

COLLECTIVE EMPLOYMENT AGREEMENT

BETWEEN

Ministry for Primary Industries (MPI)

AND

Border Ops Association (BOA)

2019-2021

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BACKGROUND

This Agreement has been developed through a process of constructive engagement between representatives of MPI and the BOA.

This is the second Agreement for the parties, and is for a term of approximately 24 months. The parties have entered into it on the clear understanding that MPI continues to improve its operational model in order to deliver a modern and effective service to protect New Zealand from biological risk; which at the same time recognises the needs of members of the BOA with regard to market related remuneration and other matters which directly impact them, such as the continued emphasis on greater flexibility for deploying staff.

Therefore it is agreed that the parties will continue with a joint approach (appropriately resourced by MPI) to reviewing aspects of the operational model within the first year of the term of this Agreement, the intention being that on completion the changes mutually agreed through that process will, subject to the parties' respective ratification processes, be given effect by a formal variation to this Agreement.

Beyond that process, it is acknowledged that ongoing changes may be required as the needs of the respective parties change over time. Therefore, this Agreement should be viewed as a living document, with changes likely to be required during its term, whether at the instigation of MPI or the BOA.

To operate effectively in that manner requires a high level of trust, but the settlement of this Agreement has demonstrated that the parties can work together constructively to achieve outcomes of mutual interest.

Whereas MPI would have preferred greater ability to require changes to this Agreement during its term, such as in relation to hours of work, it accepted the BOA's assurances that in future MPI could expect the same kind of pragmatism that gave rise to this Agreement, if it constructively engages with the BOA on any such issue.

While neither party is compelled to agree to any proposal to vary this Agreement, there are certain provisions specifically identified in this Agreement where neither party may withhold its agreement unreasonably to such a proposal.

1.0 APPLICATION OF AGREEMENT

- 1.1** For those employees who become covered by this Agreement it constitutes the full and entire employment agreement with MPI and supersedes all previous contracts and/or agreements.

2.0 PARTIES TO THIS AGREEMENT

- 2.1** This Agreement is made between the Ministry for Primary Industries (MPI) referred to as the 'employer'.

AND

- 2.2** The Border Ops Association (BOA) referred to as the 'union'.

3.0 TERM OF AGREEMENT

- 3.1** This agreement comes into force on 1 July 2019 and will end on 30 June 2021.

4.0 COVERAGE

- 4.1** This Collective Agreement will cover all BOA members employed by MPI in its Border Clearance Services directorate, except for all Managers at Level 5 or above that have employees reporting to them, or other employees as agreed between the parties in writing.

5.0 INTENT OF THE PARTIES

The parties shall:

- 5.1** Deal with each other in good faith;
- 5.2** Be active and constructive in establishing and maintaining a productive employment relationship;
- 5.3** Be responsive and communicative with each other;
- 5.4** Attempt to reach a timely and practicable manner of any issues that may arise between them while this agreement is in effect; and
- 5.5** Deal with employees bound by this agreement in good faith.

6.0 VARIATION OF EMPLOYMENT AGREEMENT

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

7.0 EMPLOYER'S POLICIES AND PROCEDURES

- 7.1** The employer may (subject to the express provisions of this agreement), issue or amend policies or procedures that will apply to its employees.
- 7.2** Before issuing or amending policies or procedures that could affect the conditions of employment of employees covered by this Agreement, the employer will consult with the union and with affected employees covered by this Agreement.
- 7.3** Employees bound by this Agreement will use their best endeavours to comply with all lawful and reasonable policies or procedures of the employer.

8.0 DEFINITIONS

BOA: Border Ops Association

Commission: State Services Commission

Day: means the period from midnight to the next succeeding midnight

Director-General: The legally authorised head of MPI or other MPI employee with the appropriate delegated authority.

Duty: Means the period of time worked between start and finish of continuous work/duty (even if that spans midnight).

Employee: Means an individual whose employment conditions are covered by this Collective Agreement

Irregular and/or intermittent employee: Means permanent or fixed term, full-time or part-time employee who has no identifiable pattern to the days and hours of 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.

Last Period of Duty: Means the last period actually worked before an employee proceeds on leave, resigns, retires. An employee will attend work up to and including this duty.

Manager: Means the employee in charge of each Section, Group or Team of other employees, at any work location.

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MPI: Ministry for Primary Industries (Manatū Ahu Matua)

Previous Service: MPI will recognise previous permanent or temporary service (full or part time) with:

- a the Ministry for Primary Industries, or its predecessors; and
 - b those organisations listed in Schedule 1 of the State Sector Act 1988 at the date that crediting of previous service is applied for; and
 - c Parliamentary Service; and
 - d NZ Defence Force & NZ Police if relevant to your role
- for the purpose of calculating Leave and Redundancy entitlements.

Recognition of previous service will be subject to:

- a for Annual and Sick Leave, periods of service shall be of at least 12 months duration and have ended within five years of the current appointment to MPI;
- b for Long Service, periods of service shall not be broken by more than three months;
- c for Redundancy Compensation and Cessation Leave, periods of service shall not be broken by more than one month.

No service which ended with you accepting a redundancy package will be counted as previous service, except for Sick Leave purposes, where you will earn sick leave at the rate of 12 days per annum from the start (up to a maximum of 260 days).

MPI may recognise other relevant service if this is considered essential for recruitment purposes.

Quarantine staff:-Employees in Border Clearance Services

Roster: The published duty period and patterns generating the level of coverage required which shows the distribution of time on and off duty. The roster is published in advance at least one month prior to the commencement of a periodic roster cycle.

Salary: the contracted annual remuneration for a year's work.

Shift: Shifts are defined as rotating duties falling wholly or substantially outside the hours of 6am-6pm and/or Monday to Friday.

Shifts will not arise where there is a temporary variation of short duration in the hours of work at any workplace. Where there is a temporary variation for any period of up to five weeks in the hours of work at any workplace, the employees affected will be paid at overtime for that period.

Week: Means the number of days an employee usually works each week.

Year: Means 12 months (365 or 366 days). For Leave purposes refer Section 16 of the Holidays Act.

9.0 HOURS OF WORK

MPI has **Hours of Operation** for different parts of the business, which are the days/hours the business may need to deliver its services/operations.

9.1 Combined Operations Pay Scale (COPS) Hours

For roles covered by the Combined Operations Pay Scale (COPS) - depending on the employee's role - their work may be scheduled in recognition of operational requirements. COPS staff may work anytime Monday to Sunday, up to an average of 40 hours per week. Their degree of scheduling and guaranteed hours of work will be specified in an individual's letter as their Actual Hours. This letter will, amongst other information, contain the following details:

- (a) the number of guaranteed hours of work, either full or part-time;
- (b) the hours of operation;
- (c) the scheduled start and finish times of work (if they exist);
- (d) the roster(s) or applicable site work arrangements (if any applies); and/or
- (e) the site(s) or region(s) to which the employee is appointed.

For employees covered by the Combined Operations Pay Scale (COPS), the various hours of work arrangements prevailing as at the start of this agreement will continue unless altered through the processes outlined under "Changes to Hours of Work".

Also, where an individual covered by the Combined Operations Pay Scale was appointed to a specific site, MPI will not require the individual to permanently work at other sites unless otherwise agreed or as a result of a formal change management process.

9.2 General Salary Range Hours

For roles covered by the General Salary Ranges, Monday to Friday, from 07.00am to 06.00pm. Employees are expected to work up to an average of 40 hours per week between these times. Any scheduling and/ or guarantee of those hours will be specified in an individual's letter as their Actual Hours. This letter will, amongst other information, contain the details outlined in clause 9.1 (a) – (e).

9.3 Changes to Hours of Work

Minor changes to start and finish times may be made following consultation. In this context "minor change" means a change of not more than 1 hour.

Where it is proposed to change a roster pattern (for example, from a 4/4 to a 4/2 pattern) or introduce a new roster pattern (including introduction or reduction/removal of hours attracting penal payments), a local group comprising management and Union representatives will be formed with the objective of reaching agreement on the proposal. Any such change will be subject to a formal variation of this Agreement, but no party may withhold its agreement unreasonably to a proposed change.

The first priority is to make genuine endeavours to implement change by mutual agreement through the process described above. However, where there are genuine and urgent operational or commercial reasons requiring an urgent change to rostered days or hours, which reasonably could not have been foreseen, MPI may introduce a change to existing roster days or hours for one month at a time (reviewable, should the solution take longer to establish) to enable the parties to constructively engage on the longer term solution to the issue.

MPI will make a genuine effort to work with individuals to minimise the effect that changes to work schedules have on their lifestyle (e.g. in the context of child care). This may involve a delay of the application of the changes to the individual, consideration of a transfer to another part of the business and other appropriate steps, as long as the effect of this is not unreasonable in the context of business requirements.

9.4 Minimum Requirements for Rosters:

- No more than 6 consecutive periods of duty of work in a row
- No less than 2 consecutive periods of duty in a row
- An average of at least 48 consecutive hours off per seven day average, based on the annualised roster pattern
- No more than 11 hours per duty
- No less than 3 hours per duty
- No split duty

The above minimum requirements can be amended, removed or expanded by agreement between MPI and BOA.

9.5 Requests for Flexible Work Arrangements:

Employees may request a temporary or permanent change to their hours of work by requesting a flexible work arrangement. Any agreed change to the hours of work will be documented in a variation letter. Requests for temporary changes of four weeks or less can be dealt with informally. MPI reserves the right to require a return to the hours of work applicable prior to the agreed changes if the flexible work arrangement has an unreasonably negative effect on the business.

9.6 Meal and Rest Breaks

The timing of breaks should reflect our commitment to operational efficiency and be taken at reasonable intervals within the daily work period. 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.

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Length of employee's work period	Minimum number of rest and/or meal breaks	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.
2.00 - 4.00 hours	1 x 10 minute paid rest break	In the middle of the work period
4.01 - 6.00 hours	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
6.01 - 10.00 hours	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
10.01 – 12 hours	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
12.01 to 14 hours	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
14.01 to 16 hours	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

Where employees are rostered for a period of duty of 11 hours and 25 minutes at the Auckland ITB, one paid meal break of thirty minutes duration will be notified to them on the daily work allocation sheet. A second paid break of thirty minutes being 3x10 minute paid rest breaks will also be notified. The first between two and four hours of commencement of duty; the second four hours after the end of the first break.

9.7 Minimum break of 9 hours

If a minimum break of 9 hours between two full periods of duty cannot be provided the duty will be regarded as continuous and the overtime rates will be paid as applicable.

9.8 Maximum Hours per Duty

Unless in exceptional circumstances, no employee will be required to work more than 12 hours in a row.

9.9 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.

9.10 On-Call Allowance

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

9.11 Additional Hours and Payment of Overtime

At times employees may be directed work hours in addition to their agreed hours of work or in addition to a normal rostered duty above the full-time hours for the role.

- On-Call Work: any unplanned additional hours worked while on call will be paid for a minimum of three hours (gate-to-gate) where the employee has to deploy to perform the work. If the employee is required to again return to MPI's workplace within that three hour period they will not receive another three hour minimum payment. Where the employee is required to work from where they are at the time of the call, time will be counted in blocks of 15 minutes, as per the On-Call Guidelines. This provision covers urgent on-call work, not work that can be left to the next working duty.
- Short-notice request for cover: any planned additional hours worked after completing the duty having left the place of employment and before returning to duty. Attendance to return to work in this circumstance is voluntary. Work will be paid for a minimum of three hours and on a gate to gate basis.
- Any additional hours worked that are not separate from the employee's usual hours (i.e. early start and/ or late finish) and any unplanned additional hours worked on a day off where the employee does not have to leave their home to perform the work will have no minimum hours attached to them.

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Payment of overtime for additional hours is only payable to employees whose role is covered by the Combined Operations Pay Scale (COPS); or

Paid overtime rates will be T1.5 for the first three hours and T2 thereafter, provided that T2 will be paid for Monday to Friday overtime worked between 10pm and 6am and for overtime worked from 10pm Friday to 6am Monday. Overtime will be calculated on the base rate for the position.

For all other employees TOIL at the rate of hour for hour will be available i.e. not paid.

Employees will be expected to work overtime when requested by MPI, with due consideration for the personal circumstances of the employees concerned.

9.12 Penal Rates

For BCS staff, a penal rate of T0.25 will be payable for hours that are not additional hours and that are worked between 6.00pm and 6.00am Monday to Friday and for time worked between midnight Friday and Midnight Sunday.

Note: Overtime and Penal Payments cannot be paid for the same hours. If circumstances make it possible for both payments to apply, the one providing the employee with the higher rate will apply. Overtime and TOIL cannot be claimed for the same hours.

10.0 REMUNERATION

10.1 Combined Operations Pay Scales - Border Clearance Services 25/25

CQO: Chief Quarantine Officer	ACQO: Assistant Chief Quarantine Officer
SQOT: Senior Quarantine Officer Technical	SQO: Senior Quarantine Officer
RQO: Regional Quarantine Officer	QO: Quarantine Officer
DDPT: Detector Dog Programme Trainer	SD: Scheduler
OGP: Operations Group Planner	OGR: Operations Group Rosterer
KA: Kennel Assistant	QA: Quarantine Assistant

All other positions are covered by the General Salary Ranges.

Effective 1 July 2019

BASE SALARY (25/25)	Border Clearance Services			
\$87,900	CQO 4			
\$85,429	CQO 3			
\$83,022	CQO 2			
\$80,684	CQO 1			
\$77,761	ACQO 2	SQOT 4	DDPT 4	
\$76,006	ACQO 1	SQOT 3	DDPT 3	
\$74,253		SQOT 2	RQO 2	DDPT 2
\$72,499		SQOT 1	RQO 1	DDPT 1
\$71,815		SQO 3		
\$69,475		SQO 2		
\$67,257		SQO 1	OGP 4	OGR 4
\$65,249			OGP 3	OGR 3
\$63,166		QO 4	OGP 2	OGR 2
\$61,148		QO 3	OGP 1	OGR 1
\$59,195		QO 2		
\$57,303		QO 1		SD 4
\$55,410		QA 4	KA 4	SD 3
\$53,581		QA 3	KA 3	SD 2
\$51,812		QA 2	KA 2	SD 1
\$50,100		QA 1	KA 1	

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Effective 1 July 2020

BASE SALARY (25/25)	Border Clearance Services				
\$89,658	CQO 4				
\$87,138	CQO 3				
\$84,682	CQO 2				
\$82,298	CQO 1				
\$79,316	ACQO 2	SQOT 4		DDPT 4	
\$77,526	ACQO 1	SQOT 3		DDPT 3	
\$75,738		SQOT 2	RQO 2	DDPT 2	
\$73,949		SQOT 1	RQO 1	DDPT 1	
\$73,251	SQO 3				
\$70,865	SQO 2				
\$68,602		SQO 1		OGP 4	OGR 4
\$66,554				OGP 3	OGR 3
\$64,429		QO 4		OGP 2	OGR 2
\$62,371		QO 3		OGP 1	OGR 1
\$60,379	QO 2				
\$58,449		QO 1			SD 4
\$56,518		QA 4	KA 4		SD 3
\$54,653		QA 3	KA 3		SD 2
\$52,848		QA 2	KA 2		SD 1
\$51,102		QA 1	KA 1		

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10.2 Step Progression on COPS:

- Progression within the range for the position (e.g. Quarantine Officers Q1 to Q4) will be on the basis of performance and is usually by way of movement to the next step within the range. Step progression takes effect on 1 July. 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/ range will be by appointment only and will require successful completion of a specific assessment process (e.g. move to Senior Quarantine Officer) or a standard Ministry appointment process. In the case of progression to Senior Quarantine Officer anyone appointed after 31 March but before 1 July will progress to the next step on 1 July the following year.

10.3 Annualisation of Penal Payments

Penal payments may be annualised where an employee is assigned to a regular pattern of work.

10.4 General Salary Range Positions

Your Remuneration will be reviewed annually in accordance with MPI remuneration procedures.

		Range F 1 July 2019 (314-370)	Range F 1 July 2020 (314-370)
'Maintenance and Stretch'	Max	\$88,559	\$89,445
'Growth and Target'	Top	\$77,008	\$77,778
	Step	\$76,238	\$77,000
	Step		
	Step	\$74,698	\$75,445
	Step	\$72,388	\$73,111
	Step	\$69,307	\$70,000
	Entry	\$65,457	\$66,111

11.0 TRAVEL

The objective of travel expenses or other expenditure associated with Government business is to ensure the employee is comfortable while involved in travel on official business and is never “out of pocket”. To this end all reasonable expenses will be met. Whilst actual expenditure is reimbursed neither travel nor any other activity is to be regarded as an additional source of income. The Ministry’s travel policy & guidelines apply.

11.1 Domestic Travel - Daily Incidental

The employee has a choice of claiming a daily incidental rate of \$10 per duty when travelling away from his/her location (\$5 for periods greater than 12 hours but less than 24 hours) or actual and reasonable reimbursement for incidental expenses.

12.0 OTHER ALLOWANCES & EXPENSES

As a general principle, Employees should not be financially disadvantaged in undertaking their duties. Where not otherwise covered in this section, employees may be reimbursed for “out of pocket” expenses, including damage to clothes or personal items, incurred in the course of their duty

12.1 Transfer Expenses

MPI shall provide reimbursement of transfer expenses for an amount negotiated at the time of appointment within six months of the appointment. Costs will be paid on production of receipts, or may be paid directly on invoice by prior arrangement with MPI.

12.2 Meals

The actual and reasonable expense of the meal will be reimbursed subject to prior approval by the employee’s Manager 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 which would not normally be bought; or
- To have a meal with a business associate or a client of MPI.

12.3 Laundering/Dry-Cleaning

Any Border Clearance employee on the COPS scale who is required to wear a uniform and/or protective clothing to carry out the functions of his/her position, will be entitled to a non-taxable net of PAYE annual allowance of \$245, pro-rated and paid fortnightly.

12.4 Special/ Higher Duties Allowance

12.4.1 General Salary Ranges: A higher duties allowance equivalent to a minimum of 5% of the individual's salary will be paid to an employee who is required to undertake the formal delegations for a higher graded role for a period of at least two weeks.

12.4.2 Where the role is on the COPS scale: the higher duties allowance will be at the equivalent of the first step of the higher role if required to undertake the formal delegations for a higher graded role for a period of at least two weeks. For less than two weeks, a duty HDA on a per duty basis will be paid at the rate of \$30 per duty, if required to undertake additional duties for at least a full duty regardless of length of duty. The Higher Duties Guidelines outline when someone becomes eligible for the HDA. ACQOs will not get paid a per duty higher duties allowance, this is part of their remuneration for the role.

12.5 Reimbursement of Expenses Incurred in Caring For Dependents

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 payment of actual and reasonable expenses incurred by the employee in caring for dependants. This provision applies where the situation is such that an employee cannot make alternative arrangements for the care of her/his dependants without incurring extra expenses.

13.0 PAYMENT OF EMPLOYEES

13.1 The employer may pay employees in arrears by direct credit at fortnightly intervals.

13.2 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.

14.0 REIMBURSEMENT OF EXPENSES

14.1 The employer shall reimburse employees for actual and reasonable expenses incurred by them in the course of performing their duties. Any expenses need to be evidenced by GST receipts. Relevant Ministry policies apply.

15.0 SUPERANNUATION

- 15.1** MPI will facilitate employees' participation in KiwiSaver in accordance with the KiwiSaver Act 2007.
- 15.2** For employees who are a member of the State Sector Retirement Savings Scheme or Government Superannuation Fund, the provision of any employer contribution shall be subject to the New Zealand Government's 'no double dipping' rules.

16.0 ANNUAL HOLIDAYS

After the end of each completed 12 months of continuous employment, an employee is entitled to not less than 4 weeks' paid annual holidays.

- 16.1** After five years current continuous service, eligible employees will receive an additional 0.4 weeks annual leave with respect to the sixth and each subsequent completed year of service. As part of MPI's accrual based leave system this entitlement will be advanced proportionately on a fortnightly basis.
- 16.2** Except as specifically provided by the Director-General, employees who in any one leave year have in excess of 35 days (including Saturday/Sunday) leave without pay for whatever reason (except 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.
- 16.3 Additional Leave**
The Director-General may, subject to operational requirements, approve a permanent increase to the annual leave entitlement for an employee in week lots. Generally this will be up to a maximum of six weeks total annual leave per annum. Salary will be decreased by 2% per annum for each additional week's leave entitlement granted.
- 16.4 Fixed term employees:** Employees who are employed by the employer to work for a fixed term of less than 12 months, or are employed by the employer on a series of fixed term agreements of less than 12 months, may be paid holiday pay at the same time as their wage or salary payments. Holiday pay paid in this way shall be an identifiable payment in their pay slip and pay records, and shall be at least 8% of their wages or salary.

17.0 PUBLIC AND MPI HOLIDAYS

- 17.1** You are entitled to Public Holidays in accordance with the Holidays Act 2003 and any amending or substituting Acts.
- 17.2** Due to the nature of MPI's business, you agree to work on any Public Holiday if required by MPI. However, unless specifically requested to do so, you shall not otherwise work on a Public Holiday.
- 17.3** If you are required to work on a Public Holiday that would otherwise be a working day for you, you will be paid for the hours you work at a rate of additional time one (T1) for all hours worked. You will also be entitled to an alternative day's holiday.
- 17.4** If you agree to work on a Public Holiday that would not otherwise be a working day, you will be paid for the hours you work at a rate of additional time one (T1) for all hours worked. No alternative day's holiday will be granted.
- **MPI Days:** In addition to Public Holidays, all employees will receive three MPI Holidays each year as prescribed by the Director General, not being a Public Holiday, Saturday or Sunday. These days will usually be the three consecutive working days immediately after Boxing Day. Where one, two or three of these days cannot be taken because you are required to work or are on-call you will be paid those days as a normal working day. The employee's next one, two or three leave days (they need not be consecutive if there is more than one) will be taken as their MPI Days. These days must be used before the next year's MPI days fall due, and will not be a Public Holiday, Saturday or Sunday. If MPI calls you in to work on any days that you have requested and had approved as MPI Day(s), MPI will pay you an additional T1.0 for all hours worked on that day(s) and you will be able to re-take that MPI day(s) as part of your next leave period. Provided that 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.
- 17.5** You will not be entitled to payment for a Public or MPI Holiday falling during a period of leave without pay or unpaid suspension, unless you have worked at any time during the fortnight ending on the day the holiday is observed. If you are on leave on reduced pay, you will be paid for the Public or MPI Holiday at the reduced rate.

- 17.6** If a Public Holiday falls on your rostered off-duty day, you will be granted equivalent time.

18.0 SICK LEAVE

18.1 Sick Leave

Employees shall be entitled to 10 days of paid sick leave per annum, increasing to 12 days following the completion of 2 years.

The employee may accumulate sick leave entitlements up to a maximum of 260 days.

The employee will contact the employer as soon as possible, but within four hours of commencement time if they are sick.

Sick leave shall be paid at the employees' relevant daily pay or average daily pay in accordance with the Holidays Act 2003. No deductions will be made for absences of less than two hours. An employee who works on a roster will be expected to organise their appointments to coincide with their days off however in an emergency the two hour absence will be recognised.

18.2 Special Sick Leave

Where the employee has insufficient sick leave to cover a period of absence, the Director- General will give genuine consideration to the provision of additional sick leave on pay along with a range of options to support employees return to work. Sick leave of any special nature will be included in the aggregate of sick leave taken; but such leave will be noted on employee's personal file.

18.3 Medical Certificate

Where absence on sick leave, whether with or without pay, extends beyond 5 consecutive working days, whether or not interrupted by off duty days, employees must, if requested, produce to their manager a medical certificate stating the probable period of absence.

The employer may require proof of sickness or injury within 5 consecutive working days if the employer

- a) Informs the employee as early as possible that the proof is required, and
- b) Agrees to meet the employee's reasonable expenses in obtaining the proof.

19.0 BEREAVEMENT/ TANGIHANGA LEAVE

19.1 Bereavement Leave / Tangihanga Leave

An employee shall be granted bereavement leave on full pay to discharge their obligations and/or 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). Some additional time needed for travel will also be considered. This overall entitlement is inclusive of, and not in addition to, the provisions of the Holidays Act 2003.

The Employer will allow the Employee to take:

- Three days' bereavement leave on the death of the Employee's spouse/partner, parent, child, brother, sister, grandparent, grandchild, or spouse's parent
- One day's bereavement leave for the death of any other person if the Employer accepts that the Employee has suffered bereavement as a result of the death. The employer will take into consideration: the closeness of the association between the employee and the deceased person; whether the Employee has to take significant responsibility for all or any of the arrangements for the ceremonies related to the death of the deceased person; and any cultural responsibilities of the Employee in relation to the death.
- One day's bereavement leave to attend an unveiling.

If an Employee suffers a bereavement while on annual leave, the Employer will allow the Employee to take any period relating to the bereavement as bereavement leave.

Where an Employee has been allowed to take annual leave but suffers bereavement leave before the holiday begins the Employer will allow the Employee to use bereavement leave in place of the annual leave for the period of bereavement.

20.0 SHIFT LEAVE

An employee covered by the COPS scale will earn and be able to take shift leave as per the Shift Leave guidelines.

21.0 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: 1 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.

Condition of Use

Long service leave may be taken upon the entitlement arising and can only be paid out in case of redundancy.

22.0 PARENTAL LEAVE

22.1 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.

22.2 Entitlement and Eligibility

a) Parental Leave:

- (i) Every employee who becomes pregnant shall be entitled to 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

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employee and their partner either concurrently or consecutively. This applies whether or not only one or both partners are employed by 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.
- f) A female employee may commence primary carer leave either on the day of confinement or adoption, or up to six weeks before the expected date of delivery or adoption.
- g) Primary carer or parental 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.
- h) An employee who is pregnant is entitled before taking parental leave; to take of up to 10 days special leave without pay for reasons connected with her pregnancy.
- i) 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 as leave. 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.

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22.3 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 positions.

- b) When an employee goes on parental leave the Ministry must at 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):
- (i) The same position if it is vacant at that time or a similar position to the one they occupied before commencing parent 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

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- 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 within 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.

22.4 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.

22.5 Ex-gratia Payment

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 week's leave on pay, i.e. at the rate applying for the six week's immediately following their ceasing duty.

The payment for who are quarantine employees will be calculated including any annualised penal payments, where relevant.

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

An employee who is absent on parental leave for less than six week's will receive that proportion of the payment that their absence represents in working days.

Any payment is to be based on the percentage rate of employment prior to absence on parental leave. However, a woman who works less than full

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normal hours for a short period only, prior to her confinement, may have her case for full payment considered by the Director-General.

An employee will not be eligible for a parental leave payment if their partner has or will receive a payment from another State Sector employer. They are entitled to one and only one payment and may choose who will receive it.

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.

23.0 OTHER LEAVE

23.1 Accident Leave

Accident leave will be granted pursuant to the Injury Prevention and Compensation Act 2001.

23.2 Jury Leave

An employee may be granted paid leave for jury service. Expenses may be retained by the employee but all jurors' fees are to be paid to MPI unless an employee elects to take annual leave or leave without pay in which case the fees may be retained.

23.3 Special Leave With or Without Pay

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.

Placement on return from discretionary leave without pay of more than three months is conditional on a suitable vacancy and salary range and location cannot be guaranteed. An employee who cannot be placed in employment on return shall be given one month's unpaid notice in writing that their employment is to be terminated.

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

- accompanying a partner on an overseas posting;

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- 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.

For approved extended discretionary leave without pay of up to three months, the position will be held open and service will be interrupted but not broken.

Employees who represent New Zealand in an international sporting forum may be granted paid or unpaid leave. The amount of paid or unpaid special leave will depend on the period of time the employee will be away and whether the sporting team is funded or not. Applications will be assessed on a case by case basis.

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

23.4 Volunteer Protection Leave

Leave for training or service in the Defence Forces shall be covered by the Volunteers Employment Protection Act 1973.

23.5 Study Leave and Assistance

All employees will be provided fair and equal access to professional development opportunities as per the Ministry's policy ("Organisational Procedures: Study Assistance").

23.6 Transfer Leave

An employee with a family, who is on transfer at MPI expense, may be granted paid leave to:

- visit their family
- assist with the transfer of family and effects. Such leave may be granted to cover actual travelling time plus two days.

23.7 Resigning Leave

These provisions are only applicable to Quarantine employees. Resigning leave, as set out in the following table, may be granted to an employee who resigns having completed service as follows:

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Years of Service	Leave Working Days	Years of Service	Leave Working Days	Years of Service	Leave Working Days
20	32	26.5	42	33	51
20.5	33	27	42	33.5	51
21	34	27.5	43	34	52
21.5	34	28	44	34.5	53
22	35	28.5	44	35	54
22.5	36	29	45	35.5	55
23	36	29.5	46	36	55
23.5	37	30	46	36.5	56
24	38	30.5	47	37	56
24.5	39	31	48	37.5	57
25	39	31.5	49	38	59
25.5	40	32	49	38.5	59
26	41	32.5	50	39	59
				39.5	60

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

Resigning leave is payable only to an employee who has given one month's notice of resignation, where the work record is satisfactory and MPI is certain that the employee is not leaving to work in competition with MPI. Payment may be withheld for a further two months to enable MPI to ascertain this.

Where an employee has taken long service leave prior to resignation, the resigning leave due is to be reduced by 20 days 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.

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.

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

An employee may take resigning or retiring leave, but not both. Any anticipation of one leave type (resigning or retiring) will be deducted from the other.

24.0 HEALTH AND SAFETY

24.1 Both the employer and employees shall comply with their obligations under the Health and Safety at Work Act 2015.

24.2 The employer shall so far as is reasonably practicable,:

- (a) Ensure the health and safety of its workers at work;
- (b) Provide employees with appropriate training, safety equipment and protective clothing; and
- (c) Comply with relevant codes of practice.

24.3 Employees shall:

- (a) Ensure they are familiar with the employer's health and safety policies and co-operate with any reasonable health and safety policy or procedure at the workplace that has been notified to them;
- (b) Comply with all reasonable instructions from or on behalf of the employer regarding health and safety;
- (c) Take reasonable care to ensure that in the performance of their employment they do not undermine their own health and safety or the health and safety of any other person; and
- (d) Report any risks, incidents or hazards that could cause harm to people in the workplace.

24.4 The employer will develop effective worker participation practices in consultation with its employees and the union.

25.0 DRUG TESTING

25.1 The employer may request that employees undergo drug and or alcohol testing as per the Ministry's policy.

26.0 BENEFITS

26.1 Eye Care

Employees shall be entitled to eye tests, eye care and eyewear as per the Ministry's guidelines.

26.2 Wellness Payment

Employees will be entitled to claim an annual wellness payment as per the Ministry's guidelines.

26.3 Employee Assistance Programme (EAP)

Employees will be able to access the Ministry's employee assistance programme as per the Ministry's guidelines.

27.0 OBLIGATIONS OF EMPLOYEES

27.1 Employees' Duties

Employees' work duties shall be specified in written job descriptions.

Employees' job descriptions shall be made available to them prior to the start of their employment, and at other times upon request.

The employer may amend employee's job descriptions, following consultation with them. However, where amendments are so extensive as to change the fundamental nature of an employee's position, and there is no mutual agreement, the change management provisions in this agreement shall apply.

27.2 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 or Integrity and Conduct and MPI policy, which is readily available to staff.

28.0 TERMINATION

In the case of permanent employees, one month's notice of termination of employment will be given by either party (provided that this may be varied by mutual agreement.)

In the case of all other employees, one week's notice of termination of employment will be given by either party.

Notwithstanding any of the above, in the case of serious misconduct MPI may dismiss an employee with a lesser period of notice than specified above, or without notice.

29.0 ABANDONMENT

An employee who is absent from work for three consecutive working days without appropriate authorization will be considered as having abandoned their employment, unless the employee is able to show they were unable to fulfil their

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obligations through no fault of their own. MPI will make reasonable efforts to contact the employee during the three day period of un-notified absence.

30.0 OBLIGATIONS UPON TERMINATION OF EMPLOYMENT

30.1 Employee Obligations:

Upon termination of employment, an employee must return all MPI property. Examples could include swipe card, uniform phone, e-device etc.

30.2 Employer Obligations:

Upon termination of employment, the employer shall promptly:

- (a) return to the employee any property belonging to the employee;
- (b) pay the employee any entitlements owing; and
- (c) provide the employee with a certificate of service within 14 days of receiving a written request.

31.0 DISCIPLINARY PROCEDURE

31.1 Employees suspected of wrongdoing will be dealt with in accordance with the following and the Ministry's relevant policies/ guidelines:

- (a) The entire process, including any investigation that might be deemed appropriate, will comply with the principles of natural justice.
- (b) The employee will be given the opportunity to seek independent advice and/or representation from their union in relation to the allegations.

31.2 If serious misconduct is established, the employer may:

- (a) Terminate the employee's employment, with or without notice; or
- (b) Take any other step.

31.3 If misconduct is established, the employer may:

- (a) Take corrective measures, including providing the employee with a warning; or
- (b) If the employee has already been given a final warning for relevant matters, terminate employment on notice.

32.0 SUSPENSION

Where circumstances deem it reasonable for the employer to address any alleged misconduct, it may, after discussing the proposal of suspension with the employee, and considering the employee's views, suspend the employee on pay while the matter is addressed.

33.0 CHANGE MANAGEMENT

MPI acknowledges the significant effect that change can have upon its employees. Where MPI's functions, organisation or responsibilities are restructured including the contracting out of services (other than provided for under the State Sector Act) such that the employee's position ceases to exist, or where the duties, functions or responsibilities of the position are significantly altered, then MPI 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.
- Treat staff affected by change fairly, and work to ensure that they feel fairly treated.
- Treat employees as individuals and consult with them about options on a case by case basis.
- Work to ensure that change is understood by all, and managers and employees are jointly involved in managing it.

MPI and BOA acknowledge that an essential feature of any employment relationship is that it is based on good faith and will not do anything either directly or indirectly to mislead or deceive each other.

MPI and BOA will behave towards one another in a manner that will maintain and increase trust and confidence.

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33.1 Consultation

MPI will consult with BOA, 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 their union. Any such input will be taken into account prior to change being confirmed. To facilitate that input, MPI will:

- Advise BOA and its members about change or potential change at the earliest possible time.
- Provide a briefing on change proposals, which may have a significant effect upon BOA members, with the opportunity for the BOA representatives to ask questions and seek clarifications prior to any general staff announcements.
- Provide a minimum period for consultation of 10 working days for change involving multiple sites or business units
- Where, however, a decision to change is beyond the control of MPI, MPI will notify BOA about the change as soon as possible.

33.2 Alternative Employment

Employees agree to take all reasonable steps to obtain alternative employment within and outside MPI, prior to any redundancy taking effect. Reasonable steps shall include applying for vacancies in MPI that employees are qualified to fill and that it would be reasonable to expect them to apply for. Any external offers of employment shall be immediately notified to MPI.

33.3 Assistance in Finding Alternative Employment

MPI will offer reasonable assistance to employees in finding alternative employment, both within and outside MPI, prior to any redundancy taking effect.

33.4 Base Salary Equalisation

Should a change process result in an employee accepting reassignment to a role with a lower base salary, it is the Ministry's choice to pay either:

- an on-going equalisation allowance equivalent to the difference between the employee's base salary at the time of reassignment and the proposed new base salary. This equalisation allowance will be abated by any subsequent increases to base salary, or
- a lump sum equalisation allowance equivalent to the difference between the employee's base salary at the time of reassignment and the proposed new

salary for a two year period (unabated). This lump sum will be paid in four equal six monthly instalments with the first instalment payable at the date the reassignment commences. This entitlement ceases with the end of employment. No repayment will be sought.

33.5 Notice of Redundancy

If employees are unable to find suitable alternative employment, they will be given one month's notice of redundancy. This is in substitution for, and not in addition to, the notice provisions as set out in clause 28.0.

33.6 Redundancy Payment

An employee will be eligible to receive a Redundancy Payment, in accordance with the formula set out in clause 35, if, at the effective date of restructuring:

- a the employee's Position ceases to exist; and
- b they have fulfilled their obligations under clause 33.2; and
- c they have been unable to obtain suitable alternative employment within or outside MPI; and
- d they have had no less than 12 months' continuous service with MPI; and
- e either:
 - i there is no suitable alternative position within MPI that is vacant; or
 - ii there is a suitable alternative position (or positions) within MPI that is vacant and they have applied for that position or positions and not been offered the position.

33.7 Exclusion from Redundancy Payment

An employee will not be entitled to a Redundancy Payment if MPI transfers its operations, or part thereof, to another Employer and:

- a the employee is offered a suitable alternative position by that Employer on terms and conditions that are similar or no less favourable to their current terms and conditions; and
- b the new Employer agrees to treat the employee's service with MPI as continuous.

33.8 Dependents' Compensation

In addition to the Redundancy Payment, if the employee's position ceases to exist they may be entitled to Dependents' Compensation as set out in clause 35.3, subject to:

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

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- i in paid employment; or
 - ii in receipt of a state benefit; or
 - iii in receipt of a basic grant or an independent circumstances grant under the Student Allowances Regulations; and
- includes children for whom the employee is paying a liable parent contribution in accordance with Inland Revenue requirements.
- b Where both parents' Positions cease to exist, only one parent can claim Dependents' Compensation. It is the employee's choice as to which one claims.

33.9 Total Gross Payment

The total gross payment possible under clauses 33.6 and 33.8 (Redundancy Payment and Dependents' Compensation) is capped at a maximum of gross \$55,000.

33.10 Cessation Leave

In addition to the Redundancy Payment and Dependents' Compensation, if the employee's Position ceases to exist, they will be entitled to Cessation Leave in accordance with the tables set out below, which will be paid in addition to any outstanding Annual Leave.

Cessation Leave for Employees with fewer than 20 years' service	
Years of service	Entitlement (working days)
15	43
10 and under 15	29
5 and under 10	15
Under 5	Nil

Cessation Leave for Employees with greater than 20 years' service						
Months	0	2	4	6	8	10
Years						
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	days				

Part time employees will be paid Cessation Leave at the same rate that they would be paid for their usual working week.

34.0 EMPLOYEE PROTECTION PROVISIONS

Employees are entitled to certain protections in restructuring situations set out in the Employment Relations Act.

34.1 Vulnerable workers

Some employees who do certain jobs, as set out in the Employment Relations Act [Schedule 1A](#), can have their jobs transferred to the new employer. This happens if their work is to be performed by the new employer, unless the new employer is exempt.

Their rights and entitlements are set out in [Subpart 1 of Part 6A](#) of the Act.

34.2 All other employees

This clause applies in the event that the employer proposes to restructure (as defined in [section 69OI of the Employment Relations Act 2000](#)), and the work the employee performs may or will be performed for or by a new employer.

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

The employer will:

- (a) schedule talks with the new employer
- (b) tell the employee about the upcoming talks and the intended timeframes
- (c) tell the employee what will generally be discussed
- (d) arrange for senior representatives of the employer to engage in the talks with the new employer
- (e) subject to any statutory, commercial confidence or privacy issues, give the new employer all information about affected employees, including details of terms and conditions of employment
- (f) encourage the new employer to offer all affected employees jobs with generally the same or better terms and conditions
- (g) report back to the employee on the outcome of the meetings to the extent they relate to the employee.

Whether the employee is offered ongoing employment, and on what terms and conditions, will ultimately be the decision of the new employer.

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If the employee does not transfer to the new employer, the employer will determine what entitlements (if any) are available to the employee by discussing with the employee:

- (a) whether there are any options available to remain in employment with the employer
- (b) their redundancy entitlements under this agreement (if any), and what this could mean for the employee, including notice arrangements
- (c) whether the employer can offer any additional support to the employee, eg a reference.

The employer will consider the employee's comments and confirm in writing the outcome of these discussions to the employee.

35.0 CALCULATION OF REDUNDANCY PAYMENT

35.1 Ordinary Pay

'Ordinary pay' means basic taxable salary plus regular taxable allowances paid on a continuous basis that either attract overtime or penal time payments or are paid on an hourly basis for all hours worked, plus penal payments or allowances in lieu thereof for those employees where applicable. If you are on parental leave at the time of the restructuring, 'ordinary pay' will be the ordinary pay at the time of taking leave.

35.2 Calculation of Redundancy Payment

Redundancy Compensation will be calculated in accordance with the following formula:

- a 8% of your total Ordinary Pay for the preceding 12 months; and
- b 4% of your total Ordinary Pay for the preceding 12 months multiplied by the number of years of continuous service minus one, up to a maximum of 19; and
- c 0.333% of your 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; and
- d a percentage payment based on total Ordinary Pay for the preceding 12 months:
 - i 10% where service is between 1 and 3 years; or
 - ii 20% where service is between 3 and 5 years; or
 - iii 29.165% where service is 5 years or more.

35.3 Calculation of Dependents' Compensation

Dependents' Compensation will be calculated in accordance with the following formula:

- a 4.165% of total Ordinary Pay for the preceding 12 months for one person (other than a dependent child) who is dependent on you 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 child who is dependent on you.

36.0 UNION RELATED RIGHTS

36.1 Representation

- (a) The employer shall be notified of the election or appointment of any employee as a union delegate, and of any relevant designations such as head delegates or senior site delegates.
- (b) Delegates will be given reasonable opportunities to represent the interests of the union and its members during work time and without loss of pay.
- (c) If the employer feels a delegate's union activities are unduly impacting upon the delegate's ability to fulfil his or her obligations as an employee, the union and the employer shall seek resolve the matter in accordance with the dispute resolution procedures set out in this agreement.

36.2 Union Rights

MPI recognises the union, its delegates, officials and officers, as representing the collective and individual interests of its members under the BOA rules.

MPI also acknowledges the right of the union to elect, select and support their delegates and/or representatives according to its rules.

36.3 Union Meetings

BOA 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.

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

BOA 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.

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BOA 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 BOA 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.

36.4 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 using these facilities, delegates and members will observe all the employer's normal standards and policies that apply to such facilities.

36.5 Deduction of Union Fees

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

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

Where practicable, MPI will make arrangements to advise the BOA 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.

36.6 Employment Relations Education Leave

- (a) The union is entitled to allocate Employment Relations Education Leave to members employed by the employer. The amount of leave able to be allocated shall be [as specified in Part 7 of the Employment Relations Act 2000 / or specify statutory minimum amounts].
- (b) Employees taking Employment Relations Education Leave shall be entitled to be paid their relevant daily pay (or average daily pay) in accordance with the Holidays Act 2003).


37.0 RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

- 37.1** If the employment relationship is to be as productive as possible, it is important that all parties to the collective agreement, and employees bound by this agreement, deal promptly and effectively with any problems that may arise.
- 37.2** MPI and BOA acknowledge that an essential feature of any employment relationship is that it is based on good faith and will not do anything either directly or indirectly to mislead or deceive each other.
- 37.3** MPI and BOA will behave towards one another in a manner that will maintain and increase trust and confidence.
- 37.4** Information on how problems can be raised and worked through is attached as SCHEDULE ONE to this agreement.

38.0 SIGNATURES

DATED this 30th Day of July 2019

For and on Behalf of the Ministry for Primary Industries


.....

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

For and on Behalf of the Border Ops Association


.....

President

SCHEDULE ONE: RESOLUTION OF EMPLOYMENT RELATIONS PROBLEMS

This clause sets out how employment relationship problems are to be resolved.

1. Definitions

- (a) An 'employment relationship problem' includes:
 - (i) A personal grievance;
 - (ii) A dispute
 - (i) Any other problem relating to or arising out of the employment relationship.
 - (ii) It does not include any problem with negotiating new terms and conditions of employment
- (b) A 'personal grievance' includes a claim that an employee
 - (i) Has been unjustifiably dismissed; or
 - (ii) Has had his/her employment, or his/her conditions of employment affected to his/her disadvantage by some unjustifiable action by the employer; or
 - (iii) Has been discriminated against in his/her employment; or
 - (iv) Has been sexually harassed in his/her employment; or
 - (v) Has been racially harassed in his/her employment; or
 - (vi) Has been subject to duress in relation to union membership
 - (vii) Has not had their rights protected in relation to continuity of employment for employees affected by restructuring

In relation to individual employment agreements, it also includes a claim that an employee:

 - (viii) Was disadvantaged by their employment agreement not meeting legal requirements for:
 - i. agreed hours of work
 - ii. availability provisions
 - iii. shift cancellation
 - iv. secondary employment provisions
 - (ix) was treated unfairly when they lawfully refused work in specific circumstances
 - (x) Who made a protected disclosure had retaliatory action taken against them
- (c) A 'dispute' is a disagreement over the interpretation or application of an employment agreement.

2. Raising employment relationship problems

- (a) An employment relationship problem should be raised and discussed with the employee's manager as soon as possible.
- (b) The employee is entitled to seek advice and assistance from a union representative in raising and discussing the problem.
- (c) The employee, employer and union will try in good faith to resolve the problem.

3. Time limit of raising a personal grievance

An employee who believes he/she has a personal grievance must make the employer aware of the grievance within 90 days of the grievance arising (or of the employee becoming aware that he/she has a grievance).

4. Mediation

- (a) If the problem is not resolved by discussion, any party may (without undue delay) seek the assistance of the mediation services provided by the Ministry of Business, Innovation and Employment. The Ministry's contact details are 0800 20 90 20 or www.employment.govt.nz.
- (b) All parties must act in good faith with the mediator and each other in a further effort to resolve the problem.
- (c) Mediation is confidential and, if it does not resolve the problem, is without prejudice to the parties' positions.
- (d) Any agreed settlement of the problem signed by the mediator will be final and binding.

5. Employment Relations Authority

If the problem is not resolved at mediation, it may be referred to the Employment Relations Authority for investigation and determination.

SCHEDULE TWO: GRANDPARENTED SECTION

1.0 Retiring Leave

These provisions are applicable only to employees who started in MAF before 1 January 2001.

1.1 Entitlement

The Director-General shall provide retiring leave, as set out in the table below, to an employee who is able to demonstrate to the satisfaction of the Director-General that they are intending to:

- Retire from regular paid employment; or
- Retire from work on medical grounds; or
- Leave with dignity.

Provided that the employee has:

- At least 10 years continuous service with MPI; and
- Given at least three months' notice of cessation.

All service is calculated on the basis of a calendar year.

Where retiring leave is paid, there will be no entitlement to any additional payment for Cessation Leave. For an employee with part-time service, retiring leave will be calculated on a pro-rata basis according to their length of service.

Retiring Leave 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
20-24	65	65	65	65	65	65
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					

MPI and BOA Collective Agreement 2019

An employee who has established eligibility to retire on medical grounds, or who is leaving with dignity, shall be granted a minimum of 65 working days retiring leave regardless of length of service. An employee with more than 25 years' service may be granted additional leave in accordance with the above table.

For an employee whose services are dispensed with through no fault of their own, the Director-General will consider granting retiring leave in accordance with the following table:

Qualification Required	Retiring Leave (working days)
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

An employee may take resigning or retiring leave, but not both. Any anticipation of one leave type (resigning or retiring) will be deducted from the other.

1.2 Method of Payment

Retiring leave may be paid following cessation of duty for reason of retirement in fortnightly instalments or as a lump sum. There will be no entitlement during that time to annual leave, public holidays, sick leave, ACC leave or similar.

1.3 Anticipation

An employee, who has more than 20 years continuous service, shall be entitled to anticipate retiring leave to allow reduced days or hours or for a block of leave. MPI will work proactively with employees to develop a suitable flexible working arrangement or similar. An employee who anticipates blocks of retiring leave rather than reduced days or hours may do so provided they return to work at MPI for at least 6 months following the block of leave.

1.4 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:

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

2 Split period of duty

A split period of duty is two periods of duty within 24 hours with an unpaid break in between. A split period of duty does not include periods of duty broken only by a meal break provided for in this agreement. For rosters with a split duty, existing prior to the ratification of the 2019 CA. Those Employees required to work a split period of duty will be paid an additional payment of one hour's base pay for each rostered split period of duty worked.

APPENDIX 1: Terms of Settlement

Security Classification - None

Ministry for Primary Industries
Manatū Ahu Matua



22 July 2019

BOA President

Dear Tim

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. Coverage

The new collective employment agreement will cover all current and future BOA members employed by MPI in its Border Clearance Services Directorate, except for all managers at Level 5 or above that have employees reporting to them.

2. Term

The new collective agreement will come into force on 1 July 2019 and expire on 30 June 2021.

3. Pay & Pay Systems

'COPS' Staff: the pay rates for all Border Clearance Services positions covered by the 'COPS Pay Scale' apply for the term of the agreement. Staff will receive a 2% increase on their overall pay for each year of the collective, effective 1 July 2019 and 1 July 2020. This does not supersede or eliminate the yearly step increase as per agreement.

GSR PAY: GSR F: pay rates included in the collective (in line with government expectations). Transition is onto the next step effective 1 July 2019 (or up an additional step if less than \$1000), and then up a step 1 July 2020 if a step exists.

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Wellington 6140, New Zealand

mpi.govt.nz

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4. Leave

MPI Days: As of 1 July 2019 all BCS staff will receive 3 MPI days annually. Leave to be allocated as per MPI policy.

Long Service Leave: Amending provisions to offer 2 weeks' leave at 10 years, then one weeks' leave every subsequent 5 years of service thereafter.

5. Rosters

We have further clarified minimum requirements for rosters for better and clearer collaboration on future roster discussions.

6. Higher Duties Allowance

An allowance equalling \$30 per duty will be payable to staff that qualify, in line with the Higher Duties Allowance guidelines. This will be effective from 1 September 2019.

7. On Call

Clarification of 'on call' work. 'On call' work will be counted in blocks of 15 minutes.

8. Short Notice Work

Short Notice Work is classified as work that you have been requested to come in and do while you are on your Rostered Days Off. Any Short Notice Work is to be paid gate to gate and a minimum of 3 hours. Any request for additional work that is not short notice is not paid gate to gate, unless another previous arrangement has been made with your manager beforehand. Short-notice work is voluntary.

9. Legislative Updates

Technical amendments have been made to areas around meal and rest breaks, civil emergency and domestic violence leave, the Holiday's Act and any other area legislatively necessary to comply with changes and amendments within the Employment Relations Act 2000.

10. Grandparenting

The parties have grandparented clauses relating to split periods of duty, applicable to some existing BCS rosters. Both parties agree split shifts are not desirable.

11. Work During the Term

Continued Collaborative Approach

MPI and BOA commit to continuing a collaborative and productive working relationship. And intend to work jointly on the following current areas of interest, noting the parties may amend this list by agreement:

- The changing nature of work including structure, process and systems change. BOA will participate in working groups and have opportunities to take a leadership role in development and implementation.
- Staff development opportunities that would benefit not only BOA members, but also MPI from a developing and learning perspective, including, but not limited to formal and informal training (external auditing, new approaches to Health and Safety, as well as other areas)

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- Remuneration, including prioritising allowances for Chief Quarantine Officers and the application of penal and other allowances for BOA members. This also includes on-call allowances, where BCS on-call arrangements are currently under review, with an intent to review and check relativities to similar agencies by 1 July 2020.
- Continuous improvement, for example a policy on the implementation of shift swaps between rotational and current 'fixed' positions.

12. Engagement Processes

The current monthly forum for Regional Commissioner Central and South, an HR representative and the BOA relevant organisers/national delegate meetings, be changed to a quarterly meeting structure, with an understanding that serious or urgent issues will be discussed in a similar but separate format when and if appropriate.

13. One-off payment

In recognition of the ability to pass these terms and conditions to other MPI staff, MPI will make a one-off payment to staff who are BOA members as at the date of ratification of this collective to the value of \$800 gross, and not for anyone joining after.

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 the BOA to negotiate how such terms and conditions may be passed on to BOA members.

Yours sincerely,



Erina Clayton
Director Human Resources