

Ministry for Primary Industries (MPI)

Professional Verifiers Institute (PVI)

COLLECTIVE AGREEMENT

1 July 2019

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CHAPTER 1: ABOUT THIS AGREEMENT

1. PRINCIPLE

Foster a relationship of mutual trust, fairness and confidence to enable the parties to support MPI values and purpose.

Respect / Manaaki - Value People, Value Our Work

At MPI we support each other, value each other and recognise the work that we all do to achieve Our Vision of Growing and Protecting New Zealand.

Connect / Tuhonohono - Work Together, Build Partnerships

By forging strong relationships across MPI and with our partner organisations, we will strengthen our ability to achieve Our Vision of Growing and Protecting New Zealand.

Trust / Whakapono - Give Responsibility, Take Responsibility

We work at our best when we have clear parameters and autonomy to act within them.

Deliver / Mahia - Act With Purpose, Achieve Results

We are clear about what we need to do to achieve Our Vision of Growing and Protecting New Zealand.

2. COVERAGE OF AGREEMENT

Parties to the Agreement

The parties to this agreement are as follows:

Union party: Professional Verifiers Institute (PVI)
Employer Party: Ministry for Primary Industries (MPI)

Coverage

This Collective Agreement will cover:

- Verification Services directorate, including staff and Managers up to Level 5.
- All members employed by MPI in its Incursion Investigation & Surveillance Animal Health team who are veterinary qualified Surveillance Advisers, Senior Advisers, Principal Advisers or Incursion Investigators.
- For the purpose of coverage by this agreement, Live Animal Veterinarians and Certification Veterinarians are considered "Vet Verifiers".

Members who are casual employees are covered as outlined in Appendix 2.

Exclusions

The following will be excluded from coverage of this CA:
Managers (Level 4 and above).

3. TERM OF AGREEMENT

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

4. VARIATION OF THE AGREEMENT

MPI and PVI may agree to vary the agreement during its term following their individual ratification processes.

Customised Conditions:

For the purpose of improving the alignment of Verification Services, service delivery, PVI and MPI may agree to tailor conditions and/or work site arrangements on a case by case basis, taking into account individual verifier needs and/or individual operator expectations. Any such arrangements will be documented in writing and exchanged between the parties.

5. ACCESS TO AGREEMENT

This agreement shall be made available to all those employees who are party to this agreement, or who become party to this agreement.

6. DEFINITIONS

In this agreement, unless the context otherwise requires:

| | |
|--------------------------|---|
| "Call-back or Callout" | Means a period of duty separate and apart from any ordinary shift or normal period of duty. |
| "Day" | Means the period from midnight to the next succeeding midnight. |
| "Director General" | Means the legally authorised head of MPI. Employees other than the Director General may exercise the powers of the Director General under this Collective Agreement if they are authorised by the Director General to do so (as contained in the MPI Human Resources Delegations of 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. |
| "Manager or Team Leader" | Means the person in charge of each section or group of other employees at any work location. |
| "MPI" | Means the Ministry for Primary Industries |
| "PVI" | Means the Professional Verifiers Institute |
| "Roster" | A list or plan showing periods of duty |
| "Shift" | <p>A shift occurs when there is a scheduled rotation of work periods through evening (18:00) or night (midnight) or when a seven day operation is working. Work rostered to cover Saturday mornings, early morning or late starts is not a shift.</p> <p>A day shift refers to any work period which is completed by 18:00 and when there is rotation of work periods as above.</p> |
| "Shift Work" | Means work performed to a weekly pattern of shifts, or other pattern as agreed between the Director General and the PVI President, rostered according to work requirements. |
| "TOIL" | Means Time Off In Lieu of time worked at the rate of hour for hour or part thereof. |
| "Verifier" | Means staff employed to undertake verification and certification related activity at either full time meat processing establishments and/or non-full time. |
| "Week" | Means the number of days an employee usually works each Monday to Sunday. |
| "Year" | Means 12 months (365 or 366 days). For Leave purposes year means the 365 (or 366) days from an employee's anniversary |

date to their last day in that anniversary year. The hours in each working year may vary. For the purposes of leave, the leave entitlement in days or weeks will be based on the hours in each working year, ensuring a minimum of four weeks as per the Holidays Act, per anniversary year.

"Last Day of Duty" Means the last day actually worked before an employee proceeds on leave, resigns, retires.

"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" Means the following previous service recognised for the purposes of leave and severance calculations:

- (a) Any previous permanent or temporary service (full or part-time) with MPI or its predecessors; and provided that all marriage leave paid in respect of any period of previous service, is to be deducted from retiring and cessation leave due;
- (b) 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), or the Parliamentary Service.
Provided that:
 - (i) For 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.
 - (ii) For Long Service and Retiring Leave periods of service shall be broken by not more than three months.
 - (iii) For Severance calculations and Cessation Leave, periods of service shall not be broken by more than 1 month.

Where an employee has part-time service this will be pro-rated for the purpose of calculating retiring and cessation leave.

No service which either ended in the employee accepting any severance payment as a consequence of redundancy or the 'buy-out' of service provisions by MPI or any other employer will be counted as previous service.

Other relevant service may be recognised as previous service at the Director General's discretion.

"Pay period Week" The 7 day period from the first day of pay to the last.

"Anniversary date" The date on which employment commences and the same date every year following continuous employment.

"Anniversary year" Means the 12 months (365 or 366 days) between anniversary dates

CHAPTER 2: GENERAL TERMS OF EMPLOYMENT

7. CATEGORIES OF EMPLOYMENT

All employees covered by this Collective Agreement will be either permanent full-time, part-time or fixed-term full-time or part-time employees or casual employees.

7.1 Permanent Full Time

The DG may engage permanent full time employees on the terms and conditions set out in this Collective Agreement.

7.2 Permanent Part Time

The DG may engage permanent 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 a permanent 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 to work of the permanent employee.

As a guiding principle, the terms and conditions for part-time or fixed-term staff will be provided on a pro-rata basis.

7.3 Casual Employment

Terms and conditions applicable to casual employees are specified in Appendix 2.

8. HOURS OF WORK

These hours of work provisions provide the terms and conditions relating to hours of work and/or compensation for hours of work.

8.1 General Hours of Work Principles – Vet Verifiers

- Veterinary verifiers are predominantly employed to provide New Zealand Primary Industry operators with the required veterinary presence across their individual establishments and to provide mandated veterinary inspection and certification, to enable the confidence of and access to domestic and international export markets for their products.
- Verifiers are employed across meat processing establishments, the base location of which is identified in the employee's letter of offer, to provide the optimum value, efficiency and effectiveness of the investment in veterinary/verifiers presence within the current industry dynamics, stock availability and processing patterns.
- Verifiers are individually and collectively employed by MPI to meet MPI needs and to deliver on Customer expectations. While verifiers are normally located at a variety of locations (including establishments), individual verifiers are expected to make themselves reasonably available for service away from the normal location to support MPI business needs and to encourage the concept of a Community of Professional Practice.
- Verifiers, as professionals employed by Verification Services, are ultimately responsible for being cognisant of operator and VS business needs, by utilising time on-site responsibly, minimising unnecessary costs on industry, and operating within agreed VS operational parameters.

- It is acknowledged that the high variability of stock availability and processing pattern of individual meat processing establishments, necessitate the “on plant” (mandatory) presence of vets at times beyond 8 hours per duty, and at other times less than 8 hours per duty and at unsociable times and these hours are outside the direct influence of MPI management and establishment vets on a day to day basis.
- Within the variation of the industry dynamics and the nature of the work undertaken, it is acknowledged that individual veterinarians’ ability and capacity to consistently ensure the quality of their professional judgement and industry/stakeholder relationships is, largely through maintenance of their own health and wellbeing. Such protection is ensured through limits to the length and span of the duty and week.
- In the case of mandated “continuous veterinary presence” a minimum of 1 FTE veterinarian per establishment is employed for a guaranteed 40 hours “work” per week.
- The verifiers’ “work” is inclusive of both mandatory (by market regulations) “on plant” time and professional time (which includes all other non-mandatory functions and roles as per their job description and legislated functions).

8.2 General Hours of Work Provisions – Vet Verifiers

- Employees shall observe standard hours of work of 8 hours of work per duty and 40 per week except where otherwise agreed.
- Given the variable nature of stock availability, processing patterns and operator establishment locations, staff can be expected to work reasonable additional hours to meet operator business needs that are considered Safe and Responsive.
- Non-shift Ordinary Hours are Monday to Friday inclusive from 6am to 6pm.
- Employees employed in freezing works on or before 15 November 1989 whose defined ordinary hours of work were between 7.00am and 5.00pm shall not be required to work ordinary hours beginning before 7.00am without PVI agreement which shall not be unreasonably withheld.
- Shift ordinary hours (rostered) shall be five duty periods a week, subject to 9.3 below.
- The ordinary forty hours per week whether worked on a shift or non-shift basis shall be determined in accordance with the requirements of each workplace to meet operator needs, and are to be agreed between MPI and PVI. Such agreement shall not be unreasonably withheld. They should not vary from week to week unless otherwise agreed between PVI and MPI.
- For work performed before the defined ordinary starting time, payment at the appropriate overtime rate for all work before that time shall be made irrespective of whether eight ordinary hours are worked in the duty.
- Vet verifiers who hold management roles as Team Managers will work at least 40 hours per week and could include a requirement to perform hours outside of the normal shift pattern hours. When required to work at premises with shift patterns, you will need to work the shift pattern applicable to that premises

8.3 General Hours of Work Provisions – TTS Verifiers

- As a general guiding principle TTS Verifiers will work their hours between 6 a.m. to 6 p.m. Monday to Friday. Work to be carried out outside of these hours will be as negotiated with the employee's manager
- TTSs will continue to manage their own time within Monday to Friday.
- When a specification or technical directive or decision of equivalent effect which will result in a material and sustained impact on the hours of work, either length of a duty or start or finish time, the parties agree to jointly address the issues to provide an outcome which satisfies as much as is possible the interests of the parties affected. Refer to Chapter 1 Clause 4 - Variations of this Agreement.

8.4 General Hours of Work Provisions – Tier 5 Managers

- As a general guiding principle, Tier five managers (being Team Managers Establishment; Circuit Managers, North and South; Manager Live Animals, Manager Certification and Team Manager Biosecurity), will work 40 hours between 6 a.m. to 6 p.m. Monday to Friday.
- In order to perform their job effectively, Tier five managers may be required to work additional hours as required by MPI. In this case, Tier five managers will manage their own time in agreement with their manager.
- Tier five managers will not be entitled to additional payments, including overtime (OT) or shift payments.
- Work carried out outside of these hours will be as negotiated with the employee's manager on a TOIL basis

8.5 General Hours of Work Incursion Investigation Animal Health team

- Standard Hours of Work are an average of 8 hours per day and 40 hours per week, worked between Monday to Friday inclusive, between 7am and 6pm.
- Actual hours of work for an employee are stipulated in their letter of appointment. Information to be provided in the letter of appointment to each individual employee will include:
 - (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.
- Maximum Daily Hours: apart from a declared response or a compliance operation, no employee is expected to work more than 11 hours in a day/single period of duty unless by agreement of the employee.
- Any work in excess of 12 continuous hours within any one 24 hour periods will be by agreement between the employee and their manager and compensated by time off in lieu at the rate of 1.5 hours for each hours worked, in excess of the 12 hours.

8.6 Changes to Actual Hours of Work

Where there is a need to change an individual's or group's actual hours of work, the manager will consult and agree with the employee (or group of employees) on new actual hours of work. Such agreement will not be unreasonably withheld and must meet MPI's statutory obligations. The PVI will be notified as soon as possible of any proposal to change actual hours of work for any PVI members. Where the proposed change involves a group of two or more employees, the PVI will be included in the consultation process.

9. SHIFT WORK – VET VERIFIERS

Note: shift work does not apply to Tier 5 Managers, TTS verifiers, or incursion investigators.

9.1 Variation

The conditions of work may be varied from the standard hours of work by agreement with PVI where the workplace requirements are for:

- Periods other than eight hours per duty.
- Days other than Monday to Friday.
- Moving from a 5 x 8 work pattern to e.g. a 4 x 10 work pattern and vice versa

Agreement should not be unreasonably withheld.

9.2 4 x 10 Weekly Work Pattern

Where the worksite operation involves a 4 duty periods x 10 hours weekly work pattern or 8 duty periods x 10 hours fortnightly work pattern, unless an alternative pay arrangement is agreed between MPI and the local staff, each duty worked will be paid as 10 hours plus overtime. This will not apply to leave days.

9.3 Shift Allowances

Shift allowances as appropriate shall apply to all employees on a shift roster as follows:

- Day Shift: No shift payment
- Evening Shift: Any shift outside day or night shifts - \$45 per shift.
Except that non-shift personnel will qualify for the Evening Shift Allowance, as above, per duty where the operator changes the normal start/finish times to deal with demands that lead to the duty extending beyond a 6pm finish. In this event the equivalent of Shift Worker Leave (see clause 9.4) will also be applicable with each duty being counted in the same way as an evening shift.
- Night Shift: A shift which works through midnight - \$45 per shift.

9.4 Shift Worker Leave

(a) Employees working shifts shall be entitled to shift leave as follows:

- For day and evening shifts: 30 shifts = 1 day shift leave
- For night shifts: 15 shifts = 1 day shift leave

Shift worker leave shall be available and taken as soon as it is earned provided shift worker leave may be accumulated to a maximum of 5 days provided cover is available.

Facilitation of leave is encouraged through active engagement with regional resourcing processes and procedures, including other initiatives that facilitate the best use of regional verifier staff availability.

9.5 Short notice changes to or cancellation of an already rostered duty

- a) Where an operator initiates short notice (i.e. less than 72 hours') changes to processing patterns for already rostered duty veterinary presence (i.e. reducing or cancelling the requirement for duty), affected establishment veterinarians may enter into mutually agreeable alternative work arrangements.
- b) Such alternative arrangements may include duty swaps, lengthening or shortening the length of their other work hours, or changing their start time (i.e. starting earlier or later).
- c) Such changes should be confirmed by the relevant manager, be cost neutral, have regard for the health and wellbeing of veterinary staff within an establishment and be agreed by all involved parties.
- d) In the event of cancelled night duty, the rostered night duty vet, where practicable, would make themselves available to commence work earlier (after an appropriate break) and share the work with the day duty vet. The practicality of commencing early the following duty would consider such issues as childcare or other prearranged commitments.
- e) Any employee whose already rostered duty is cancelled with less than 72 hours' notice will receive no less than the remuneration that he or she would have earned for working the duty.

10. OVERTIME AND OVERTIME RATES

10.1 General Provisions – Vet Verifiers

- PVI VS Veterinary staff remain conscious of the need to further develop a professional approach to meet future market demand and expectations. Therefore, overtime should not be claimed for weeks in which less than 40 hours of ordinary time is worked and it is the general expectation that staff manage their hours to minimise overtime.
- Given the variable nature of stock availability, processing patterns and operator establishment locations, staff can expect to work reasonable additional overtime hours to meet operator business needs that are considered Safe and Responsive.
- Overtime rates shall apply to overtime work providing the work has been properly authorised.
- Overtime and penal time shall not be paid in respect of the same hours.
- Except in an emergency or by mutual agreement no employee shall be called upon to work more than 11 hours in any 24 hour period, from midnight to the next succeeding midnight, inclusive of overtime.
- Overtime can be performed by volunteers, on a rotational basis, to the extent that the Supervising Veterinarian is satisfied that it will be carried out effectively and efficiently by volunteers. Where this does not prove to be the case, s/he shall direct premises staff as s/he thinks appropriate to the job to work overtime on a rotational basis.
- Overtime is time worked as follows:
 - After a 40 hour week has been completed at T1.5 for the first 3hrs; then T2.
 - For any hours worked above 10 on a single duty (irrespective of the hours worked for the week) at the relevant overtime rate.
 - Where the individual accumulated overtime prior to the completion of a 40hr week and is directed to go home by way of VS policy (e.g. for safety reasons during night duty).

EXCEPT overtime will not apply where:

- Establishment vets enter into an arrangement to maximise the efficient use of veterinary resource on plant and/ or work/ life balance by minimising the generation of overtime through arrangements such as duty swaps or changing the length of their daily hours of work.
- As a result of reduced processing the establishment vet, having established their services are no longer required, on their own volition chooses to go off duty.
- There is a change to roster or rostered day off, with reasonable notice, to attend training, professional development or Verification Services meetings (including team meetings).
- An employee is required to attend or represent MPI at professional or stakeholder meetings and presentations outside the normal hours and or place of work.
- An employee is engaging in, or travelling to, professional development or training, time entries will not exceed their standard daily hours of work

Where time expectations for attending meetings, presentations, and training, exceed normal hours excessively, the employee and their manager may agree to use TOIL or other suitable arrangements. Toil may be accumulated by staff in lieu of OT, if the process of accumulation and taking of toil has been agreed in advance between the staff member and manager in accordance with MPIVS business rules and is able to be facilitated efficiently.

10.2 Overtime Rates – Vet Verifiers

- Overtime shall be paid at the rate of time one and a half (T1.5) for the first three hours and double time (T2) thereafter calculated on a Monday to Sunday basis;

EXCEPT that double time (T2) shall be paid for all overtime worked:

- Between 10.00pm and 6.00am;
- Between midday Saturday and 6.00am Monday;

EXCEPT that double time shall be paid and a day off in lieu provided for working on Public and MPI holidays.

- 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 as overtime (T2).

10.3 Overtime during Weekends – TTS Verifiers

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| Midnight Friday to midday Saturday | T1.5 |
| After midnight Saturday to midnight Sunday | T2 |

10.4 Overtime on Weekdays – TTS Verifiers

TTS Verifiers will receive an annual payment of \$1,250 (paid fortnightly) in addition to their base salary. This is in recognition for overtime worked (based upon 40 hours per week) between the hours of 6 am to 6 pm from Monday to Friday.

10.5 Overtime – Animal Health Incursion Investigators

From time to time, work will be directed:

- outside an employee's actual hours of work; and/or
- during including evening and weekend hours.

In such cases, the overtime and penal provisions below will apply, provided that wherever possible employees are expected to manage additional hours as part of flexible work hours.

10.5.1 Where management of additional hours using flexible work hours is not

possible, the overtime provisions below will apply. Overtime and penal time will not be paid in respect of the same hours. Overtime only applies to hours above that for full-time work. Overtime does not apply to hours worked as a result of a flexible working arrangements.

10.5.2 Overtime is pre-approved additional hours above the full-time hours for a role, including in a Response:

- Employees will receive time off in lieu at an hour for hour rate, to be managed via flexible working and via planned time off.
- The employee and their manager may agree for accumulated, pre-approved TOIL beyond to be paid out at their applicable salary rate, noting a penal rate may be appropriate.
- Consideration by both the line manager and the employee must be given to their health and wellbeing prior to paying out any TOIL prior to any consideration of payment.

10.5.3 Time Off in Lieu

Time off in lieu accrued will not expire, and 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 (i.e. within a maximum of 16 hours), the employee and their manager may agree for it to instead be paid out at the applicable overtime rate.

11. PENAL TIME AND PENAL TIME RATES

11.1 Penal Time is time (other than overtime):

- Worked within a 40 hours week on a Saturday, Sunday or Public Holiday
- Work attracting the payments under clause 11.3

11.2 Penal Rates – Vet Verifiers

Subject to clause 10.1 and clause 13(v) hereto, penal time shall be paid at the following rates in addition to normal salary:

- (i) On or after midnight Friday/Saturday to midday Saturday at time half (P0.5) for the first three hours, time one (P1) thereafter.
- (ii) Midday Saturday to midnight Sunday/Monday at time one (P1).
- (iii) Public Holidays – time one (P1) and a day off in lieu.

11.3 Unsociable Hours Payments and Early Start Payments - Vet Verifiers

These payments will apply regardless of whether a person is on a roster or not. Any hours that 'overlap' between (a) and (b) below will only qualify for payment under (a) or (b) not both.

(a) Unsociable Hours Payments

Hours worked between 12am to 2am will be paid at Penal time 0.5 in addition to base rate. Hours worked between 2am and 6am will be paid at Penal 1 in addition to base rate.

(b) Early Start Payments

Where the employee is required to start work after midnight and before 6am, hours worked prior to 6am will be paid at Penal 2 for the first hour (or part thereof) in addition to base rate and PI in addition to base rate from the end of the first hour until 6am.

11.4 Penal Rates – Animal Health Incursion Investigators

Subject to clause 13(v) hereto, penal time shall be paid at the following rates in addition to normal salary:

- P0.9 loading for working weekends (midnight Friday to midnight Sunday), excluding public holidays.

12. ON CALL DUTY - ANIMAL HEALTH INCURSION INVESTIGATORS

- For the purposes of this Agreement, on call means where an employee is required to make themselves available to work when they are not otherwise on duty.
- Where there is a requirement for MPI to provide after-hours coverage for unscheduled work, and there is not continuous coverage MPI will from time to time require staff to be rostered and/or available to undertake work including call out work.
- No employee in these positions will be required to be on call for more than 50% of their off duty time in any 8 week period.
- On call coverage will provide for minimum coverage to cover unforeseen work that may need to be delivered. Where an employee participates in scheduled on call work, an On Call allowance is payable.
- Where the employee is required to work from where they are at the time of the call, this time will be treated as part of their normal time, and may cross over their standard hours into overtime. 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 day.
- Where the employee is called out from where they received the call, the payment set out in cl 12.1 will apply.
- Where an employee is rostered and available to be on call, a payment of \$210 per week (pro-rated for part weeks) applies. This may be annualised by agreement.

12.1 Call Out

A call out occurs when an employee who is on call is required to work after completing the day's work or duty. Attendance at work in this circumstance is a requirement. Work will be paid for a minimum of three hours and on a gate to gate basis. Work is part of your normal time, which may be during your average 40 hours or in addition to your normal hours as part of OT.

Call-out is to be earned at the appropriate rate for a minimum of three hours, or for actual working and travelling time, whichever is the greater. Where a subsequent call-out commences and finishes within a period covered by an earlier call-out this shall already be considered paid as part of the first call-out. Where a call-out commences before the end of the first period, but continues beyond the end of a minimum period for a previous call-out, payment shall be made as if the employee had worked continuously from the beginning of the previous call-out, to the end of the later call-out.

12.2 Short-Notice Request for Cover

A short-notice request for cover occurs when an employee is asked to return to work after completing the day's work or duty and 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.

13. NINE HOUR BREAK

- (i) A break of at least nine continuous hours must be provided wherever possible between any two periods of duty.
- (ii) Periods of duty or more include:
 - (a) Periods of normal rostered work; or
 - (b) Periods of overtime that are continuous with a period of normal rostered work;
 - (c) Full periods of overtime/call back duty.
- (iii) This requirement to provide a break wherever possible applies whether or not any additional penalty payment will apply under the provisions of this clause.
- (iv) 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 time at which it occurs and the amount of overtime which precedes it.
- (v) 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.
- (vi) 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 hours of such a break, if it occurs in ordinary time, shall be treated as normal absence from duty.

Note: If a call back of less than a full shift is worked between two periods of duty of a full shift 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.

14. MEAL AND REST BREAKS

An employee is expected to manage their work so as to ensure that they achieve what is required of them and, except where the timing of breaks is otherwise agreed, as far as is reasonable and practicable have the relevant breaks from the following table at the intervals outlined in the table.

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.

| 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 an employee is regularly unable to take an uninterrupted rest or meal break, they should report this to their manager for resolution.

15. PERSONAL FILES

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

CHAPTER 3: REMUNERATION

16. ESTABLISHMENT OF BASE SALARY RANGES

Base Salary ranges are subject to:

- Job Sizing using the Hay Job Evaluation Methodology;
- MPI's position in the market place (including how the job relates to others of that kind in the open market where a salary premium may be paid)
- MPI's ability to pay as determined by the MPI Senior Leadership Team;
- Any recruitment and Retention considerations

16.1 Verifier Salary ranges

Effective 1 July 2019. 1 July 2020 rates will be set in the remuneration forum referred to in 16.3.

| Range Number | Job Size Points | Premises | Midpoint 100% |
|--------------|-----------------|---|---------------|
| VTs 1 | 519-613 | TM Establishment, TM Circuit, TM Live animals, TM Certification | \$135,857 |
| VTs 2 | 519-613 | n/a | |
| VTs 3 | 439-518 | (VTs1) Taylor Preston, Auckland Meat Processors, Lorneville, Seafield, Lamb/Venison Packers, Progressive Hastings, Moerewa, Wairoa, Rangioru, Finnegan, Pareora, Pukeuri, SPM Malvern TL Circuit | \$129,860 |
| VTs 4 | 439-518 | n/a | |
| VTs 5 | 439-518 | (VTs1) Eltham, Horotiu, Takapau, Hawera, SPM Bluff, Lean Meats, Prime Range, Rakaia/Mountain River, Imlay, Bluesky, Waitotara, Te Kuiti, Levin Meats, Mataura, Greenlea Morrinsville Crusaders, Waitane, Te Aroha | \$125,870 |
| VTs 6 | 439-518 | (VTs1) Land Meats, Rangitikei, Stoke, Progressive Gisborne, Dargaville, Dannevirke, Greenlea Hamilton, UBP, Bulls, Affco Feilding, Blenheim, Pacific, Makarewa, Belfast, Smithfield, Stratford, Kokiri, Hokitika, Reliever, TL Certification, TL Live Animals | \$122,310 |
| VTs 7 | 439-518 | (VTs1) Duncan South Rotorua, Mamaku, Fresh Meats, Kennington, Meco, Waitoa | \$118,748 |
| VTs 8 | 371-438 | VTs2 circuit, VTs2 live animals | \$108,523 |
| VTs 9 | 371-438 | VTs2 premises, VTs2 certification | \$104,863 |
| TTS 10 | 371-438 | TTS verifiers | \$88,245 |

16.2 Animal Health Incursion Investigation Team Salary ranges

Effective 1 July 2019. Benchmark = Industrial and Services median for D & E, and public sector median for C. 1 July 2020 rates will be set in the remuneration forum referred to in 16.3.

| 1 July 2019 | | Range C (519-613) | Range D (439-518) | Range E (371-438) |
|---------------------------|-------|----------------------|----------------------|----------------------|
| 'Maintenance and Stretch' | Max | \$146,849 | \$132,718 | \$112,467 |
| 'Growth and Target' | Top | \$127,695 | \$115,407 | \$97,797 |
| | Step | | \$114,253 | \$96,819 |
| | Step | | \$111,945 | \$94,863 |
| | Step | \$121,310 | \$109,637 | \$92,907 |
| | Step | \$117,479 | \$106,174 | \$89,973 |
| | Step | \$113,649 | \$102,712 | \$87,039 |
| | Entry | \$108,541 | \$98,096 | \$83,127 |

For the Animal Health Incursion Investigation Team: an employee will progress a step on their salary range scale on 1 July each year, up to the bolded step. Where bargained (bolded) steps cease, then remuneration will be determined via an annual performance review and manager recommendation.

New appointees starting after 31 March but before 1 July will progress to the next step on 1 July the following year. MPI remuneration procedures apply.

The employee will receive a step increase each year unless under a formal performance improvement plan under MPI's Improving Poor Performance guidelines.

16.3 Process for Review of Base Salary Ranges

MPI and PVI have agreed a process for reviewing base salary ranges annually through a remuneration forum. The purpose of the forum is to provide additional advice to the MPI Director General relating to remuneration for roles covered by this collective agreement and to share pertinent information between MPI and PVI.

In developing such advice the forum may consider the following components:

- Reviewing and, where appropriate, updating of Position Descriptions
- Reviewing and, where appropriate, updating of job sizing
- Benchmarking with salary information sourced from providers such as Hay Group
- Participate in and utilise remuneration surveys (domestic and international as appropriate) to determine market conditions
- Consideration of MPI's ability to pay as determined by the MPI Senior Leadership Team and any recruitment and retention considerations
- Other government policies and parameters and the extent to which these may affect the set base salary rates

The above information once compiled can be used as a basis for negotiation at the forum.

17. SET BASE SALARY RATES BY POSITION – VET VERIFIERS

17.1 Setting of Rates

Base rates are set per position within a premise throughout the country. In determining the rate applicable to a particular premises the following will be considered:

The core outcome of the service delivery by the roles covered by this collective agreement is technical excellence. There are a number of factors that contribute to the achievement of technical excellence. The most significant factors therefore determine the salary rate of the different frontline positions. The most significant factor is technical accountability and the ability to apply skills at differing levels of complexity. Other factors relevant are staff management and relationship accountability.

17.2 Review of Ranges/Rates

A position may have its range/rate reviewed in the following circumstances:

- A manager can request a review of a salary range/rate at any time. The employee can also initiate this process relating to their position with the manager's agreement. Employees are encouraged to discuss their concerns with their Manager before initiating this process.
- The employee requests this review in writing outlining the changes to the position and why this should be reviewed
- Reasons for a review request may include significant changes to the responsibilities and/or the skills and competencies required.

Actions from the review may include:

- Reconfirmation of the range/rate for the position
- Change to the position's range/rate
- Reconfiguration of the job profile.

A manager cannot change the range/rate for a position under his/her control without approval from the Director and HR.

For VS and Incursion Investigator rates, an annual review will occur prior to the remuneration cycle each year to ensure that there is consistency of application and that current elements are still relative to the range/rate.

17.3 Effect of Change to the Position's Rate Due to Changes in Operator Profile – Vet Verifiers

Where there is increased complexity and the position is regraded upwards, the change is immediate. An employee will not automatically move onto 100% of the new range as a development plan may be required to assist with meeting the requirements of the new position.

Where complexity decreases and the position is graded downwards, the following will apply:

- a) Where the individual has been at their current grade for two years or less and the change is one grade, there will be a period of equalisation of six months.
- b) Where the individual has been at their current grade for more than two years and the change is one grade there will be a period of equalisation of twelve months.
- c) Where the individual has been at their current grade for more than five years or the change is more than one grade the management of change conditions will apply (see Chapter 7)

17.4 VS Salary Progression

17.4.1 Entry and Progression for New Employees

Employees covered by this Collective Agreement will be paid no less than the entry level when commencing employment with MPI. The range from entry level to 100% of the range covers a development period to enable new employee to acquire the knowledge and skills required to satisfactorily perform all duties of the position. After warranting, the progression for **all** verifiers, subject to performance, is as follows:

- 4 months – 85% of the range
- 8 months – 90% of the range
- 12 months – 95% of the range (full competence)
- 15 months – 100% of the range

Any annual salary range adjustment applicable to the employee will become effective at the time of the next percentage adjustment.

MPI has the discretion to vary a starting salary where appropriate e.g. based on the specific circumstances of the employee or a particular expertise brought to the job. In addition, Relievers have the opportunity to progress through the Reliever percentage range.

17.4.2 Progression to 100%

Progression to 100% is based on the employee:

- Demonstrating competence in all the required skills of the position through confident and independent performance
- Meeting all the required Key Result Areas for the position
- Taking responsibility for maintaining personal competence
- Meeting goals specified within the performance agreement with the manager that contribute to meeting overall business goals
- Meeting the professional, behavioural and technical competencies of the role

17.4.3 Individual Recognition for Performance (>100%)

Progression above 100% within the Salary Range is determined by the current performance system in which 'exceptional performance' must be demonstrated for any individual salary movement.

Movement beyond the 100% level is reserved for exceptional performers who regularly exceed their set performance goals in both technical and non-technical areas. Typically performers in this level are also achieving personal development goals that increase their value to the directorate in the position and/or for a higher skilled position. Movement within this range involves exceptional performance and is at the discretion of the Director and the Senior Management Team. Some employees will not have the opportunity to perform at this level because of the nature of their position and performance. The employer will continue to consult with PVI about ensuring all employees have the opportunity to access the exceptional performance range.

17.4.4 Meeting Agreed Goals

For the purposes of performance definition, meeting agreed goals is defined as meeting requirements for all KRA's, that is, in all sections of the wheel. This is applicable to all roles. The measures for the key result areas are Deficient, Marginal and Effective.

Where the outcome is identified as *deficient*, the Performance Improvement Process (PIP) will be initiated. The manager will have provided documented advice prior to this time.

18. ANIMAL HEALTH INCURSION INVESTIGATION SALARY PROGRESSION

18.1 Entry and Progression for New Employees

Employees covered by this Collective Agreement will be paid no less than the entry level when commencing employment with MPI. Employees 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.

If the employee has reached the top bargained step, they will be eligible for MPI's general increases as per the MPI Remuneration Guidelines.

19. SALARY REDUCTION

No employee will be subject to a reduction in salary or to demotion to a lower-sized position unless:

- The employee has requested a move to a position range which is at a lower level than their current position
- An employee moves to a position at a lower level as a result of managed change, performance improvement issue or restructuring
- A market premium or other allowance e.g. "grand parenting" is abated or discontinued
- Except as provided for in Clause 22.1
- Except as provided in Section 17.3

20. PROMOTION AND TRANSFER

Promotion can be by:

- Appointment to a position which has a higher salary rate or
- The current position has changed due to additional functions/responsibilities on an ongoing basis and the position has met the higher criteria to change grades.

Employees will not be disadvantaged by accepting a promotion or transfer (unless it is a transfer described under salary reduction) and their remuneration levels will not decrease.

21. ADDITIONAL FUNCTIONS/RESPONSIBILITIES

Where promotion arises from an increase in functions/responsibilities in the employee's position, formal performance assessment should be completed before any increase in salary is considered and paid.

In this instance the manager should:

- Advise the employee that the position is to be reviewed and arrange for the rewrite of the job description and job profile to reflect the increase in functions/responsibilities.
- Advise the employee that any increase in salary will be subject to the result of any change in the criteria for the position.
- Advise the employee the date from which any salary increase will be applied.

Note: A promotion in this situation may not necessarily mean an immediate increase in salary for the jobholder, but will provide the opportunity for that jobholder to achieve a salary increase based on performance.

22. EXCEPTIONAL PERFORMANCE – VERIFICATION SERVICES STAFF

Recognition at *Exceptional Performance* is reserved for those that are effective performers who:

1. Regularly exceed their set performance goals in both technical and professional areas; and/or
2. Demonstrate one or more of the aspirational competencies

Performers at this level are also achieving personal development goals that increase their value to the directorate in the position and/or for a higher skilled position. Movement within this range involves exceptional performance and is at the discretion of the Director of the Verification Services Directorate. In some positions, it may be difficult to have the opportunity to demonstrate *Exceptional Performance*.

22.1 Eligibility for Exceptional Performance – Verification Services staff

The framework for *Exceptional Performance* is prospective and will take a minimum of one year for an employee to complete. *Exceptional Performance* may be raised by the employee or their manager at any Performance Assessment visit.

Employees who are remunerated at levels beyond 100% in the Exceptional Performance Framework are expected to demonstrate that they continue to meet the criteria for Exceptional Performance at their current salary step. Where employees are unable to maintain performance levels over the performance assessment cycle their salary may be adjusted back to 100% of their range.

For prospective consideration of *Exceptional Performance*, draft objectives required evidence and timeframes will be established by mutual agreement between the employee and their manager during the Performance Assessment meeting and the manager.

- Recognition of *Exceptional Performance* proceeds to those employees who have more impact
- Payment above 100% of the band, as a result of *Exceptional Performance* is contingent upon results not effort;
- Recognition of *Exceptional Performance* proceeds for higher levels of desired competencies in a number of areas including communications and developing effective relationships and how people go about their job

23. ABILITY TO REVIEW PERFORMANCE ASSESSMENT

The review process can be initiated at any one of the performance assessment visits. The general behavioural principles identified above and those in the MPI code of conduct should be followed.

The principles that should be followed are:

- The first point of review is to the manager who carried out the assessment. The disagreement, reason for the appeal and outcome should be clearly stated.
- Should this process not resolve the differences the two parties should present the case to the line manager above the manager who carried out the assessment.
- Should this process not resolve the differences the parties involved should present the case to their Director and a Human Resources representative.

24. HIGHER DUTIES ALLOWANCE

- 24.1 Subject to 24.2 below a higher duties allowance equivalent to a minimum of 5% of the individual's base salary will be paid to an employee who is required to substantively undertake the formal delegations for a higher graded role for a period of at least two weeks. A higher duties arrangement should be agreed in advance and should pay an allowance commensurate with the level of responsibility that the employee has accepted.**

24.2 Higher Duties and Secondments

Secondment positions are generally remunerated at the individual's base remuneration and offered as part of the professional and career development of the individual. Verifiers on secondment will only be eligible for consideration of higher duties allowance for periods greater than 2 weeks and this will be discussed and agreed prior to the secondment taking effect. Minimum 5% or entry level of role, whichever is higher.

25. PART TIME EMPLOYEES

Wages/salaries and allowances will be paid to part time employees on a pro-rata basis on the following formula;

$$\frac{\text{Hours worked per week}}{40 \text{ hours}} = \% \text{ of salary payable}$$

Overtime will occur on same basis as Full time.

Reimbursing allowances (e.g. incidental allowance) will however be paid at the full rate.

Progression will be the same as for their full time counterparts subject to performance.

26. ADMINISTRATION – PAYMENT OF SALARIES AND WAGES

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

27. DEDUCTIONS FROM SALARIES AND WAGES

The Director General shall be entitled to make a deduction from the salary and wages of an employee;

- a) Pursuant to the Wages Protection Act 1983 with the required notice being given to the employee
- b) At the employee's written request

28. UNION DEDUCTIONS

MPI undertakes to provide for the continued collection of PVI fees by automatic deduction from wages and salaries, when authorised in writing by Union members.

CHAPTER 4: ALLOWANCES AND EXPENSES

29. ACTUAL AND REASONABLE EXPENSES

The intention of this Chapter is to ensure that employees are not financially disadvantaged in undertaking their duties. Where not otherwise covered in this Chapter, employees may be reimbursed for "out-of-pocket" expenses incurred during official work.

30. 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 her/his duties fully.

31. CARING FOR DEPENDANTS – REIMBURSEMENT OF EXPENSES INCURRED

See sub-section 58.5

32. FARES AND TRAVELLING TIME: WORKING AWAY FROM USUAL PLACE OF EMPLOYMENT

Where an employee is required to work at a place other than the usual place of employment but is able to return home each night, the Director General may – for a period of up to three months:

- (a) Approve the refund of any additional fares required in travelling to work;
- (b) Consider and may approve payment for any additional travelling time involved where hours worked plus the additional travelling time exceed eight for the duty.

Where an employee is directed to work as above hours worked plus additional travelling time will be regarded as time worked. Employees will be paid at the appropriate rate.

33. MOTOR VEHICLE/TRANSPORT ASSISTANCE ALLOWANCE

No MPI employee shall be required to use their private motor vehicle for official business. Reimbursement for use of a private vehicle for official business will use the current IRD mileage rate for motor vehicles.

34. "OUT OF POCKET" EXPENSES

The Director General may grant an allowance to compensate for out-of-pocket expenses incurred by an employee and arising out of the performance of official duties.

35. TRANSFER EXPENSES

The Director General and the eligible employee may agree, prior to appointment, to any alternative provision in substitution for any or all entitlements to transfer expenses. In cases where the employee and MPI agree a personal benefit to the employee exists, beyond that directly related to the new position, the value of this benefit will be reflected in the agreed limits to actual and reasonable expenses associated with the transfer.

The following provisions apply in respect of those employees transferring to meet the convenience of MPI or in the course of promotion. These clauses do not apply in surplus staffing situations in which case the provisions of Chapter 7 apply.

MPI shall provide assistance to the employee in accordance with an agreed selection from the following range of options, to an amount negotiated prior to appointment to assist with transfer expenses occurring within six months of the appointment. Where additional costs arise within the agreed options then these shall be considered by MPI on the basis of what is actual and reasonable. The choice of options will also depend upon the individual circumstances of the employee, based on their situation at the time of their appointment.

Costs will be paid on production of receipts, or may be paid directly on invoice by prior arrangement with MPI.

Options

- Reimbursement of fares, accommodation and meal expenses for the journey to the new location.
- Reimbursement of costs for transfer of reasonable personal effects from the old location to the new location, including insurance and storage if necessary.
- Actual and reasonable accommodation expenses, and an allowance for meal and incidental expenses, for up to two weeks at the new location.
- Further assistance with reasonable living expenses for up to three months, but on a decreasing basis, for employees who move to the new location but whose dependants are still at the former location.
- Further assistance with accommodation expenses on a subsidy basis for up to three months before permanent housing is available at the new location.
- Reimbursement of land or real estate agent's commission and fees where the employee sells their house, or land, at the old location and/or buys another house or land (whichever is the equivalent) at the new location.
- A variable grant for employees moving to a new location, up to a maximum of one month's salary, the amount depending on the circumstances of the employee and the other items claimed in the course of the transfer.

In certain circumstances employees may also be granted transfer leave (refer Clause 54).

Also see VS PVI Library.

36. TRAVELLING/RELIEVING PROVISIONS

Under most circumstances, an employee required to travel within New Zealand on official business and who is required to stay overnight, will be reimbursed for actual and reasonable accommodation and meal costs. Receipts must be produced for actual and reasonable claims for amounts in excess of \$10.

For incidental expenses not otherwise recovered, an incidentals allowance of \$15 per duty or part of a duty will be payable.

The VS PVI library will provide guidance on the level of actual and reasonable expenses for the purposes of travel within New Zealand on official business which requires an overnight stay.

Under exceptional circumstances, for example where work site or duty timing are factors, the manager may approve reasonable reimbursement.

Employees who stay privately shall be paid an amount to cover both accommodation and meals in line with MPI guidelines.

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.

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. Incidentals Allowances are not payable.

Rates for actual and reasonable reimbursement for travel will be reviewed annually using the "Restaurant meals and ready-to-eat food" index as posted on the Statistics website for the March quarter.

37. MEDICAL INSURANCE SCHEME – VERIFICATION SERVICES STAFF

MPI agrees to reimburse premiums of an approved Medical Insurance Scheme upon the production of appropriate receipts up to a maximum of \$500 gross per annum.

38. PROFESSIONAL MEMBERSHIPS OR INITIATIVES – VET VERIFIERS AND ANIMAL HEALTH INCURSION INVESTIGATION TEAM

MPI and PVI will agree on an annual basis whether to fully reimburse NZVA membership, membership of another professional veterinary association, fund a veterinary conference or another professional initiative. The value of any agreed membership or initiative will be equivalent to NZVA membership.

39. UNIFORMS/PROTECTIVE CLOTHING, FOOTWEAR AND TOOLS/EQUIPMENT

Clothing and Footwear

Where it is necessary for a MPI employee to wear protective clothing, uniforms and/or protective footwear, including gumboots, to carry out the functions of her/his position, MPI shall provide that clothing and footwear which shall remain the property of MPI and be replaced by MPI on a fair wear and tear basis.

In lieu of supplying protective clothing and/or uniform and/or protective footwear, including gumboots, MPI may elect to pay on an actual reasonable basis for all or any approved items of protective clothing/uniforms and/or footwear.

Equipment

Where a MPI employee is required, in the course of their duty, to use tools and/or equipment, including towels, so as to perform the functions of their duties, MPI shall be responsible for providing such tools and equipment which shall remain the property of MPI.

In lieu of supplying tools/equipment MPI may elect to reimburse on an actual and reasonable basis for all or any approved tools and/or equipment.

40. WORK RELATED ALLOWANCES

40.1 Special Duties Allowance – Vet Verifiers and TTS Verifiers

The Director General may approve payment of a special duties allowance.

CHAPTER 5: HOLIDAYS AND LEAVE

41. PREVIOUS SERVICE

Previous Service for the purposes of retiring, long service, sick and cessation leave is defined in Chapter 1, Clause 6.

Leave without pay interrupts but does not break service.

42. ANNUAL LEAVE

Every employee is entitled to four weeks annual leave after the completion of each year of service. After five years' service, in respect of the sixth and each subsequent year, the Employee shall be entitled to 4.4 weeks. This entitlement should be prorated based on part time hours. As part of MPIs leave system this entitlement will arise on each anniversary of the date of appointment of the employee and will be earned proportionately on a pay period basis.

Wherever possible supervisors are to ensure that staff, have the opportunity to take all leave due to them in any year, with at least one uninterrupted break of two weeks.

Employees other than full time will, receive annual leave on a pro rata basis.

Except as specifically provided by the Director General, employees who in any one leave year take more than 35 days or equivalent hours (including Saturday/Sunday) leave without pay for whatever reason (except for 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.

For employees who work less than 12 months in a year, annual leave will be paid up at the conclusion of the period of work on a pro rata basis.

MPI may approve an increase to the annual leave entitlement for an employee in week lots. Salary will be decreased by 2% per annum for each additional week's leave entitlement granted. These arrangements will be reviewed on an annual basis. Factors to be taken into account include, for example, changes in the individual's personal circumstances and/or if changes to the operating environment create resourcing constraints.

42.1 Earning of Annual Leave

Employees are expected to take responsibility for managing their leave balance so that it aligns with MPI's business expectations.

PVI recognises that MPI uses the balance of 3 weeks leave as an indicator of the need for the employee to initiate a leave plan.

An employee may earn annual leave to a total of 5.2 weeks annual leave owing at any one time (as shown on the payslip). Once that has been reached, MPI can direct a plan be put in place and that leave is taken in accordance with the plan.

The employee may have more than 5.2 weeks owing provided that is part of an approved worksite leave plan and, once granted, the leave is taken.

In order to maximise the efficient use of regional resource, employees are expected to take some leave during regional down time.

42.2 Anticipation of Annual Leave

An employee may anticipate up to half the annual leave entitlement due, subject to refund on resignation if necessary.

An employee with over 20 years' continuous service may anticipate one year's annual leave entitlement.

42.3 Direction to Take Leave

The Director General may direct an employee to take annual leave but as far as practicable that employee's wishes in the matter are to be considered.

43. BEREAVEMENT / TANGIHANGA LEAVE

The Employee shall be granted paid bereavement/tangihanga leave, at relevant daily 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. Some additional time needed for travel will also be considered. This overall entitlement is inclusive of the provisions of the *Holidays Act 2003*.

The Employer will allow the Employee to take:

- 43.1 Three days bereavement leave on the death of the Employee's spouse/ partner, parent, child, brother, sister, grandparent, grandchild or spouse's parent.
- 43.2 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; any cultural responsibilities of the Employee in relation to the death.
- 43.3 One day's bereavement leave to attend an unveiling.

If an Employee suffers 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 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.

44. HOLIDAYS

44.1 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 (or another day in its place)

Waitangi Day

Good Friday

Easter Monday

ANZAC Day

Sovereign's Birthday

Labour Day

Anniversary Day (as observed in the workplace concerned)

44.2 MPI Holiday

The MPI Holiday shall be 3 days as prescribed by the Director General each year, not being a Public Holiday, Saturday or a Sunday. These days will usually be 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. In the case of a part-time employee Public and MPI holidays will be granted only where the day concerned is a day normally worked by that employee.

44.3 Holidays Falling During Leave or Time Off

44.3.1 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 or retiring 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.

44.3.2 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 any time during the fortnight ending on the day the holiday is observed.

44.3.3 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.

44.3.4 Off Duty Days

If a Public or MPI holiday falls on an employee's off duty day, the employee shall be granted equivalent time off.

44.3.5 Time Off for Working on Public or MPI Holidays

Every employee shall be entitled to time off for working on a Public or MPI holiday as detailed below

44.3.6 MPI Holiday

Rostered employees working ordinary hours on a MPI Holiday are eligible for 1 day off in lieu (or proportionate part to a maximum of one day). The day in lieu, when taken, does not attract any penal payments.

When working overtime:

- Non rostered employees 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;
- Rostered employees required to work on their day off (i.e. as overtime) shall receive overtime rates for all hours worked and a day off (or proportionate part) in lieu.

44.3.7 Public Holidays

When working ordinary hours of work, rostered employees shall receive T1 penal rate and a day off in lieu ("Alternative Holiday").

When working overtime:

- Non rostered employees shall receive T1 overtime and a day off in lieu;
- Rostered employees working on an off duty day (i.e. working overtime) shall receive T2 overtime and a day off in lieu.

45. JURY SERVICE

An employee may be granted paid leave for jury service. Expenses may be retained by the employee but all juror's 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.

46. LONG SERVICE LEAVE

Entitlement

Employees who have met the following service criteria are eligible for paid long service leave:

- After 10 years' continuous service with MPI: 2 weeks' leave.
- 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. The qualifying period for Long Service Leave shall cease on the day an employee leaves employment and excludes any additional service which may accrue as a result of retiring leave being paid fortnightly after the last day of duty.

An employee who resigns or who has given notice of resignation, or who is dismissed, will forfeit any untaken Long Service Leave to which she/he is entitled.

Also, see APPENDIX 1 for grand-parented provisions.

47. MILITARY TRAINING

Leave of absence may be granted to employees to undertake military training in accordance with the Volunteers Employment Protection Act 1973. Employees will refund the lesser amount of either salary or military pay. Additional leave without pay of up to 12 months will be made available to employees undertaking peacekeeping duties.

48. SICK LEAVE

An Employee may use their personal sick leave entitlements to care for, or attend to the needs of, another person who is dependent upon them, normally to a maximum of 10 days per year.

Sick Leave is designed to support recuperation of the person, and/or to prevent spread of infection in the workplace.

Also, see APPENDIX 1 for grand-parented provisions.

48.1 Sick Leave Entitlement

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;

Provided that:

This entitlement is inclusive of, and not in addition to the provisions of The Holidays Act 2003.

Part-time employees will be paid for sick leave at the same rate that would be paid for their usual working week.

Sick Leave Entitlement

Employees shall be entitled to 10 days paid sick leave for each of the first two years of employment, and to 12 days in each year thereafter.

For an employee with untaken sick leave at the end of each entitlement period, such untaken leave will be added to the next entitlement up to a maximum of 260 days.

48.2 Special Sick Leave

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.

48.3 Medical Certificate

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.

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.

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 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.

48.4 Sickness during periods of other leave

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.

48.5 Care for Dependents

Employees may be granted leave on pay as a charge against sick leave entitlement when the employee must be absent from work to attend to a member of the household who through illness becomes dependant on the employee. Members of the household would be the employee's child, partner, or any of the employee's family or household. In special circumstances where the family member does not reside in the same home as the employee, the Director Verification Services may grant such leave.

48.6 Anticipation of Sick Leave

The Director General may permit employees to anticipate their next sick leave entitlement as considered appropriate.

Provided that the necessary adjustments will be made to the final pay should an employee resign before the next entitlement falls due.

48.7 Previous Service

Previous service for the purposes of sick leave is defined in Chapter 1 Clause 6.

Service which ended in the employee accepting a redundancy package will not be counted as previous service, except for sick leave purposes where employees will be allocated 12 days per annum (as opposed to 10 days) as per clause 48.1.

49. 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 his/her 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

49.1 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 his/her 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).

Entitlement/Balances and payment rates for this leave are the same as for Sick leave.

50. ACCIDENT LEAVE

Accident leave is granted pursuant to the Injury Prevention, Rehabilitation and Compensation Act 2001.

51. PARENTAL LEAVE

Refer to Family Friendly Provisions in Chapter 6.

52. SPECIAL LEAVE WITH OR WITHOUT PAY

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

Approved special leave without pay for periods in excess of one month will be regarded as extended special leave and the following will apply:

- for extended special 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 leave without pay of more than three months and up to 12 (or 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 not broken. The employee will be given preference for a period of 3 months for appointment to that vacancy. If no job is found before the end of the preference period the employment will terminate. The last day of service will be recognised as the original date that the extended leave commenced

Examples of the type of leave that could be taken as special leave with or without pay at the Director General's discretion, are set out below. Approval prior to commencing any special leave is required in all cases (including 53 to 56). This list is not exhaustive.

| Special Leave With Pay | Special Leave Without Pay |
|--|---|
| Civil Defence, Search and Rescue Operations and Fire fighting: <ul style="list-style-type: none"> • conferences or courses sponsored or supported by MPI or Civil Defence • volunteer during or following an emergency (max 3 days or max 10 days if part of a commitment) • members of recognised fire fighting forces attending emergency call-outs during normal working hours | Accompanying Partner Overseas on an overseas posting |
| Conferences and Conventions if attendance will benefit both MPI and the employee | International Sporting Representation as below |
| First Aid Training if required to attend by MPI | Legal Witness in a private capacity for any other case that is not a criminal or traffic case |
| International Sporting Representation as below | Working with PVI (max 12 months) |
| Legal Witness in a private capacity for a criminal or traffic case (max 3 days – any fees and expenses to be paid to MPI) | Study Leave as below |
| Meetings of Boards, Councils and Committees as below | |
| Outward Bound Courses (plus payment of fees in full for approved employees) | |
| Transfer Leave as below | |
| Study Leave as below | |
| Formally declared civil emergencies where the employee is directly and significantly affected, including in their ability to reasonably attend the workplace or work remote from the workplace (max 3 days). | Formally declared civil emergencies where the employee is directly and significantly affected, including in their ability to reasonably attend the workplace or work remote from the workplace. |

53. MEETINGS OF BOARDS, COUNCILS AND COMMITTEES

Up to six days paid leave shall be granted in any 12 month period for employees attending meetings of Boards, Councils and Committees where:

- (a) The appointment to the Board, Council or Committees is by Ministerial appointment;
- (b) There are no difficulties involved in releasing employees from their duties;
- (c) There is no conflict of interest;
- (d) Any remuneration received for the period that paid leave was granted should be refunded to MPI.

54. TRANSFER LEAVE

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's expense.

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

55. STUDY LEAVE

The Director General may approve study leave with or without pay to enable employees to undertake a course of study to complete qualifications, attend courses or seminars or undertake research or projects. The study must be relevant to the work of MPI and be seen to be facilitating the employee's growth and development.

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.

Support for study leave may include paid or unpaid leave for attendance at lectures, tutorials, workshops, and attendance and preparation for examinations or assessments; contribution to course fees; or use of work facilities.

- The employer, in consultation with the employee, in determining the support for study, will take into account:
- the time commitment required and the workload of the employee,
- programme requirements such as attendance at lectures or workshops, residential modules, on-the-job or practical experience, examinations and assessments;
- additional support available such as use of work facilities and technology;
- the impact of the leave on the work of the organisation and on the workload of the employee and others.
- affordability of providing the support to the employee

56. INTERNATIONAL SPORTING REPRESENTATION

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.

CHAPTER 6: EMPLOYEE WELLBEING

57. HEALTH AND WELFARE

57.1 Health and Safety

MPI and PVI are committed to the objectives and intentions of the Health and Safety in Employment Act.

We recognise that health and safety is a moral and legal responsibility of all staff.

To ensure the effective progression of occupational health and safety issues, MPI will put in place a process for staff representatives for OSH purposes to be agreed by the people they represent. Necessary training will be made available.

MPI will take cognisance of any codes of practice issued from time to time by WorkSafe New Zealand. Lists of these codes will be made available in MPI workplaces and updated regularly. Specifically MPI will also undertake the following:

57.2 Eye Conservation

Where the work is liable to cause danger to the eyes, employees will be issued a pair of standard neutral safety glasses, or especially hardened neutral "clip on" type safety glasses to be worn over normal glasses; or a pair of especially hardened optically correct lenses in a safety frame fitted at MPI's expense.

Where there is any doubt about any of these matters WorkSafe New Zealand shall be called to advise.

57.3 Keyboard provisions

MPI will take cognisance of the Code of Practice for the Safe Use of VDUs in the Place of Work issues by WorkSafe New Zealand. MPI will consult with PVI on the purchase and installation of major systems, or any non-standard equipment, or situations involving a significant change in work structures and job design.

Employees who work continuously at keyboards will be provided with relief by variations in work, or by regular spells of 10 minutes in every hour.

57.4 Eye Tests

Employees who are engaged on VDU duties for at least 50 percent of their normal working time shall be entitled to an eye test at MPI's expense.

If the test discloses that prescription spectacles are required for the normal viewing distance of a VDU, or that an eyesight problem has been created or worsened by VDU then the cost of single vision spectacles or equivalent will be met by MPI up to the maximum provided by the MPI Eye Test policy.

57.5 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.

57.6 Siting and Use of Photocopiers

As a general principle photocopiers will normally be sited in a separate room with adequate all round ventilation but as a minimum photocopiers will not be sited near any persons' workstation. MPI will apply the appropriate work environment for the technology.

57.7 Employee Assistance Programme

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 significant workplace or personal issues receives early assistance and at the same time be assured that receiving such assistance will in no way be detrimental to their career.”

All EAP usage will be based on the following undertakings:

- a) With the exception of administrative requirements (e.g. 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.
- b) Consideration will be given to meeting additional counselling costs associated with the referral and subsequent assistance under the scheme.
- c) 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.
- d) Self-referral by any employee will be encouraged and will carry with it the above undertakings. The Ministry may also make a formal referral to EAP as per Ministry policy, e.g. in case of performance or conduct issues, which may be noted on the individual's file.
- e) 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 and the family member. The Ministry will not, however, intrude into an employee's private life.

57.8 Pastoral Care

Should an issue be identified at the performance assessment or at any other time, the employee has the option to seek assistance through the PVI critical friend process. Resources may be provided at the discretion of the Director VS.

57.9 Health Monitoring for Aural Testing (Hearing)

MPI is committed to the ongoing control of Hazards in the workplace that our employees are exposed to. As per our obligations under the Health & Safety in Employment Act section 10 (2) (c) we have a legal responsibility to monitor our employee's health when we are unable to eliminate a significant hazard from our workplaces.

It is necessary for us to assess our employee's exposure to the hazard and this may involve direct and indirect monitoring. Employees will be required to undergo a full process for hearing testing which includes pre-employment screening, exit testing and annual testing. MPI will organise all assessments and cover the full costs of this process and will record all results.

In the event of an audiometric screening flagging a sub optimal result in any of the three processes MPI will work with the employee and/or medical specialist to determine:

- source of harm
- conduct incident investigation
- lodge ACC claim if appropriate
- hazard reviewed on site.

All health monitoring records pertaining to an individual will be held with the provider and with Human Resources. All information on personnel files will be held in a separate envelope.

57.10 Annual Wellness Benefit

An annual wellness benefit will be available to employees as per the standard Ministry Employee Wellness Policy.

58. FAMILY FRIENDLY PROVISIONS

58.1 Childcare Facilities

The parties recognise the importance of good quality childcare facilities being readily available to employees.

58.2 Parental Leave

MPI employees may be granted parental leave in terms of the Parental Leave and Employment Protection Act 1987.

MPI provides for the following additional parental leave conditions:

58.3 Ex Gratia Payment

- 1) 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 30 working days' leave on pay, i.e. at the rate applying for the 30 working days 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 who will receive it.

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

The payment may be made before three month's service is completed, at the manager's discretion.

- 2) 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.
- 3) 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.
- 4) An employee shall not be eligible for a 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.

For those employees with less than one year's service, parental leave up to 26 weeks may be granted.

58.4 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 staff situation, will apply.

An employee on parental leave will 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.

Parental Leave is leave without pay. Application for parental leave is to be made on the standard form.

58.5 Caring for Dependants – Reimbursement of Expenses Incurred

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 cost of expenses incurred by employees in caring for dependants. This provision applies in the situation where an employee cannot make alternative arrangements for the care of her/his dependants without incurring extra expenses.

59. SUPERANNUATION

Employees, who are members of the scheme may contribute to the Government Superannuation Scheme pursuant to the Government Superannuation Fund Act 1956.

60. TRAINING AND CAREER DEVELOPMENT

60.1 Performance Review

MPI's Performance Planning system will be used to provide a regular (i.e. at least annual) performance review of all employees.

60.2 Study Assistance

Leave for the purposes of study is covered in the Special Leave provisions in Chapter 5 above.

For such approved study leave, the Director General may, on such conditions as she/he may decide, grant travel time and reimbursement of study-related expenses, e.g., tuition and examination fees, where the course of study is successfully completed.

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 time salary, study-related expenses, transfer expenses and standard leave entitlements.

All employees will be given the opportunity and actively encouraged to improve their proficiency in Te Reo Maori at MPI's expense.

60.3 Professional Development - Verification Services

MPI and PVI commit to enhancing the current professional development training programme across the behavioural, technical and leadership areas.

The parties agree to explore, consult on and confirm the professional development, career opportunities and pathways for verifiers that support their contribution within their role (e.g. Proficient Verifier Behaviours) and the regulatory landscape (e.g. Triple O) and in preparing for future pathways both within VS and wider MPI, including emerging or growth topics/issues/sectors and approaches. The process is agreed as per Memorandum of Understanding (lodged in the PVI Library).

As part of the annual budgeting process, \$500 per PVI member per annum (as at March each year, when annual budgeting is done) will be set aside as a fund to be allocated to professional development within MPI. Professional development is the acquisition of skills, knowledge, experiences and behavioural competencies that underpin a culture of lifelong learning and personal growth

The assignment of the fund is determined by the MPI Management Team who will take into account the following guidelines and criteria in approving professional development programmes:

- Proposals will be related to the development of skills and competencies that are of benefit to both MPI and the individual concerned;
- Proposals will be related to the development of technical, interpersonal, administrative or management skills that have a clear relationship with business needs and objectives. Such business needs or objectives may be specific to a position or of broader value to the business in general or MPI's relationship with the meat industry and other stakeholders;
- Proposals should only include requests for payment of hard costs including travel and accommodation, course or consultant fees, course materials, relieving costs, make up of base salary etc.;
- Professional development opportunities may include tertiary study, public courses, in-house courses, mentoring and "on the job" training, e.g., secondments, job rotation etc.;
- Funding may also be set aside to specific development programmes for the business, for example, sending several individuals on a course developing food hygiene issues etc.;
- Allocation of the fund will depend on funds availability. It is proposed that Team Leaders and staff members give consideration to professional development needs during the performance discussions in June/July each year. Proposals should be forwarded to the MPI Management Team as soon as possible thereafter;

(Note: This does not preclude use of the fund at any other time of the year and the MPI Management Team may decide to withhold some funds to cover later applications)

- The fund will **not** be used to pay for personal items (for example, club subscriptions, computer peripherals etc) nor items which are otherwise covered by general business funding (for example, essential office equipment, OSH expenses etc) nor for internal training resources.

CHAPTER 7: MANAGEMENT OF CHANGE

61. 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. A change in regional or national VS business model could be considered significant change in this chapter. The provisions in this Chapter apply in such situations.

62. 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 PVI 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 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.

63. CONSULTATION

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

- Advise PVI and its members about change or potential change at the earliest possible time.
- Notify PVI 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 PVI members, with the opportunity for the PVI 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 PVI about the change as soon as possible.

64. ASSESSMENT OF EFFECT OF CHANGE

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.

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

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

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

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. Such employees will not be deemed affected.

65. CHANGE PROCESS

MPI will, in the first instance, engage with PVI and its delegates about the development of the change process, specific to the circumstances of the change. Both MPI and PVI 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:

Staff Support: the change process will establish a staff support programme, which may include personal (including family where requested) 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 fixed-term 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 problem resolution provisions in this agreement.

65.1 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.

65.2 Reconfirmation may be to a position in:

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

- 65.3** 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.
- 65.4** 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.
- 65.5** 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.
- 65.6** An employee may wish to raise an employment relationship 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.

65.7 Reassignment

The aim of reassignment is to facilitate the ongoing employment of affected employees. Reassignment will generally occur after the reconfirmation process has been worked through. However, it may occur at the same time.

The option of reassignment arises where:

- the extent of change on an individual employee's role is significant when the effect of change is compared to the pre-existing role; or
- an employee has not been reconfirmed and an alternative role is available 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.

65.8 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.

65.9 In general the following points apply to reassignment:

- Employees will be invited to identify 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.

- 65.10** 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.

- 65.11** 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 can be provided as agreed between MPI and the employee. In this context, same local area means within reasonable commuting time and distance, and may be defined on a case by case basis.

- 65.12** 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.

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

- 65.14** 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.

- 65.15** Other Options. Prior to confirming redundancy, MPI will consider whether any of the following options are open for the employee. Further, if PVI 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 will 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.

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.

b) 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.

c) Temporary reduction in conditions

MPI and PVI may agree to a temporary reduction in employee 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. These will be agreed in consultation with an employee, or a group of employees.

d) Retraining for a different role

Retraining involves a significant career move to another position in MPI and some formal training. Salary and training expenses will be provided for an agreed training programme. An employee on training remains a salaried MPI employee and is expected to continue to be employed by MPI under an appropriate bond after retraining.

Agreement will be reached before the retraining on the criteria for placement (location, job type, salary range etc) in MPI following the retraining. If an employee does not accept a placement, or a reasonable alternative placement, after retraining and the placement meets the agreed criteria then the alternatives are leave without pay or resignation.

e) Supernumerary Position

A supernumerary position can be established by MPI to provide interim work for an employee pending an expected suitable vacancy. If the vacancy does not eventuate then other restructuring provisions will apply. If the employee chooses not to take the position, then LWOP or resignation are the only options.

65.16 Redundancy. An employee:

- who is subject to the change process; and
- who is 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.

66. REDUNDANCY

66.1 Notice

MPI will give a redundant employee one month's notice of redundancy. In order to meet business or individual 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.

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

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

66.3 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).

66.4 Enhanced Early Retirement (EER). This option is included to enable employees

who are members of a superannuation scheme including GSF 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 has been given notice of redundancy.

67. CALCULATION OF SEVERANCE IN EVENT OF REDUNDANCY

The purpose of this provision is to prescribe the formula which will be used to calculate an employee's severance payment in the event that the employee becomes redundant at the conclusion of a change process.

Definitions

Ordinary pay

Total 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 or allowances in lieu thereof for those employees working shift hours of work. Except in the case of employees on parental leave for whom total ordinary pay will be the total ordinary pay at the time of taking leave. For employees who are paid severance within 12 months of returning from parental leave, ordinary pay for the time spent on parental leave will be based on their ordinary pay at the time of taking leave.

Cap on payment of severance

A redundant employee is eligible for payment of severance regardless of length of service, but payment is conditional on the employee finishing on an agreed date. For all employees the maximum payment including severance and any payment agreed in lieu of notice is \$55,000. Cessation leave is not included in these maximum payments.

Calculation of severance

Severance is a lump sum payment calculated for a redundant employee as follows:

All Employees will receive an amount calculated as follows:

- 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.
- 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 eligible for severance only one parent can claim for dependent children; it is the employee's choice as to which one claims.

Employees with 12 months or more continuous service will receive, in addition to the first calculation:

- 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

- 0.333% 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.

In addition, all MPI 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.

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 below:

- *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 re-employed in MPI during this period all service is retained.
- *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.
- *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.
- *Lump Sum* - If an employee who has received a full severance payment, or enhanced early retirement, including after LWOP, is subsequently re-employed by MPI, then they will be a new employee for all intents and purposes, except for sick leave provisions, where 3.8 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.
- Any other mutually agreed option for the payment of severance may be used.

Cessation leave payment

A redundant employee who has five or more years' continuous service with MPI (or its predecessor organisations) will, in addition to payment of severance, be entitled to receive payment of cessation leave.

Cessation leave is calculated as follows:

| Cessation Leave for Employees with less than 20 Years Service | |
|--|----------------------------|
| Service Requirement | Entitlement (working days) |
| Under 5 years' service | Nil |
| Completion of 5 and under 10 years' service | 15 working days |
| Completion of 10 and under 15 years' service | 29 working days |
| 15 years' service | 43 working days |

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 | | | | | |

Accrued annual leave and long service leave will be separately paid at the conclusion of employment.

68. EMPLOYEE PROTECTION PROVISION

68.1 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.

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.

68.2 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.

68.3 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.

- 68.4** If the new employer wishes to employ any of the affected employees and makes them a reasonable offer of employment, the following subclauses 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.
- 68.5** For the purposes of clause 68.1 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.
- 68.6** 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 subclauses 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. Clause 66 will then apply.

CHAPTER 8: CONSULTATION AND UNION FACILITIES

69. CONSULTATION AND DIALOGUE

MPI recognises the right of employees to join and be represented by PVI, and the right of PVI to consult and inform the members in the workplace.

PVI recognises the right of management to plan, manage, organise and finally to decide on the operations and policies of MPI.

Consultation, involving management and PVI improves the quality of managerial decisions and incurs both management and membership responsibility for outcomes.

Dialogue/Kotahitanga between PVI and management contributes to a harmonious and therefore more efficient, effective and productive workplace.

In addition to the three regular fora (National, Operational and Remuneration) working groups may be established as agreed in the Terms of Settlement or as otherwise agreed in the context of the dialogue between MPI and PVI.

Where such working groups are established, a Terms of Reference will be agreed at the outset, which will include clarity on MPI and PVI expectations, the expected outcomes, roles and responsibilities of the participants and timeframe for completion and a resource plan.

Appropriate information will be provided by the respective parties to facilitate this process.

The aim of the working groups will be to make recommendations to management, who would endeavour to take into account their views before making final decisions.

The following work areas have been agreed between MPI and PVI as the topics for consultation for the period of the CEA.

PVI consultation:

Delegates will provide feedback to the National VS/PVI fora which occur twice yearly. In addition, measurable indicators will be agreed and will also provide data for the VS-PVI National Forum to consider. This forum will identify whether implementation has been effective and will recommend changes and actions as appropriate.

Professional Development

MPI and PVI commit to enhance the current professional development and training programme in both the technical and non-technical areas

The process agreed is to confirm the objectives, scope and content and the implementation arrangements for professional development. These are identified in the memorandum of understanding entitled "Professional Development" (lodged in the VS-PVI Library).

70. ACCESS TO WORKPLACE

Any official of PVI shall be entitled to enter the workplace at any reasonable time for purposes related to the employment of members and/or the union's business. The official shall:

- Have regard to normal business operations in the workplace;
- Comply with existing reasonable procedures in regard to safety, health and security;
- As a courtesy, inform the employer of the nature of the visit.

71. WAGES AND TIME RECORDS

The employer shall, when requested by an authorised representative of PVI, provide forthwith access to a copy of or an extract from all or any part of the wages and time record relating to the employment of an employee covered by this agreement by that employer at any time in the preceding six (6) years in which the employer was obliged to keep a record.

72. WORKPLACE REPRESENTATION/DELEGATES

Subject to prior arrangement with the employer's authorised representative (such agreement shall not be unreasonably withheld), a delegate or other elected representative shall be released without loss of ordinary earnings for off-site union business.

Such business shall include pre-negotiation and negotiation work and national meetings required to attend to this business. In such cases, the employer agrees to meet the costs of up to 2 national delegate meetings per annum and the costs of attendance at negotiations for the renewal of this agreement.

The parties to this agreement agree that a regional delegate shall be introduced to new employees as part of the employee induction process.

73. EMPLOYMENT RELATIONS EDUCATION LEAVE

Employment Relations Education Leave is granted pursuant to Part 7 of the Employment Relations Act 2000, and the following is inserted to inform employees of those requirements.

The union is entitled to allocate to its members in the workplace of the employer a maximum of five days employer paid employment relations education leave for an individual in a calendar year subject to the formula as shown below.

This formula is based on the number of full-time equivalent union (FTE) members as at 1 March in each year in which this agreement applies. A full-time union member who works 30 hours or more per week shall be counted as 1 FTE. In the case of a union member working less than 30 hours per week, he/she will be counted as 0.5 FTE.

| Full-time Equivalent Employees as at 1 March in each calendar this Collective Agreement applies | Maximum number of days of Employment Relations Education leave that the union is entitled to allocate |
|--|--|
| 1-5 FTEs | 3 days |
| 6-50 FTEs | 5 days |
| 51-280 FTEs | 1 day for every 8 FTE union members or part thereof |
| More than 280 FTEs | 35 days plus 5 days for every 100 FTE union members or part of that number that exceeds 280 |

Not less than 4 weeks, notice of a projected course and its agenda shall be given to the employer, whose consent shall not be unreasonably withheld.

Time off shall be paid at the rate of ordinary pay for ordinary working hours spent in training. No reimbursement shall be made for loss of overtime or travelling time for time spent outside ordinary working hours.

In approving attendance at delegates' training courses, the employer shall not be liable for costs associated with travel, registration fees, meals and other incidental items.

74. UNION MEETINGS

During the term of this Collective Agreement, employees shall be entitled to a total of four hours leave per calendar year without loss of ordinary pay to attend meetings authorised by the President of the union, provided that each of the following conditions is fulfilled:

- a) That reasonable notice is given to the employer;
- b) That the time, place and date of the meeting shall be arranged to ensure no disruption to the employer's business activities;
- c) That 14 days' notice of off-site meetings shall be given to the employer by the union;
- d) That work shall resume as soon as is practical following the conclusion of the meeting;
- e) That only union members attending the meeting shall be entitled to payment and to ensure this, the union will provide the employer with a list of members attending the meeting and also advise the employer the time of the conclusion of the meeting;
- f) That, in order to ensure that the employers business is maintained, sufficient numbers of members will be made available on-site during the meeting to provide for business continuity.

CHAPTER 9: WORKPLACE STANDARDS AND DISPUTE RESOLUTION

75. WORKPLACE STANDARDS

EEO

The parties are committed to the principle of equality of employment opportunity. All terms and conditions of employment are to be implemented on that basis and in particular noting the requirement of Sections 56 and 58 of the State Sector Act.

Sexual Harassment

Sexual harassment is verbal or physical behaviour of a sexual nature which is unwelcome to the receiver and is embarrassing or intrusive. It affects morale, work effectiveness and the right to enjoy a good working environment.

MPI guidelines on what constitutes sexual harassment are available in each work place and training is available on request.

Responsibilities of Supervisors and Complainants when Dealing with Sexual Harassment

The Director General will maintain a work environment free of unwelcome behaviour and provide a mechanism for reporting sexual harassment, ensure a fair investigation and avoid reprisals against 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.

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.

Guidelines for supervisors and guidelines for complainants are to be made available on the Ministry's intranet.

76. DISPUTES RESOLUTION

The parties to this contract have agreed the following (sub-sections 76.1 - 76.3) as formal procedures for the resolution of disputes. However the parties agree to make every effort to resolve all issues through reasonable discussions in the first instance.

76.1 DISCIPLINE AND DISMISSAL

The following principles are to be followed when dealing with disciplinary matters:

- ◆ The employee must be advised of their right to request union assistance and/or representation at any stage.
- ◆ The employee must be advised of the specific matter(s) causing concern and a reasonable opportunity provided for the employee to state any reasons or explanations.

- ◆ The employee must be advised of the corrective action required to amend their conduct and given a reasonable opportunity to do so.
- ◆ Before any substantive disciplinary action is taken, an appropriate investigation is to be undertaken by management.
- ◆ Depending upon the seriousness of the misconduct, an oral warning should usually precede a written warning(s).
- ◆ The process and results of any disciplinary action are to be recorded in writing, sighted by and signed by the employee and place on their personal file.
- ◆ If the offence is sufficiently serious an employee is to be placed on suspension pending an investigation.
- ◆ An employee aggrieved by any action taken by an employer must be advised of their right to pursue a grievance in terms of the personal grievance procedure set out under section 76.2 of this Agreement.

76.2 PERSONAL GRIEVANCE AND DISPUTE RESOLUTION

An employment relationship problem is any problem relating to or arising out of the employment relationship between employer and employee. This includes a formal personal grievance or dispute but does not include matters associated with the negotiation of an employment agreement.

Employees can seek help and advice from PVI at any point in this process.

76.2.1 Resolving Employment Relationship Problems

In relation to any dispute, personal grievance or allegation of discrimination, harassment, or other workplace problems, the following are the steps that should be taken to resolve the problems as far as possible:

1. The problem should be clarified to ensure that there really is a problem and what is the nature of the problem. Facts should be checked and steps taken to ensure that something has not been misunderstood or misinterpreted.
2. The problem will, in most circumstances, be discussed between the employee and the immediate manager. If it is inappropriate to raise it with the immediate manager, the manager's manager, Business Director, an HR Advisor or a MPI Human Resources Manager can be approached.
3. The employee is entitled to consult with, be advised and represented by, a union representative at all stages of the process and will be advised by management of this entitlement as soon as management becomes aware that there is a problem.
4. Contact can be made with the Employment Relations Infoline as appropriate Call free 0800 800863 or visit the website at www.employment.govt.nz.
5. The problem will be discussed with the employee/er and investigated as appropriate.
6. Mediation will also be considered if the problem is not resolvable at that level. The Employment Relations Service may provide mediation or alternative mediation can be arranged.
7. If the problem remains unresolved the employee/er may approach the Employment Relations Authority:

- ◆ The Authority may direct mediation if it thinks that will still be useful.
- ◆ The Authority can investigate and make a determination about the problem.
- ◆ If the employee/er is dissatisfied with the determination of the authority, the problem can be taken to the Employment Court for a judicial hearing.

An employee who believes that he/she may have a personal grievance should raise it with the appropriate manager preferably in writing within 90 days of the grievance occurring or the date the employee becomes aware of the existence of the grievance

76.2.2 Personal Grievance

"Personal grievance" means any grievance that an employee may have against MPI because of a claim:

1. That the employee has been unjustifiably dismissed; or
2. That the employee's employment, or one or more conditions thereof, is or are affected to the employee's disadvantage by some unjustifiable action by MPI (not being an action deriving solely from the interpretation, application, or operation or disputed interpretation, application, or operation of any provision of this Agreement); or
3. That the employee has been discriminated against in her/his employment; or
4. That the employee has been sexually or racially harassed in her/his employment; or
5. That the employee has been subject to duress in her/his employment in relation to membership or non-membership of an employee organisation.

Note:

- ◆ A personal grievance must be raised within 90 days of the grievance occurring or of the date the employee became aware of it.
- ◆ When a personal grievance is raised with MPI, the employee and PVI must identify the nature of the grievance and what action is required.
- ◆ PVI will act for the employee during the grievance process unless the employee prefers to represent themselves or seek other representation.

76.2.3 Disputes

A dispute is a disagreement about the interpretation, application or operation of this agreement and is between any or all of the parties bound by this agreement.

Where such a dispute arises, PVI and MPI must be informed. This is because the dispute may affect other employees covered by this CA.

76.2.4 Formal Processes

(a) Mediation

With formal mediation it is up to the employee and MPI to reach an agreement on the outcome. The mediator facilitates the process. However the employee and MPI can agree at the start of the mediation for the mediator to decide on the outcome. If the employee and MPI agree to this then the mediator's decision is final and cannot be appealed.

(b) Employment Relations Authority

If agreement is not reached at mediation then the employee or MPI can take the problem to the Employment Relations Authority. If the problem is about a strike or lockout or injunction then the employee, and PVI can take the issue to the Employment Court.

The Employment Relations Authority looks at the whole situation rather than the technicalities of a case. It may look into anything it thinks is relevant to the case. It may also send the parties back to mediation if it thinks that the parties have not gone through that process properly.

(c) Employment Court

If the Employment Relations Authority arrives at a decision that the employee or MPI do not agree with this can be appealed to the Employment Court. Appeals must be made within 28 days of the Authority making its decision.

77. OTHER EMPLOYMENT AND CONFLICTS OF INTEREST

An employee shall not, for the duration of this Agreement, set themselves up or engage in private business or undertake other employment in direct or indirect competition with MPI using knowledge or material gained during the course of their employment.

An employee may undertake other employment, including voluntary work so long as such employment is in the employee's own time and does not conflict with demands of MPI business. How to deal with these and other instances of conflicts of interest is outlined in State Services Standards of Integrity and Conduct and MPI guidelines, which are readily available to employees on the Ministry's intranet.

CHAPTER 10: CEASING EMPLOYMENT WITH MPI

78. NOTICE OF TERMINATION

Excluding the case of a redundancy situation when the provisions of sub-section 66.1 will apply, notice of termination shall be as follows:

- ◆ In the case of permanent employees except those on trial, one month's notice of termination of employment shall be given by either party except as provided below but this may be varied by mutual agreement.
- ◆ In the case of all other employees one week's notice of termination of employment shall be given by either party.
- ◆ Notwithstanding any of the above, in the case of serious misconduct the Director General may dismiss any employee with a lesser period of notice than specified above, or without notice.

79. CERTIFICATE OF SERVICE

Employees who leave MPI 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.

80. DISCIPLINE AND DISMISSAL

The principles to be followed when dealing with disciplinary matters are detailed in sub-section 76.1.

CHAPTER 11: SAVINGS

81. APPLICATION OF THIS AGREEMENT

Unless specifically varied by this Agreement, nothing in this Agreement shall operate to reduce wages and conditions of employment applying to any employee at the date of this Agreement coming into force.

SIGNATORIES TO THE AGREEMENT

Dated at WELLINGTON this 6th day of August 2019

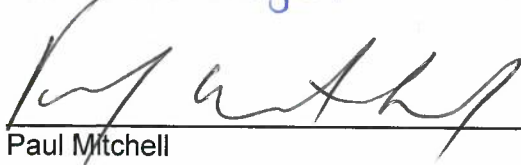


Ray Smith

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

AND:

Dated at Wellington this 6th day of August 2019



Paul Mitchell
PVI President

APPENDIX 1: Grandparented Provisions

Sick Leave

Employees who were PVI members as of 23 December 2013 and who were entitled to accrue sick leave at the rate of 15 days per annum will continue to do so.

Employees who were PVI members as of 23 December 2013 and who had a sick leave balance of more than 260 days will keep this balance but not accrue any further sick leave until their balance drops below 260 days

Retiring Leave

These provisions are only applicable to employees who started in MAF before 1 January 2001 or to those who were covered by Schedule 3 – TTS Terms & Conditions of the 1 July 2011 MAF NUPE Collective Employment Agreement at time of settlement of the 2013 MPI PVI Collective Employment Agreement (23 December 2013).

Entitlement

The Director General shall provide retiring leave, as set out in the table below, to those employees who are 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; and

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 Resigning Leave or Cessation Leave.

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

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

| <u>Months</u> <u>Years</u> | <u>0</u> | <u>2</u> | <u>4</u> | <u>6</u> | <u>8</u> | <u>10</u> |
|-------------------------------|----------|----------|----------|----------|----------|-----------|
| 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 | | | | | |

Other Entitlements

An employee who is retiring on medical grounds, or 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 employees whose services are dispensed with through no fault of their own, before reaching retiring age, the Director General will consider granting retiring leave in accordance with this Table:

| Service Qualification Required | Retiring Leave (working days) |
|-------------------------------------|-------------------------------|
| Completion of 15 years | 65 days |
| Completion of 10 and under 15 years | 44 days |
| Completion of 5 and under 10 years | 22 days |

Previous Service

Previous service for the purposes of retiring leave is defined in section 6.

Method of Payment

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

Anticipation

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.

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.

Resigning Leave

Resigning leave, as set out in the following table, may be granted to employees who resign from MPI having completed service as follows and who were Vets covered by Clause 51 of the 1 July 2011 MAF NUPE Collective Employment Agreement at time of settlement of the 2013 MPI PVI Collective Employment Agreement:

| 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 those employees who have given one months' 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.

APPENDIX 2: Specifics on Coverage of Casual Employees

NATURE OF WORK:

Casual employment is on an "as and when" required basis at all times. MPI is entitled to offer the employee casual employment at any time to meet its operational requirements. MPI is not obligated to offer the employee work at any time. Similarly, the employee is entitled to accept or reject any offer of work at any time.

Each period of casual employment is a separate engagement. Where more than one period of casual employment is undertaken, the employment ceases at the end of each period. A period is defined by agreement. Service is not continuous between periods.

Nothing in this agreement provides any entitlement to further employment beyond each period of casual employment. The employee should not have any expectation of further offers of casual employment.

REQUIREMENT FOR SPECIFIC AGREEMENT

Casual employees will be advised in writing of the work to be undertaken.

REMUNERATION – Verification Services

Remuneration will be agreed in writing prior to the commencement of the casual employment, taking into account the duties of the role and will be 25% above the hourly rate for Meat Vets (Range 9) or TTS (Range 10) per hour.

Remuneration will cover all overtime, penal rates and allowances and associated leave.

The hourly rate will be reviewed in the course of the annual remuneration review.

HOURS OF WORK

The employee's actual hours of work (number and timing) will be as agreed. Once the employee and MPI have agreed to a period of work the employee has to carry out the work and MPI has to pay the employee for the work carried out.

ANNUAL LEAVE

Annual holiday pay will be paid regularly with each pay as per s28 of the Holidays Act 2003.

PUBLIC HOLIDAYS

You are entitled to Public Holidays in accordance with the Holidays Act 2003. If required to work on a statutory holiday the employee will be paid at T1.5 of normal pay for the time actually worked. In addition the employee will be entitled to an alternative holiday.

SICK LEAVE

The employee may be entitled to Sick Leave in accordance with the Holidays Act 2003. Where the employee is entitled under the Act then sick leave may be taken when the employee or their spouse/partner are sick or injured, or where a person who depends on the employee for care is sick or injured.

BEREAVEMENT/ TANGIHANGA LEAVE

You may be entitled to bereavement leave in accordance with the Holidays Act 2003.

NOTICE OF TERMINATION

One week's notice of termination of employment shall be given by either party unless agreed otherwise.

EXTENSION OF OTHER SECTIONS

In addition to the specific provisions of this appendix the following sections will also apply to casual employees:

- 14 Meal Breaks
- 15 Personal Files
- 33.1 Health & Safety
- 33.2 Eye Conservation
- 33.8 Further Support
- 39 Consultation
- 44 Employee Protection Provision
- 51 Workplace Standards
- 52 Disputes Resolution

APPENDIX 3: Terms of Settlement 2019

Ministry for Primary Industries
Manatō Ahu Matua



10 July 2019
24 July with one-off payment amended from \$600-\$800

Ms Nadine Marshall
PVI National Organiser

Dear Nadine

MPI/PVI Collective Agreement Offer for Settlement

This letter of offer and the attached draft collective agreement represents the Ministry's offer for the settlement of a new collective agreement following bargaining.

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.

Please contact me for any clarification of the key items listed below, in the event that they do not accurately describe our offer, or of anything that appears to be missing.

General

1. Coverage

The new Collective Agreement will now include coverage of:

- Verification Services directorate, including staff and Managers up to Level 5.
- All members employed by MPI in its Incursion Investigation & Surveillance Animal Health team who are veterinary qualified Surveillance Advisers, Senior Advisers, Principal Advisers or Incursion Investigators.

2. Term

Subject to ratification advised by 31 July 2019, the new collective agreement will come into force on 1 July 2019 and expire on 1 July 2021.

Charles Fergusson Building, 34-38 Bowen Street
Wellington 6140, New Zealand
mpi.govt.nz



3. Engagement fora for the term

1) National Forum

- a) **Scope:** Covers national matters of strategy, vision and approach with purpose to ensure ongoing constructive engagement between PVI and MPI. Encourage cooperation between PVI and VS on MPI VS direction and aid VS staff engagement and understanding. Agenda developed in partnership, agreed and communicated at least 3 weeks in advance. Parties commit to come prepared based on agenda.
- b) **Meetings:** two per annum
- c) **Members:** up to 7 PVI member delegates
- d) **Costs:** covered by MPI VS

2) Operational Forum

- a) **Scope:** Covers application and operationalisation of CEA. A regular information exchange and exploration of topics of relevance/trends/developments. Establish working groups to explore priority topics of interest e.g. culture shift/ alignment with business needs. Issues with application of CEA, Library and/or Terms of Settlement. Operational issues that are not able to be resolved at the local level
- b) **Meetings:** Bi monthly skype calls
- c) **Members:** 7 PVI members
- d) **Costs:** Covered by MPI VS

3) Remuneration working group

- a) **Scope:** annual review of the salary rates and ranges covering PVI members, including market data.
- b) **Meetings:** one per annum
- c) **Members:** up to 4 PVI delegates
- d) **Costs:** Covered by MPI VS

Pay & Pay Systems

1. Verifier Remuneration

The parties agree to use an externally facilitated, interest-based problem solving (IBPS) process to progress a review of verifier remuneration.

The remuneration round recommendations for adjustments to ranges are accepted and published as 1 July 2019 Verifier Salary Ranges.

2. Incursion Investigators

The pay rates for all Incursion Investigation team members are covered by the MPI General Salary ranges, and are included in the CA.

The parties agree to an interim benchmark of an Industrial & Services median for ranges D and E, and the public sector median for range C. The parties agree individuals will move from current salary to the next highest step on the new relevant ranges, effective 1 July 2019, with a second step applied if that move is less than 3%, up to a bolded step. For 1 July 2020 a step will be applied if below a bolded step, or a 2% movement if above that. MPI intends to review benchmarks for all Science/Technical roles.

3. General Salary Ranges

The three individuals on the general salary ranges will receive at least 1.5% movement, including onto a step where appropriate, effective 1 July 2019.

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Wellington 6140, New Zealand
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4. Shift Allowances/Shift Leave

As per the last Terms of Settlement and our current custom and practice, the parties agree to vary the Collective Agreement clause 9.3 to include the evening shift allowance and shift leave for vet verifiers who are not on a roster and for whom changes in plant operator start time means they work past 6pm (not intended to cover individual flexible working).

Hours of Work

Hours of work clause – Incursion Investigation team

5. Standard Hours of Work are an average of 8 hours per day and 40 hours per week, worked between Monday to Friday inclusive, between 7am and 6pm. Refer CA for more detail.
6. Overtime and TOIL: wherever possible employees are expected to manage additional hours as part of flexible work hours. Where that is not possible, overtime provisions will apply as time off in lieu at an hour for hour rate, with an agreed balance to be managed via flexible working and via planned time off. The employee and their manager may agree for accumulated, pre-approved TOIL beyond that balance to be paid out at their applicable salary rate, noting a penal rate may be appropriate. Refer CA for more detail.
7. On-Call: a per duty rate of \$75.30 is offered for the term of this CA, which ends 1 July 2021 and expires on 30 June 2022, to address fairness and duration of on-call for those staff engaged in high amounts of on-call proportionately. MPI would like to jointly review the on-call arrangements with PVI and across MPI. This payment is sunsetted to the term of this CA, at which point a new rate would need to be agreed. In the event of no agreement – the current approach to on-call (an annualised allowance based on the rest of MPI on-call rate of \$30/day) will revert from no later than 30 June 2022.

Other

8. Leave

MPI is offering enhanced Long Service Leave provisions i.e. two weeks' leave after 10 years, followed by one weeks' leave for every 5 continuous years' service in MPI thereafter.

9. Personal Wellbeing and Professional Development

VS is extending coverage of leadership coaching to all PVI members, as part of their development options.

MPI and PVI commit to enhancing the current professional development training programme across the behavioural, technical and leadership areas. The parties agree to explore, consult on and confirm the professional development, career opportunities and pathways for verifiers that support their contribution within their role (e.g. Proficient Verifier Behaviours) and the regulatory landscape (e.g. Triple O) and in preparing for future pathways both within VS and wider MPI, including emerging or growth topics/issues/sectors and approaches. The process is agreed as per Memorandum of Understanding (lodged in the PVI Library).

10. PVI Development Heads of Agreement and Fund

The parties commit to \$500 per PVI member per annum, to be centrally administered. The process flowchart is an appendix to this. It is designed to support the professional development of individual members. Professional development is the acquisition of skills, knowledge, experiences and behavioural competencies that underpin a culture of lifelong learning and personal growth.

11. Technical Changes

A number of 'smaller' edits have been made to the Collective Agreement for clarity and/or to reflect current or intended legislative changes. They include reference to Domestic Violence Leave, Civil Emergencies Leave and Rest and Meal Breaks. These can be seen in the final tracked change version of the document, with explanatory notes where appropriate.

12. 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 PVI members as at the date of ratification of this collective to the value of \$800 gross, and not for anyone joining after.

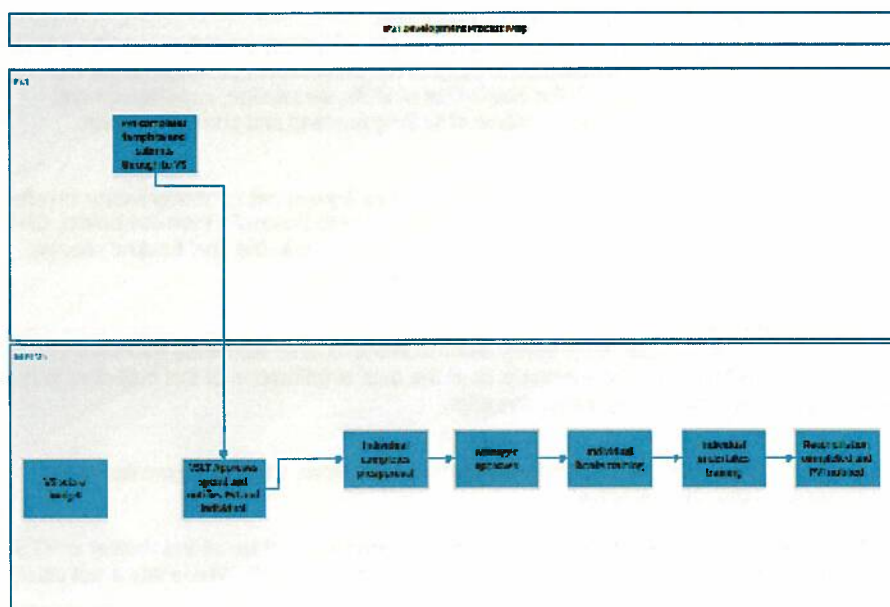
Note1: individual or grand-parented agreements will remain in force, where they provide better terms and conditions than the collective.

Note2: with expanded coverage the parties have not necessarily meant for all Vet Verifier or TTS provisions to be extended to General Salary Range or management staff. Where this is not clear, the parties agree they will not apply, unless agreed later.

Yours sincerely



Erina Clayton
Director HR



Charles Fergusson Building, 34-38 Bowen Street
Wellington 6140, New Zealand
mpi.govt.nz