dependants where the situation is such that an employee cannot make alternative arrangements for the care of her/his dependants without incurring extra expenses.

### **6.10. Motor Vehicle Allowance**

Where the use of private vehicle for official business has been approved by the Director-General, the employee shall be paid a motor vehicle allowance as adjusted by the agreed formula and promulgated from time to time by Inland Revenue. Rates are to be made readily available in the workplace.

### **6.11. Transport Assistance, Work outside Public Transport Hours**

MPI will provide for those employees whose hours of duty are such that they cannot use the public transport that is available during normal working hours alternative travel arrangements.

### **6.12. Morning, Mid-Day and Afternoon Tea**

MPI will provide free tea, coffee, drinking chocolate, milk and sugar for morning, mid-day and afternoon tea breaks.

### **6.13. Annual Practising Fees**

The Director-General shall approve payment of admission fees, registration and annual practising fees where the qualification or holding of a practising certificate is necessary to enable the employee to carry out their duties fully.

# SECTION 7: RESTRUCTURING PROVISIONS

## 7. Purpose of Change Provisions

It is possible that, change may affect MPI, requiring it to consider a restructure or rearrangement of all or part of its operations. The provisions in this Chapter apply in such situations.

### 7.1. Principles and Objectives

MPI acknowledges the significant effect that change can have upon its employees and, in that light will:

- Work to preserve the employment security and career opportunities of its employees. A key consideration during change is to ensure employees have jobs, using redundancy as a last resort. Further, MPI acknowledges the benefit of key skills and experience being retained.
- Make the greatest possible use of attrition. Attrition will be specifically considered as a way of minimising and managing the number of employees affected by a change.
- Maximise employment opportunities for affected staff while ensuring that operational needs are met.
- Develop its employees to assist them to cope with change and contribute to a changing MPI, and to enhance their opportunities for alternative employment.
- Adopt a proactive and forward looking approach to change. This includes working with NUPE around forward planning (including organisational and business strategic planning which may lead to change) and preparing employees for potential future change.
- Treat staff affected by change fairly, and work to ensure that they feel fairly treated.
- Treat employees as individuals and provide them with choices where practical.
- Work to ensure that change is understood by all, and managers and employees are jointly involved in managing it.

### 7.2. Consultation

MPI will consult with NUPE, and its members, about any change which may have a significant effect upon those employees. The purpose of consultation is to allow those potentially affected by change to have an appropriate opportunity to provide input to and influence the change proposal through NUPE, which will be taken into account prior to change being confirmed. To facilitate that input, MPI will:

- Advise NUPE and its members about change or potential change at the earliest possible time.
- Notify NUPE before the formal commencement of a review or study which is likely to result in significant change.
- Provide a briefing on change proposals, which may have a significant effect upon NUPE members, with the opportunity for NUPE representatives to ask questions and seek clarifications prior to any general staff announcements.
- Where, however, a decision to change is beyond the control of MPI, MPI will notify NUPE about the change as soon as possible.

### **7.3. Assessment of effect of change**

#### **7.3.1.**

An assessment will be undertaken to determine the extent of the effect of the confirmed change on individual roles. The assessment will take into account the extent of change upon each individual role (when the effect of change is compared to the pre-existing role).

Employees are 'affected' by the change if MPI requires a reduction in that category of staff, if staff cannot be employed in their current position at their current salary level or work location, or if the nature of their work has changed.

#### **7.3.2.**

MPI will provide a draft assessment to NUPE for review and comments, which will be provided in a timely manner.

#### **7.3.3.**

Once the assessment has been completed MPI will formally notify NUPE of:

- The total number of members of NUPE who have been identified as being affected
- Their names, positions and locations
- Additional relevant information requested by NUPE

#### **7.3.4. Group reconfirmation**

It is possible that the change will have a minimal effect upon a complete team or group of particular employees within MPI. In that event the complete team or group can be moved 'as is' to the changed structure and will remain as that team or group doing the same work.

### **7.4. Change Process**

MPI will, in the first instance, engage with NUPE and its delegates about the development of the change process, specific to the circumstances of the change. Both MPI and NUPE will cooperate with the aim to reach consensus on the change process. The change process will apply to all employees who have been identified in the assessment as affected.

The process will, in any event, comply with the following:

#### **7.4.1. Staff Support**

The change process will establish a staff support programme, which may include personal and career counselling. To maximise employment opportunities for affected staff while ensuring that operational needs are met MPI may institute a partial or complete freeze on permanent recruitment or appointments and use temporary employees to cover workloads during the change.

The change process may include a process for review of decisions, which will be in addition to the employment relation problems resolution provisions in this agreement.

#### **7.4.2. Individual reconfirmation**

Reconfirmation requires the following criteria to be satisfied:

- Either
  - the extent of change on an individual employee's role is not significant, or
  - there is no significant difference between a new role created as a result of the change when compared to the pre-existing role;
- The salary for the changed or new role is the same (or greater);
- The changed or new role has terms and conditions of employment (including career prospects) which are no less favourable; and

The location of the changed or new role is the same, though not necessarily in the same building and/or the same street.

#### **7.4.3.**

Reconfirmation may be to a position in:

- MPI; or
- another existing agency; or
- a new structure or agency established as part of the change.

#### **7.4.4.**

Where there is one clear candidate for reconfirmation in a changed or new role, and the reconfirmation criteria are met, then that employee will be reconfirmed in the role.

#### **7.4.5.**

Where the reconfirmation criteria are met for more than one candidate, then the employees will be asked to advise expressions of preference and either:

- An appointment from amongst the candidates will be made, using standard MPI appointment procedures; or
- Another agreed and practicable appointment process will be used.

#### **7.4.6.**

If an employee meets all the criteria for reconfirmation (or is selected through a contested process) but does not want to accept the position, then the alternatives are leave without pay or resignation.

#### **7.4.7.**

It is possible that an employee may wish to raise an employment problem in relation to an aspect of the reconfirmation process. In that light:

- The change process may prescribe a specific process for review of decisions;
- In any event the employee may rely upon the problem resolution provisions of this Agreement.

#### **7.4.8. Reassignment**

It is possible:

- that the extent of change on an individual employee's role may be significant (when the effect of change is compared to the pre-existing role); or
- that a new role may be created as a result of the change which, when compared to the pre-existing role, is significantly different, but which may be suitable for the employee.

In this context “suitable” means that the employee is capable of doing the job to an acceptable standard either immediately or following appropriate training provided by MPI. The new position must use or build on existing skills, competencies, and aptitudes but may require on-the-job training and/or formal training and/or a support programme.

All affected staff will be dealt with on an individual basis and consulted before a reassignment is made. Consultation will include the opportunity to suggest amendments to a proposed job description, and identify training and support needs.

An employee will not be disadvantaged if their performance is temporarily affected while they are learning new skills following reassignment.

#### **7.4.9.**

Reassignment may be to a suitable position in:

- MPI; or
- another existing agency; or
- a new structure or agency established as part of the change.

#### **7.4.10.**

In general the following points apply to reassignment:

- Employees will be expected to apply for suitable roles for reassignment;
- MPI may identify employees for consideration of reassignment to suitable roles;

Standard MPI appointment procedures will be used to determine:

- Whether the particular role is suitable for any candidate; and
- Where the role is suitable for more than one candidate, who the successful candidate will be.

#### **7.4.11.**

When reassignment is to a role at a lower salary, MPI will pay either:

- an on-going allowance equivalent to the difference between the present salary and the new salary, abated by any subsequent increases, or
- a lump sum equivalent to the difference between the present salary and the new salary for a two year period (unabated), such lump sum to be paid in four equal six monthly instalments. The first instalment is payable at the date the reassignment commences. This entitlement ceases with the end of employment. No repayment will be sought.

An employee within 5 years of eligibility for national superannuation who is a member of GSF and who is appointed to a position carrying a lower salary will retain their present salary unabated.

#### **7.4.12.**

When the new job is within the same local area, and extra travelling costs or travelling time are involved, travelling expenses and/or other assistance may be provided by MPI. In this context, same local area means within reasonable commuting time and distance, and may be defined by MPI on a case by case basis.

#### **7.4.13.**

Reassignment may include a voluntary transfer to another location. No employee is required to accept a reassignment outside the local area. If reassignment to another location is accepted, then MPI will provide transfer assistance on the basis that the employee should not suffer financial loss because of the transfer. Wherever possible, MPI will provide a two-year job guarantee in the new location to an employee who accepts a reassignment.

#### **7.4.14.**

Affected employees who have not yet been reconfirmed or reassigned will, where deemed suitable, be appointed in preference over non-affected internal MPI and external candidates.

#### **7.4.15.**

An employee who is successful in obtaining a role through reassignment is not entitled to payment of severance. Where an employee does not wish to accept reassignment then the alternatives are leave without pay or resignation. Such an employee will not be entitled to preference for any role.

#### **7.4.16. Other Options**

Prior to confirming redundancy, MPI may consider whether any of the following options are open for the employee. Further, if NUPE can identify any of the following options or alternative options as worthy of consideration for a particular employee it may inform MPI accordingly:

- a) Preservation of existing employment to allow job search  
MPI may, in its discretion, provide structured assistance to the employee to find a role outside MPI. This may include career counselling, outplacement and time with an employment agency. The employee will remain in MPI employment on salary during this job search period.
- b) The maximum financial support of continued salary during job search can be no more than the severance payment that would have been received. At the conclusion of the job search period the employee will be entitled to notice of redundancy and payment of any residual severance entitlement owing, taking into account the salary already received during the job search period.
- c) Part-time role  
MPI may, in its discretion, allow a full-time employee to accept ongoing employment in a part-time role, on the basis that the employee will not be entitled to payment of severance. Reasonable compensation for reduced hours may be agreed on a case by case basis and will be no more than the severance payment that would have been received.
- d) Temporary reduction in conditions  
MPI and the employee may agree to a temporary reduction in the employee's conditions of employment, including reduced hours, to avoid a redundancy situation. This option can include a guarantee by MPI to recompense the employee for short or long-term losses resulting from the reduced conditions.

e) Retraining for a different role

MPI may be able to identify a different role for the employee – but one which will represent a significant career move and require formal re-training. MPI may, in its discretion, agree to continue to pay the employee's salary for the period of re-training, and to meet any training expenses. An employee on training remains a salaried MPI employee and is expected to continue to be employed by MPI under an appropriate agreement or bond after retraining. Having concluded retraining the employee will take up the new role and will not be entitled to payment of severance. If the employee does not take up the new role, he/she will not be entitled to payment of severance.

#### **7.4.17. Redundancy**

An employee:

- who is subject to the change process; and
- not successful in reconfirmation or reassignment; and
- in respect of whom no alternatives to redundancy are identified

becomes redundant, and the provisions below will apply.

### **7.5. Redundancy**

#### **Notice**

MPI will give a redundant employee one month's notice of redundancy. In order to meet business needs, this notice period may be varied by agreement.

During the period of notice the redundant employee remains eligible to be considered for available roles within MPI. If the employee is offered and accepts another role with MPI, MPI will then revoke the notice of redundancy and the employee will not be entitled to payment of severance.

#### **Severance**

Severance will be calculated in accordance with the formula in Section 8 to this Agreement

##### **7.5.1.**

At the conclusion of a change process MPI will, at NUPE's request, notify it of:

- The total number of members of NUPE who have become redundant
- Their names, positions and locations
- The restructuring options already explored
- Additional relevant information requested by NUPE.

##### **7.5.2.**

During the period of notice the redundant employee remains eligible to be considered for any alternative to redundancy. If one of those options becomes available MPI may revoke the notice of redundancy and the employee will be required to choose between that option and resignation (and will not be entitled to payment of severance).

### **7.6. Employee Protection Provision**

Redundancy will only apply if MPI cannot use the provisions and options of Section 7 to place all employees affected by a change in employment. Redundancy is always a



last resort. Redundancy can only be initiated by MPI. It is not a voluntary option for an employee. If redundancy is necessary, the following provisions will apply.

#### **7.6.1.**

In this clause:

- “restructuring” has the same meaning as in section 69L(1) of the Employment Relations Act 2000.
- “affected employee” has the same meaning as in section 69L(2) of the Employment Relations Act 2000.

#### **7.6.2.**

In the event of a restructuring to any part of MPI which results in the employee becoming an affected employee, MPI will use the process outlined in this clause.

#### **7.6.3.**

MPI will negotiate with the new employer about options that may exist for those affected employees to transfer employment to the new employer, including whether the affected employees will transfer to the new employer on the same or similar terms and conditions.

#### **7.6.4.**

MPI will use best endeavours in any negotiations to reach an agreement with the new employer which will:

- a) provide the affected employee with opportunities to meet and discuss their employment options with the new employer; and
- b) secure the new employer’s agreement to offer employment to the affected employee; and
- c) include in the agreement reached with the new employer a requirement that the affected employee be offered a position with the new employer, at terms and conditions to be negotiated by the new employer and affected employee; or
- d) include in the agreement reached with the new employer a requirement that the affected employee be offered a position with the new employer at the same or similar terms of employment.

#### **7.6.5.**

If the new employer wishes to employ any of the affected employees and makes them a reasonable offer of employment, the following sub clauses will apply:

- a) The affected employee has the option of whether or not to transfer to the new employer.
- b) If the affected employee elects not to transfer to the new employer, the affected employee -
  - (i) shall not be entitled to any severance or redundancy compensation or any other payment whatsoever; and
  - (ii) MPI will consider what, if any, reassignment options may be available within MPI. However MPI is not bound to offer the affected employee any reassignment options.
- c) Where an employee accepts an offer of employment with the transferee, their employment with MPI shall cease on a date specified by MPI, provided that date shall not be earlier than the date that their work transfers to the new employer. The employee shall not be entitled to any severance or redundancy or any other payment whatsoever from MPI.

**7.6.6.**

For the purposes of clause 7.7.1 a "reasonable offer of employment" is where the new employer has:

- a) offered the affected employee employment in the new business, or the part of the current business being sold or transferred, and
- b) agreed to treat the affected employee's previous service with MPI as if it were continuous service with that new employer; and
- c) offered the affected employee terms and conditions of employment that are the same as, or no less favourable than, the terms and conditions of this Agreement including:
  - any service related and redundancy conditions; and
  - any conditions relating to superannuation; and
- d) offered the affected employee employment in the same or substantially the same capacity as that in which they are currently employed; or in another capacity that the employee is willing to accept; and
- e) offered the affected employee employment within the same local geographic area as that in which they are currently employed.

**7.6.7.**

If the new employer does not wish to employ the affected employees or does not make the affected employee a reasonable offer of employment the following sub clauses will apply:

- a) MPI will consider the affected employee for any reassignment and other options in accordance with this Agreement.
- b) Where MPI makes an affected employee an offer of a suitable alternative position and that employee accepts or declines that offer then that employee will not be entitled to severance or any other compensation.
- c) Where MPI does not offer the affected employee a suitable position then the Ministry shall give that employee one month's notice of termination. Clauses 8.2 to 8.6 will then apply.

## **SECTION 8: REDUNDANCY PROVISIONS**

### **8. Application of Redundancy Provisions**

Redundancy will only apply if MPI cannot use the provisions and options of Section 7 to place all employees affected by a change in employment. Redundancy is always a last resort. Redundancy can only be initiated by MPI. It is not a voluntary option for an employee. If redundancy is necessary, the following provisions will apply.

#### **8.1. Notice of Redundancy**

MPI will give NUPE and a redundant employee one month's notice of a redundancy. If the circumstances warrant, this notice period may be varied by agreement between MPI and the affected parties. MPI will notify NUPE of:

- the total number of redundant employees
- their names, positions, and locations
- the restructuring options already explored
- additional appropriate and relevant information requested by NUPE.

#### **8.2. Eligibility for Restructuring Options: Change of Circumstances**

During the period of notice redundant employees remain eligible for placement under any of the restructuring options set out in Section 7. These options will continue to be the priority.

If circumstances change after a redundancy notice has been given and a suitable placement under one of the options in Section 7 becomes available, then MPI may revoke the notice and the employee will be required to choose between that option or LWOP or resignation.

If an employee who has been declared redundant is placed in a suitable position under the above provisions MPI will reimburse their for any reasonable costs or inconvenience incurred as a result of the declaration of redundancy.

#### **8.3. Redundancy Options**

MPI, NUPE and redundant employees will consult and agree on which of the following redundancy options will be offered to the redundant employees. How the options will be applied, and the types and levels of financial assistance etc., will be negotiated and agreed on a case by case basis between MPI, NUPE and affected employees.

The redundancy options are:

- All options under Section 7
- Retraining
- Enhanced early retirement
- Severance on a case by case basis
- Any other mutually agreed alternative option, provided that the cost does not exceed the cost of severance.

### **8.3.1. Enhanced Early Retirement (EER)**

Employees are eligible for this option if they have more than 10 years' service. Service need not be continuous.

Enhanced early retirement provides for an employee to be paid the amount of money available under severance, but includes the ability to choose to use some or all of the money to increase a superannuation annuity. EER may be available to an employee who is not redundant if he/she is replaced by an employee who is redundant.

### **8.3.2. Retraining**

This option provides for a redundant employee to undertake an individual formal retraining programme to enhance their general employment or career opportunities. The details of MPI assistance will be agreed on a case by case basis. The level of financial assistance would not normally exceed the amount available under severance.

### **8.3.3. Severance**

- i) When it is agreed that severance will be made available, payment will be made in accordance with 8.4.4(i)-(iv) below.
- ii) Staff are eligible for severance regardless of length of service, but it is conditional on an employee finishing on an agreed date. For all employees the maximum payment under clause 8.4.4 including severance and any payment agreed in lieu of notice is \$55,000, or the total ordinary pay the employee would have received between their cessation date and the date of their compulsory retirement, whichever is the lesser. Cessation leave is not included in these maximum payments.

### **8.3.4. Calculation of Severance Payment**

- i) For the purposes of these provisions "ordinary pay" is defined as basic taxable salary plus regular taxable allowances paid on a continuous basis which either attract overtime or penal time payments or are paid on an hourly basis for all hours worked, plus penal payments (T1/4, T1/2) or allowances in lieu thereof. Except in the case of employees on parental leave where ordinary pay shall be the ordinary pay at the time of taking leave.
- ii) All Employees
  - a) 4.165% of total ordinary pay for the preceding 12 months for one person (other than a dependent child) who is dependent on the employee and receives a gross annual income of less than \$22,252.
  - b) 8.33% of total ordinary pay for the preceding 12 months for each dependent child of the employee.

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

- in paid employment; or
- in receipt of a state benefit; or
- in receipt of a basic grant or an independent circumstances grant under the Student Allowances Regulations; and

including those for whom employees are paying a liable parent contribution in terms of Department of Inland Revenue requirements. Where both parents are declared surplus only one parent can claim for dependent children. It is the employee's choice as to which one claims.

iii) Employees with 12 months or more continuous service\* will receive:

- 8% of total ordinary pay for the preceding 12 months; and
- 4% of total ordinary pay for the preceding 12 months multiplied by the number of years of continuous service minus one, up to a maximum of 19; and
- .333% of total ordinary pay for the preceding 12 months multiplied by the number of completed months in addition to completed years of continuous service, provided total service is less than 20 years.

iv) In addition to the provisions set out in clause 8.4.4(iii) all employees will be eligible for the following percentage payment based on total ordinary pay for the preceding 12 months:

10% where service is between 1 and 3 years; or  
20% where service is between 3 and 5 years; or  
29.165% where service is 5 years or more

### **8.3.5. Method of Payment of Severance**

An employee may elect to receive their severance payment as a lump sum, or as enhanced early retirement if eligible, or MPI and the employee may agree on another method of payment, such as those exemplified below in (a)-(c).

a) **A payment staggered over an agreed defined period.** For example, 50% immediately, 25% after 6 months and 25% after a further six months. The employee will remain eligible for MPI vacancies as a preferred applicant until the final payment has been made.

Payments and entitlements cease as soon as the employee has been placed in MPI, or the employee turns down a suitable\* position offered by MPI or 100% severance has been paid. If reemployed in MPI during this period all service is retained.

b) **Leave with Pay** for a period equivalent to the amount of severance. The employee remains eligible for MPI vacancies as a preferred applicant during this period. Leave and entitlements cease when employment is obtained either with MPI or another employer, or if the employee turns down a suitable\* MPI placement, or when the amount available is used. Secondary employment may be approved. During this period, an employee may choose to receive the balance of severance as a lump sum, and cease all entitlements.

c) **Leave Without Pay** for an agreed and defined period. The employee remains eligible for MPI vacancies as a preferred applicant during this period. If a

suitable\* position has not been found by MPI, or with another employer by the end of the period, lump sum severance, or enhanced early retirement will be paid. The amount will be calculated at the rate applying at the beginning of the LWOP.

**Note:** "Suitable" has the same meaning as under Reconfirmation and Re-assignment.

**d) Lump Sum**

If an employee who has received a full severance payment, or enhanced early retirement, including after LWOP, is subsequently reemployed by MPI, then they will be a new employee for all intents and purposes, except for sick leave provisions, where 4.4 applies.

However, recognising that severance is not a voluntary option for an employee, an employee may buy back service either by a lump sum repayment of a proportion of the severance, or by reduced salary for a period.

e) Any other mutually agreed option for the payment of severance may be used.

**8.3.6. Cessation Leave**

Cessation Leave in accordance with the scales below will be paid, subject to the leave being reduced by the amount of paid anticipated retiring leave already taken.

a) Cessation Leave for Employees with less than 20 Years Current or Recognised Previous Service

15 years' service	43 working days
Completion of 10 and under	
15 years' service	29 working days
Completion of 5 and under	
10 years' service	15 working days
Under 5 years' service	Nil

b) Cessation Leave for Employees with 20 Years or More Current or Recognised Previous Service

Months	0	2	4	6	8	10
Years	Days					
20-24	43					
25	43	44	44	45	45	46
26	46	47	47	47	48	49
27	49	49	50	51	51	51
28	52	53	53	53	54	54
29	55	55	56	56	57	57
30	57	58	59	59	59	60
31	61	61	61	62	63	63
32	63	64	64	65	65	66
33	66	67	67	67	68	69
34	69	69	70	71	71	71
35	72	73	73	73	74	74
36	75	75	76	76	77	77

37	77	78	79	79	79	80
38	81	81	81	82	83	83
39	83	84	84	85	85	86
40	87					

**8.3.7.**

Outstanding annual leave and long service leave may be separately cashed up.

**8.4. Housing**

Where employees occupy employer provided housing they will not be required to immediately vacate the house. The arrangements for vacating housing will need to be specific to each situation and will be decided at the time they arise.

In cases where employees are located in isolated areas provision may be made for reasonable expenses to compensate for costs of removal to the nearest main centre.

**8.5. Counselling**

Counselling for affected employees and family may be made available as necessary.

## **SECTION 9: GENERAL PROVISIONS**

### **9. Sexual Harassment**

Sexual harassment is defined in Clause 108 of the Employment Relations Act. It affects morale, work effectiveness and the right to enjoy a good working environment.

#### **9.0.1.**

Responsibilities of Supervisors and Complainants when Dealing with Sexual Harassment

- a) It is the responsibility of the Director-General to maintain a work environment free of unwelcome behaviour and to provide a mechanism for reporting sexual harassment, ensuring a fair investigation and avoiding reprisals against the complainant.

Care is to be taken during the investigation of any complaint of sexual harassment and afterwards to prevent any disadvantage to the complainant and care must also be taken to protect the position of other parties if the complaint is found to be unwarranted.

- b) MPI relies on supervisors at all levels to facilitate and encourage proper standards of personal and ethical conduct in the workplace. Sexual harassment complaints must be taken seriously and handled with sensitivity and impartiality. Behaviour, words and gestures have different meanings in different cultures.

What may be acceptable in one culture may not be in another. This needs to be taken into account in the workplace.

Commission guidelines for supervisors and guidelines for complainants are to be publicly displayed in the workplace.

### **9.1. Eye Conservation**

#### **9.1.1.**

Where in the opinion of the Director-General:

- a) an employee is working in an "eye danger" area, that is, where work is liable to cause danger to the eyes - the employee is to receive a personal issue of standard neutral safety glasses;
- b) an employee who ordinarily wears optical glasses at work, is occasionally engaged on work in any "eye" danger area, the employee shall be supplied for the time engaged on such work, with specially hardened neutral "clip on" type safety glasses to be worn over normal glasses;
- c) an employee who normally wears optical glasses at work is required to work constantly, or for most of the time, in an "eye danger" area, the employee is to be fitted by an optometrist with a pair of specially hardened optically correct lenses, fitted in a safety frame, at the expense of MPI;



- d) an employee in an "eye danger" area who has been issued with neutral safety glasses which the employee is required to wear constantly or for most of the time, is found to have a refractive error the employee shall be fitted by an optometrist with a pair of specifically hardened optically correct lenses, fitted in a safety frame, at the expense of MPI.

#### **9.1.3.**

Where there is any doubt about any of these matters the Ministry of Business, Innovation & Employment (MBIE) shall be called to advise.

#### **9.1.4.**

In the cases of a) and b) the glasses are to be issued on permanent loan to the employee but to remain the property of MPI. In the cases of c) and d) the glasses are to become the property of the employee.

## **9.2. Keyboard Provisions**

### **9.2.1.**

The ergonomic standards and technical specifications of MBIE's "Approved code of Conduct for the use of Visual Display Units" (1995) will be observed. MPI will inform NUPE on the purchase and installation of major systems, or any non-standard equipment, or situations involving significant change in work structures and job design.

### **9.2.2. Eye Care**

Employees are entitled to eye tests and equipment at MPI's expense, to a maximum value of \$500, every two years. Costs that are covered include:

- eye examination;
- frames; and
- single vision, bi-focal or graduated lenses.

In this clause, 'lenses' includes contact lenses.

Where, for health and safety reasons, an employee requires an eye examination at more frequent intervals than every two years, MPI will meet the cost of that eye examination at the rate of up to \$85 per examination.

### **9.2.3.**

The provisions relating to Occupational Overuse Syndrome contained in the MBIE Code of Practice shall be observed. In particular it should be noted that employees who work continuously at keyboards will be provided with and should ensure they take relief by variations in work, or by regular spells of 10 minutes in every hour.

### **9.2.4. Pregnant VDU Operators**

While current scientific evidence supports the view that there are no adverse health effects or associated risks for pregnant women, MPI will make every effort to accommodate requests for alternative duties during the period of pregnancy. Employees who are temporarily redeployed for this reason should not be disadvantaged in relation to either salary or conditions of employment.

### **9.3.5. Uniforms and Protective Clothing**

MPI will supply all uniforms and protective clothing as specified in MPI's Uniform Policy and Guidelines.

## **9.3. Study Assistance**

### **9.3.1.**

The Director-General may approve study leave to enable employees to undertake a course of study to complete qualifications, to attend courses and seminars and to undertake research or projects which are relevant to the work of MPI and which facilitate their wider growth and development.

### **9.3.2.**

The Director-General may, on such conditions as she/he may decide, grant, for such approved study leave, leave with or without pay, travelling time between headquarters and the learning institution, and reimbursement of study related costs, e.g. tuition and examination fees where the course of study is successfully completed.

### **9.3.3.**

Approval may also be granted, on such conditions as the Director-General may decide for leave to sit examinations and for study leave prior to such examinations.

### **9.3.4.**

Study awards may also be granted to enable employees to undertake full-time university study for recruitment and staff development purposes. Such awards may include the payment of full or part salary, study-related expenses, transfer expenses and standard leave entitlements.

## **9.4. Employee Assistance**

The parties commit themselves to the continuation of an Employee Assistance Programme based on the following statement of principle:

"It is in the best interests of the employer and the employee that a person with impaired work performance should receive early assistance and at the same time be assured that receiving such assistance will in no way be detrimental to their career."

Should it be established that any work performance has been adversely affected by health-related problems, the following will apply:

- a) Any scheme introduced will be available on a voluntary basis to all employees of MPI at all levels.
- b) With the exception of administrative requirements (eg leave records and medical certificates, etc) all discussions and records will remain confidential. There will be no record placed on the personal file of the employee concerned.
- c) The employee's entitlement in respect of approved sick leave will apply to any absences related to assistance the employee is receiving under the scheme.

- d) Entry into the scheme and participation will not adversely affect the employee's future promotional opportunities and no employee will be penalised for having sought assistance with personal problems.
- e) Security of employment will be maintained for all those participating in and completing a course of treatment.
- f) Self-referral by any employee will be encouraged and will carry with it the above undertakings.
- g) Where a member of the employee's family has a personal problem and this results in impaired work performance on the part of the employee, use of the scheme will be available to the employee. The employer will not, however intrude into an employee's private life.

## **9.5. Health and Safety**

The parties shall ensure MPI is a safe workplace and the requirements of the Health and Safety in Employment Act are in place and understood.

### **9.5.1.**

The parties also agree that consistent with the requirements of establishing and maintaining "good and safe working conditions" the following shall apply:

Any code of practice issued by MBIE's Occupational Safety and Health Service.

Key codes are:

- The code of Practice for Health and Safety Representatives and Committees.
- The Department of MBIE's "Approved Code of Practice for the use of Visual Display Units (1995).
- The Code of Physical Working Conditions issued by the State Services Commission.

### **9.5.2. Placement and Use of Photocopiers**

Minimum requirements:

- a) access/ventilation space required on all sides of unit;
- b) office workers shall not be seated within four metres of the machine;
- c) the machine should not in any circumstances be placed in a room of volume less than 45 cubic metres;
- d) large machines are to be located in a separate room specifically for the purpose with adequate mechanical ventilation;
- e) where photocopiers are located in open plan offices every effort shall be made to minimise excessive heat and noise.

### **9.5.3. Equal Employment Opportunities**

The Ministry shall in each year develop, publish and implement an equal employment opportunities programme aimed at the identification and elimination of all aspects of policies, procedures, and other institutional barriers that cause or perpetuate, or tend to cause or perpetuate, inequality in respect to the employment of any persons or group of persons.

# **SECTION 10: UNION FACILITIES AND THE EMPLOYMENT RELATIONSHIP**

## **10. Union Facilities**

The provisions contained in these clauses shall not operate to reduce any other terms and conditions in this collective employment agreement.

### **10.1. Recognition**

MPI recognises NUPE, its delegates, officials and officers, as representing the collective and individual interests of its members.

MPI acknowledges the right of NUPE to elect, select and support its representatives according to its rules.

MPI and NUPE will agree engagement processes and structures for delegates and managers to meet regularly and to further the relationship between them.

MPI will provide an opportunity for NUPE representatives to meet new staff as part of any orientation process. MPI will provide new employees with information about NUPE, including relevant contact details. NUPE will provide the relevant information to be given to employees.

MPI will periodically provide NUPE, 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 MPI and NUPE. MPI and NUPE may agree other arrangements for maintaining, establishing or further developing the relationship between them.

### **10.2. Delegates**

MPI will promote and support the role of delegates in the workplace.

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

MPI 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.

### **10.3. Access**

Paid officials or officials who are duly authorised by NUPE National Secretary are entitled to have access to MPI workplaces for the purpose of enforcement of this Agreement and the inspection of wage, holiday and time records of employees who are NUPE members. Such officials are entitled to:

- a) Interview individual employees.
- b) Request employees to join the union.
- c) Collect any fees, subscriptions etc owing to the Union.
- d) Obtain from the Ministry any information required for the purposes of any ballot to be held.
- e) Question the Ministry about this Agreement.
- f) Make such other inspections and enquiries as necessary to find out if the Agreement is being complied with.
- g) Obtain any part of the time and wage record for NUPE members.

**Subject to the following prerequisites:**

- h) Reasonable notice will be given to the employer in writing of the Union's intention to visit a worksite.
- i) Entry must be at a reasonable time, when employees are on the premises.
- j) NUPE representative must produce identification and authority to represent the union when first entering the premises and at any time when asked.
- k) If after entering the premises the union representative cannot find the employer or the employer's representative, a written notice will be left for the employer detailing:
  - i) their identity
  - ii) position with the union
  - iii) date and time of entry
  - iv) reason for entry
- l) When entering premises union representatives must comply with health and safety requirements.

**10.4. Union Deductions**

MPI shall deduct NUPE membership fees, with the authorisation of each member, from wages or salary by automatic deduction, and shall remit these deductions to NUPE at a frequency in line with the MPI pay periods.

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

Where practicable, MPI will make arrangements to advise NUPE 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.

## **10.5. Union Meetings**

NUPE 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.

NUPE shall provide the employer at least 14 days' notice of the date and time of any such union meeting.

NUPE shall make arrangements with the employer for MPI 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.

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

MPI and NUPE 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 union meetings.

## **10.6. Facilities**

MPI 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, internal mail, telephone, and email. In addition, members will be allowed reasonable access to the union's external website. In using these facilities, delegates and members will observe all the employer's normal standards and policies that apply to such facilities.

## **The Employment Relationship**

### **10.7. Access to Personal Files**

Employees have access to their personal files in accordance with the provisions of the Privacy Act 1993.

### **10.8. Certificate of Service**

Employees who leave the Ministry may be issued at their own request with a Certificate of Service which lists the positions the employee has held but which does not express any judgement on the performance of duties.

## **10.9. Employment Relationship Problems including Personal Grievances & Disputes**

It is in the interests of both parties that employment relationship problems be resolved in good faith and as close to the point of origin as possible.

Where a relationship problem is identified by either the employee or the employer, reasonable steps must be taken to notify the other party of the issue.

Once a problem has been identified reasonable steps will be taken by both parties to resolve the issue. If the issue cannot be resolved either party may seek the assistance of a mediator. The mediator will be agreed between the parties as an appropriate person to assist.

The Mediation Service of MBIE, the Employment Relations Authority, or the Employment Court may be accessed.

The parties prefer that employment relationship problems be resolved without requiring the use of these institutions but this clause does not prohibit the employee or the Ministry accessing them in the first instance.

In the case of a personal grievance or dispute as defined in the Employment Relations Act 2000 the employee must raise it or make reasonable efforts to raise it with an appropriate manager within 90 days of the alleged action or becoming aware of the action.

If the employee wishes to raise a personal grievance more than 90 days after the alleged action they must either seek the agreement of the employer or apply to the Employment Relations Authority to do so.

Personal Grievances are defined under Section 103 of the Employment Relations Act 2000.

## **10.10. Discipline**

When dealing with discipline the following principles will apply:

The employee is to be advised of their right to representation and/or support person of their choice;

The employee is to be informed of the issue in question and be given a reasonable opportunity to provide an explanation.

Any corrective action required together with a reasonable period of time to improve performance or change the conduct will also be advised. Where this is a performance issue consideration should be given to appropriate alternative work, coaching and counselling.

An appropriate investigation will be undertaken before any substantive action is taken.

Depending on the seriousness of the issue a verbal warning will normally precede a written warning.

Any disciplinary action is to be recorded in writing, signed by the employee and placed on their personal file.

A written warning will specify the duration of the warning and will be removed from the employee's personal file on its expiry date.

In cases of alleged serious misconduct the employee may be suspended on pay while an investigation is undertaken.

Where an employee feels they have been aggrieved by the Ministry's actions, they are to be advised of their right to raise a personal grievance.



## SECTION 11: SPECIFIC CONDITIONS SEAGOING

### 11. Time off for Seagoing Duties

The following special conditions shall apply to employees (but not managers) at sea overnight beyond harbour limits, or within harbour limits at the discretion of the Manager, carrying out fisheries enforcement duties

For the purpose of this provision, days spent at sea shall include all complete days (midnight to midnight) spent at sea plus one additional day.

- a) For each day spent at sea, employees shall be entitled to days off as follows:

Days at Sea	Entitlement
1	½
2	1
3	1 ½
4	2
5	2
6	2 ½
7	3

- b) In addition to the above, employees shall be entitled to the following days off:

- 1) Saturdays, Sundays or public holidays that fall immediately before, during or immediately after the days off taken under a) above.
- 2) One day for every statutory holiday that falls during the cruise.

- c) Where a vessel to which an employee is assigned enters port for less than 48 hours and the employee is required to stay on board the vessel for this period the time off entitlement shall be calculated as if the vessel had been continuously at sea.

- d) Time off earned during a period of duty at sea shall be taken as soon as practicable and no later than one month after the completion of that period of duty. In exceptional cases this may be extended to two months.

#### 11.1. Fisheries Enforcement Seagoing Allowance

- a) This allowance of \$94.00 per day shall apply to employees (but not managers) at sea overnight. If there is a temporary stopover other than their home port of less than 48 hours during a cruise the allowance will continue to be paid as if the vessel had been continuously at sea. Payment for the first and last days at sea shall be at 50% of the appropriate rate for a full day at sea.
- b) No overtime will be payable for hours worked at sea. For the purpose of calculating hours worked when in receipt of Fisheries Enforcement Seagoing Allowance the following shall also apply:

- i) For each complete period of 24 hours at sea a maximum of 8 hours at time one may be credited towards hours worked within the 40 hour week;
- ii) After a maximum of 40 hours has been credited for a seven day period at sea any further time worked after 40 on shore shall be treated as additional hours;
- iii) For the first and last days at sea actual hours worked up to 8 hours per day may be credited.

For the purposes of this clause where a vessel to which an employee is assigned stops over in a port for less than 48 hours and the employee concerned is continuously assigned to the vessel for this period, payment of the allowance will continue to be made as if the vessel had been continuously at sea.

# SECTION 12: TERMS OF SETTLEMENT

Ministry for Primary Industries  
Manatū Ahu Matua



23 July 2019

NUPE Organiser

Dear Les

2019 Terms of Settlement

For the avoidance of doubt, we note that both parties are in the position that nothing is agreed until everything is agreed. The matters put forward in this letter of offer form part of an overall package and it is the whole package and not its individual components that is put to you as an offer for settlement.

MPI welcomes any clarification of items listed below, in the event that they do not accurately describe our offer.

1. Term: the new collective agreement will come into force on 1 July 2019 and expire on 30 June 2021.
2. Coverage: is amended to cover Fisheries Compliance staff up to Level 6 manager, excluding Support Officers. Three named individuals remain covered in Schedule A
3. Hours of Work: Compliance Service staff operating on an 80-hour fortnight will align to the 40 hour week, effective at a future date during this financial year. The Ministry has reinforced its commitment to flexible working to allow staff to flex hours over multiple weeks, with the use of additional hours/TOIL available where flexible working is not possible. Note: on-call work may fall within the 40 hour week, or as additional hours, depending on where the work falls within the week.
4. Leave – Long Service: after two weeks at 10 years, then one week every 5 years thereafter, and this will be retrospectively applied to staff who have passed a new qualifying 5-year mark.
5. Fisheries Compliance NUPE Pay Scale: MPI will apply a 2% increase to NUPE Compliance Services scale for each of two years, effective 1 July 2019 and 1 July 2020, with pay rates included in the Collective.
6. Fisheries Compliance GSR Pay Scale: pay rates included in the Collective (in line with government expectations). Transition is onto the next step effective 1 July 2019, and then up a step 1 July 2020 if a step exists.
7. Allowances: the in-charge vessel allowance will be lifted from \$8 to \$20, effective date 1 July 2019.

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Wellington 6140, New Zealand

[mpi.govt.nz](http://mpi.govt.nz)



8. Legislative etc updates: the parties have made technical amendments to comply with the ERA updates including meal and rest breaks, Domestic Violence, civil emergency leave, and the Holiday's Act. These are tracked in the draft CA.
9. One-off payment: in recognition of the ability to pass these terms and conditions to other MPI staff with the same effective date, MPI will make a one-off payment to staff who are NUPE members as of ratification to the value of \$800 gross, and not for anyone joining after.
10. Removal of Administration Fee: MPI will no longer charge the 2.5% processing fee for union deductions.
11. Health & Safety: the parties commit to jointly work on the health and safety issues important to Fishery Officer and managers, including current work on OC spray and body cameras.

MPI agrees that in the unlikely event it agrees to different terms and conditions with any other union for the same coverage group, it will meet with NUPE to negotiate how such terms and conditions may be passed on to NUPE members. There is no intention for anyone covered by this collective to paid less.

Yours sincerely,

Erina Clayton  
Director Human Resources

Charles Fergusson Building, 34-38 Bowen Street  
Wellington 6140, New Zealand

[mpi.govt.nz](http://mpi.govt.nz)

## SECTION 13: SIGNATORIES TO THE AGREEMENT


Dated at Wellington this 25<sup>th</sup> day of August 2019

The Director-General of the Ministry for Primary Industries acting under delegation from the State Services Commissioner.

 Ray Smith

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For and on behalf of NUPE

 Les Bryce 22/8/2019

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## **SCHEDULE 1 NAMED PARTIES**

The following employees who are not Compliance Officers are covered by this Agreement:

Grant Fletcher  
Heather Williams  
John Henare

## SCHEDULE 2 GRANDPARENTED PROVISIONS

The following provisions apply only to those employees who are covered by this Agreement and who meet the qualifying service requirements stipulated for each entitlement.

### 1. Long Service Leave

#### 1.1. Employees Who Were NUPE Members Before 26 August 2008

Employees who were engaged and members of NUPE at 26 August 2008 are entitled to paid long service leave in accordance with the following option **Option**

##### Entitlement

Upon completion of each year of continuous qualifying service	1 day per year
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##### Conditions of Use

Long service leave may be taken after completing 5 years of qualifying service in a block of up to 5 days. In each subsequent complete year after completing 6 years of qualifying service 1 day of long service leave may be taken in each year.

Accumulated leave may be taken in blocks of up to 10 days.

### 2. Retiring Leave

Employees who were engaged before 1 May 2013 are entitled to retiring leave on the basis set out in this clause. An employee may take retiring leave or resigning leave, but not both. Any anticipation of retiring leave will be deducted from any resigning leave taken.

#### 2.1. Entitlement

Retiring Leave will be granted provided the employee has completed ten or more years' service and the retirement is the permanent cessation of regular paid employment.

#### 2.2. Options

An employee may retire:

- Voluntarily
- On Medical grounds (requiring a medical certificate from a doctor acceptable to the Ministry)
- By agreement between the Ministry and the employee

### 2.2.1.

When the Ministry (and where appropriate the employee's representative) considers that inadequate performance may be due to the employee having reached the point at which retirement would be in the employee's best interest, retirement shall be offered to the employee as an alternative to the continuation of the disciplinary process.

### 2.2.2.

Subject to the provisions of Clause 2.1 being met, employees shall be entitled to retiring leave as set out in Tables A and B below:

For employees with part-time service retiring leave will be calculated on a pro-rata basis according to their length of service.

- Note: 1 All service is calculated on the basis of a calendar year.  
2 Where Retiring Leave is paid, there will be no entitlement to any additional payment for Cessation Leave (clause 8.4.6).

TABLE A

Entitlement (in working days) with Service of Years and Months Specified

Months Years	0	2	4	6	8	10
10	22	23	24	24	25	26
11	26	27	28	29	29	30
12	31	31	32	33	34	34
13	35	36	36	37	38	39
14	39	40	41	41	42	43
15	44	44	45	46	46	47
16	48	49	49	50	51	51
17	52	53	54	54	55	56
18	56	57	58	59	59	60
19	61	61	62	63	64	64
20	65					

TABLE B

Entitlement (in working days) with Service of Years and Months Specified

Months Years	0	2	4	6	8	10
25	65	66	66	67	68	69
26	69	70	71	71	72	73
27	74	74	75	76	76	77
28	78	79	79	80	81	81
29	82	83	84	84	85	86
30	86	87	88	89	89	90



31	91	91	92	93	94	94
32	95	96	96	97	98	99
33	99	100	101	101	102	103
34	104	104	105	106	106	107
35	108	109	109	110	111	111
36	112	113	114	114	115	116
37	116	117	118	119	119	120
38	121	121	122	123	124	124
39	125	126	126	127	128	129
40	131					

### 2.2.3.

- a) An employee who has established eligibility to retire on medical grounds shall be granted a minimum of 65 working days retiring leave regardless of length of service, with the exception that an employee with more than 25 years' service may be granted additional leave in accordance with Table B in Clause 2.2.2.
- b) For employees whose services are dispensed with through no fault of their own, before retiring, the Director-General will consider granting retiring leave in accordance with this Table:

<b>Qualification Required</b>	<b>Retiring Leave (working days)</b>
Completion of 15 years' service	65 days
Completion of 10 and under 15 years' service	44 days
Completion of 5 and under 10 years' service	22 days

### 2.2.4.

For the purposes of retiring leave the Director-General will recognise previous service provided that periods of service shall not be broken by more than 3 months and provided that all resigning leave, retiring leave, marriage leave and "release leave" granted to Regular NZ Armed Forces personnel, paid in respect of any period of previous service, is to be deducted from the retiring leave on final retirement.

### 2.2.5.

Retiring leave may be paid in fortnightly instalments or as a lump sum.

### 2.2.6.

An employee who has more than 20 years continuous service, or is eligible to retire on the grounds of age or service, shall be entitled to anticipate retiring leave.

## 2.3. Grant in Lieu of Retiring Leave

On the death of an employee the Director-General may approve a cash grant in lieu of retiring leave to:

- a) The surviving partner; or
- b) Dependent children; or
- c) The estate of a deceased employee.

### **3. Resigning Leave**

#### **3.1. Resigning Leave**

Resigning leave, as set out in the following table, may be granted to employees who resign from MFish having completed service as follows:

<b>Years of Service</b>	<b>Leave Working Days</b>	<b>Years of Service</b>	<b>Leave Working Days</b>
20	32	30	46
20.5	33	30.5	47
21	34	31	48
21.5	34	31.5	49
22	35	32	49
22.5	36	32.5	50
23	36	33	51
23.5	37	33.5	51
24	38	34	52
24.5	39	34.5	53
25	39	35	54
25.5	40	35.5	55
26	41	36	55
26.5	42	36.5	56
27	42	37	56
27.5	43	37.5	57
28	44	38	58
29	45	39	59
29.5	46	39.5	60

Service is defined as current unbroken service. Previous service is not creditable for resigning leave.

##### **3.1.1.**

Resigning leave is payable only to those employees who have given three months' notice of resignation, and where the work record is satisfactory. An employee may take resigning leave or retiring leave, but not both. Any anticipation of resigning leave will be deducted from any retiring leave taken.

##### **3.1.2.**

Where an employee has taken long service leave prior to resignation, the resigning leave due is to be reduced by the amount of long service leave taken but for each complete period of six months worked after the taking of long service leave, an additional credit of one day is to be granted up to a maximum of twenty days.

##### **3.1.3.**

Where an employee resigns on the grounds of ill health the full resigning leave entitlement will be granted and no reduction will be made for any long service leave taken.

### 3.1.4.

Resigning leave entitlements for reduced hour or part-time employees will reflect the pattern of service of the employee.

## 4. Travelling Provisions

Employees who were engaged before 1 May 2013 shall be entitled to the provisions of this clause instead of the provisions of clause 6.8 of this Agreement.

### 4.1. Choice between Travel Allowance or Actual & Reasonable Reimbursement

An employee required to travel within New Zealand on official business and who is required to stay overnight, shall be paid:

- a) reimbursement of actual and reasonable accommodation costs; and
- b) for meals and other incidental costs the employee must choose before commencing the travel either actual and reasonable expenses as detailed in (i) below, or a travelling allowance as in (ii) below.
  - (i) Actual and reasonable reimbursement of up to the following rate for meals: \$30 for breakfast, \$33 for lunch, \$69 for dinner for each 24 hour period; plus an incidentals allowance of \$10 per day or part of a day for incidental expenses not otherwise recoverable.

NB: Where the rates specified in subclause 3.1 (b)(i) above are insufficient over the whole of a particular period of absence from headquarters to meet meal expenses an employee may, with the approval of their manager, instead be reimbursed actual and reasonable charges for meals above those rates.

- (ii) A travelling allowance of \$91.36 (effective 1 July 2019) for each day; plus an Incidentals Allowance of \$10 per day or part of a day for incidental expenses not otherwise recoverable

This travelling allowance will reduce by the following amounts where meals are either provided, or not required to be purchased:

Breakfast	\$22.84 (effective 1 July 2019)
Lunch	\$22.84 (effective 1 July 2019)
Dinner	\$45.68 (effective 1 July 2019)

NB: Breakfast and lunch provided by airlines are considered as meals provided.

## **4.2. Annual Review**

The allowance set out in 3.1(b)(ii) above will be changed annually (effective 1 July) as per the annualised change to the “Restaurant meals and ready-to-eat food” prices as posted on the Statistics website for the March quarter.

## **4.3. Private Stay**

Employees who stay privately shall be paid an amount to cover both accommodation and meals as per the travelling allowance set out in 3.1(b)(ii) above, except that no deductions will be made for meals provided by the host.

## **5. HOURS OF WORK**

This Section applies to the following employees:

John Henare (other than 5.1.1)

Grant Fletcher

Heather Williams

Any variation in hours of work and related provisions in the Agreement may be implemented during the term of this agreement following agreement of the parties.

### **5.1. Hours of Work**

#### **5.1.1.**

The hours of work for employees engaged under this section shall be 37 hours and 55 minutes per week between the hours of 8.00am and 5.05pm.

#### **5.1.2.**

An employee should, wherever possible, be granted the opportunity of working flexible working hours and an employee who works such hours shall, if so required, record one or more of the following:

- a) Commencing and finishing times each day;
- b) Number of hours worked (either daily hours with a final total, or cumulatively);
- c) Credit hours or debit hours accumulated each day (including flexible lunch break credit or debit);
- d) Particulars of daily absences, e.g. sick leave, annual leave, leave without pay etc.

Provided that an employee may be required temporarily to start and/or finish ordinary hours of work outside the hours specified above.

Provided further that subject to such conditions as the Director-General may prescribe, all ordinary hours of work outside those specified above shall be paid for at the rate of T1.5 for the first three hours and T1.5 with .5 proportionate time off in lieu thereafter.

Provided that the hours of work under any scale may be reduced by the Director-General for any employee, at the employee's request, on such conditions as may be approved, as outlined in MPI Flexible Working Options policy.

Provided that an employee working full time may be permitted to work reduced hours for up to 12 months where there are special circumstances. A further period of 12 months may be approved by the Director-General after the arrangements have been tested in practice.

Note: Under the Employment Relations Act an employee can request changes to their employment arrangements such as flexible working conditions.

If an employee asks for flexible working conditions MPI is required to consider and respond to that request.

## **5.2. Overtime**

Overtime applies only to employees named above. Employees will be expected to work such hours as required by the job. However, MPI gives an undertaking not to unnecessarily expose employees to excessive hours of work.

### **5.2.1.**

"Overtime" is properly authorized time worked as follows:

#### Monday - Friday:

All hours worked (either full-time or part-time) after working eight hours at ordinary time rate for the day (or such reduced hours as the Director-General may authorise), however employees on flexible working hours may be paid overtime regardless of their starting time provided that the overtime hours do not start before 4:35pm;

Provided that overtime hours worked may not be counted toward flexible time or ordinary hours worked, and employees may be required to eliminate any working time debit within the limits of flexible working time before becoming eligible for payment of overtime.

#### Saturday, Sunday or Public Holiday:

All time worked.

#### MPI Holiday:

All hours worked after completing eight hours at ordinary time rate.

## **5.3. Overtime Rates**

For the calculation of overtime, salary or wages are deemed to include higher duties allowances.

Note: Subject to Clause 5.3.1 below, overtime rates as set out in this Clause shall apply to work providing the work has been properly authorised and supervised, and any other allowances in lieu of such work are not also payable.

### **5.3.1.**

Subject to Clauses 5.3.5 below, overtime shall be paid at the rate of time one and a half (T1.5) for the first three hours and time one and a half (T1.5) with .5 proportionate time off in lieu thereafter.

Except that all overtime worked as specified below shall be paid at the rate of time one and a half (T1.5) with .5 proportionate time off in lieu:

- a) Between 10:00pm and 6:00am;
- b) Between midday Saturday and 6:00am Monday; and

Except that T1 overtime shall be paid plus a day off in lieu:

- c) On Public and MPI holidays falling between Monday and Friday

### **5.3.2.**

An employee required to work overtime, other than as an extension of duty, on a Saturday, Sunday or Public Holiday shall be paid a minimum payment equal to three hours at the appropriate rate.

On the day on which daylight saving ceases, any additional time worked because of the alteration of clocks back by one hour will be paid as overtime at the rate of time one and a half (T1.5) with 0.5 proportionate time off in lieu.

### **5.3.3.**

Managers should ensure that employees are given the opportunity to take any time off in lieu accumulated. Subject to mutual agreement between the Director-General and the employee, time off may be granted on the following basis:

- one hour off for each hour of overtime worked.

### **5.3.4.**

Where allowances in lieu of overtime are prescribed, the allowance will be payable during periods of annual leave, sick leave and special leave on pay provided that the employee returns to the duties that attract the allowance; however if an employee has been in receipt of the allowance for at least 12 months then this provision does not apply. Payment of the allowance is not to be continued beyond one month of absence, nor is it payable for any period of retiring leave, leave without pay or long service leave.

## **5.4. Limits on Payment for Overtime**

The following limit on eligibility for overtime applies to employees named in this Schedule.

An employee in Range F or above of the MPI General Salary Bands is not entitled to overtime payments.

Provided that where a response has been declared by a Chief Technical Officer, employees who are directed to work outside standard hours shall be eligible for a one off response payments where more than 120 hours is worked over a three week period. Such payments are subject to prior approval by the Director-General for the additional hours worked. These payments will be calculated at overtime rates as above.

### **5.5. Minimum Break between Spells of Duty**

A break of at least nine continuous hours must be provided wherever possible between any two periods of duty.

Periods of duty include:

- a) Periods of normal work; or
- b) Periods of overtime that are continuous with a period of normal work; or
- c) Full period of duty call back duty.

This requirement to provide a break wherever possible applies whether or not any additional payment will apply under the provisions of this clause.

If a break of at least nine continuous hours cannot be provided between periods of qualifying duty, the duty is to be regarded as continuous until a break of at least nine continuous hours is taken and it shall be paid at overtime rates, with proper regard to the time at which it occurs and the amount of overtime which precedes it.

The penalty payment provisions of this clause will not apply in any case where the result would be to give an employee a lesser payment than they would otherwise have received.

Time spent off duty during ordinary hours solely to obtain a nine-hour break shall be paid at ordinary time rates. Any absence after the ninth continuous hour of such a break, if it occurs in ordinary time, shall be treated as a normal absence from duty.

Note: If a call-back of less than a full period of duty worked between two periods of duty or more a break of nine continuous hours must be provided either before or after the call-back. If such a break has been provided before the call-back it does not have to be provided afterwards as well.

## **5.6. Call Back**

An employee shall be paid for a minimum of three hours, at the appropriate rate, where she/he:

- a) Is called back to work after:
  - i) Completing their day's work; and
  - ii) She/he has left their place of employment; or
- b) Is called back before their normal time of starting work and does not continue working until such normal starting time; except that:
  - iii) Call backs commencing and finishing within the minimum period covered by an earlier call back shall not be paid for;
  - iv) 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.

## **5.7. Time off for Working on a Public or MPI Holiday**

An employee required by the Director-General (or other officer under delegated authority) to work on a Public or MPI Holiday shall be entitled to additional payment and time off as follows:

- a) MPI Holiday
  - When working ordinary hours of work: - shall be granted a day off (or proportionate part) in lieu. Penal payments are not to be made. T1 only is paid.
  - When working overtime: - shall receive overtime payments only after working in excess of eight hours. A day off in lieu of the ordinary hours worked before overtime payments commence, shall be granted.
- b) Public Holidays: - employees shall receive T1.5 for time actually worked and an alternative day off in lieu.