



APEX
MINISTRY OF EDUCATION

PSYCHOLOGISTS
COLLECTIVE AGREEMENT

3 APRIL 2023 – 30 JUNE 2025

If you have any issues with this employment agreement including:

- hours of work
- salaries
- rosters
- annual leave
- public holidays
- sick leave
- bereavement leave
- parental leave
- health & safety
- any part of your working life

Contact your delegate or APEX

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**Ministry of Education,
and APEX**

**Collective Agreement
for
Psychologists**

3 April 2023 – 30 June 2025

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PART 1 COVERAGE AND SCOPE

1.1 Parties to the Agreement

The parties to this agreement shall be the Secretary for Education and the Association of Professional and Executive Employees Inc. (APEX).

1.2 Coverage

1.2.1 This agreement will cover Intern Psychologists/Psychology Interns and registered Psychologists, who are employed by the Ministry, in a Psychologist, Intern Psychologist/Psychology Interns, or School Wide Practitioner position and who are, or become members of APEX.

1.2.2 The parties agree that new occupations may be added to the coverage of this Agreement.

Where a new permanent and substantive occupational group is to be established by the Ministry to deliver specialist education services in a similar manner to other occupational groups falling within the coverage of this Agreement, the job description, including the required minimum professional and/or academic qualifications and previous relevant experience, will be provided to APEX for discussion prior to advertising to fill the first position(s). This is to enable reasonable time for discussion and agreement around the appropriateness of coverage by this Agreement.

1.2.3 Where it is agreed under 1.2.2 that an occupational group should be covered, the coverage provisions of this Agreement may be formally varied to include the new occupational group by exchange of letters between the Secretary of the Ministry of Education and the National Secretary of APEX.

1.3 Term of Agreement

This Agreement shall be effective from the date of ratification [insert ratification date] and it will expire on 30 June 2025.

1.4 Definitions

- (a) APEX, Union shall mean the the Association of Professional and Executive Employees Inc.
- (b) Employer shall mean the Secretary of the Ministry of Education (the Secretary)
- (d) The Ministry shall mean the Ministry of Education

1.5 Problem Resolution

The parties will endeavour to resolve any problems identified with the operation of this Agreement as they arise.

1.6 Equal Opportunities & Pay and Employment Equity Provisions

1.6.1 The Ministry is committed to promoting, developing and monitoring equal employment opportunities and programmes. Attention is drawn to the Equal Employment Opportunities provisions of the Public Service Act 2020. This requires the Secretary to:

- (a) In each year develop and publish an Equal Employment Opportunities Programme;
- (b) Ensure in each year that the Equal Employment Opportunities Programme for that year is complied with throughout the Ministry;
- (c) Include in the annual report of the Ministry:

- (i) A summary of the Equal Employment Opportunities Programme for the year to which the report relates; and
- (ii) An account of the extent to which the Ministry was able to meet, during the year to which the report relates, the Equal Employment Opportunities Programme for that year.

1.6.2 An Equal Employment Opportunities Programme means a programme that is aimed at the identification and elimination of all aspects of policies, procedures and other institutional barriers that cause or perpetuate, or tend to cause or perpetuate, inequality in respect to the employment of any persons or group of persons.

1.6.3 The parties agree that remuneration; job choice and job opportunities in the public service, public health and education sectors should not be affected by gender.

1.6.4 The parties will engage over pay and employment equity. The parties will develop a response plan for any inequities found as part of this process.

PART 2 GENERAL PROVISIONS

2.1 Hours of Work

2.1.1 An employee shall normally work 37 hours 55 minutes each week Monday to Friday. With approval, hours and/or days of work may be varied to accommodate either work on a part-time basis, flexible working arrangements or to take authorised leave of absence.

2.1.2 Time off in lieu (TOIL)

Equivalent time off in lieu will apply on the basis of one hour off for one hour worked. All employees are eligible to receive time off in lieu, where they work in excess of their normal hours of work. The additional time worked and the taking of the time off in lieu must be mutually agreed by the manager and the employee. Time spent at conferences and courses outside of working hours would not ordinarily qualify for TOIL unless the employee is required to attend.

2.2 Flexible working arrangements

Under the Employment Relations Act 2000 employees can request a variation of their working arrangements. Employees should, wherever possible, be granted the opportunity of flexible working hours. The Ministry will consider requests from employees who seek to vary their hours of work. The Ministry supports the provision of flexible working arrangements in order to recognise differing personal circumstances and preferences and to accommodate changing life stages. The Ministry is committed to being flexible by default. The Ministry has developed a suite of policies that reflect such commitment. The Ministry will, through Managers, work with staff to create an environment where flexible working arrangements are an accepted part of the Ministry's culture. All staff have the right to request flexible working arrangements. The Ministry will consider all requests as soon as possible and decide within one month. Approval will not be unreasonably withheld. The Ministry will only decline a request where there is a valid reason to do so under Section 69AAF of the Employment Relations Act 2000.

A variety of flexible working arrangements can be discussed including, but not limited to days and hours of work as well as place of work.

Where a request is declined an employee may seek a review of the decision by the decision-makers one-up manager. The review outcome will be provided, wherever possible, within 15 working days.

2.3 Morning, Mid-day and Afternoon Tea

2.3.1 No employee shall be required to work longer than three hours without a paid 10 minute (morning/afternoon) refreshment break or four hours without a meal break.

2.3.2 All employees will receive each day free tea, coffee, milk and sugar (or appropriate alternatives) for morning, mid-day and afternoon breaks. This may be by way of provision of ingredients or reimbursement of the purchase of these ingredients.

2.3.3 Where employees are located in schools and use school ingredients the Manager Integrated Services (or equivalent role) and staff member will agree on an appropriate contribution to the

school for tea, coffee, milk and sugar to be paid by the Ministry to the school as a first option or reimbursed to the staff member at an agreed amount.

2.4 **Appointment and Review Criteria**

2.4.1 Advertising Positions

All permanent positions must be advertised nationally.

2.4.2 Categories of Employment

All positions shall be permanent. However, there is the provision for the employer to appoint a fixed term employee, into an existing permanent position in certain situations.

The following types of employees may be appointed:

- (a) Permanent full-time employees - employees who work full-time hours and have an expectation of ongoing employment;
- (b) Permanent part-time employees - employees who work less than full-time hours and have an expectation of ongoing employment;
- (c) Fixed-term employees - employees may be appointed either full-time or part-time for a fixed term, and whose employment will end either:
 - At the close of a specified date or period; or
 - On the occurrence of a specified event; or
 - At the conclusion of a specified project

The employer must have genuine reasons based on reasonable grounds for specifying that the employment of the employee is to end in the way outlined in (c) above. The employer must also advise the employee of when or how his or her employment will end and the reasons for his or her employment ending in that way.

Usually this detail is set out in the letter of appointment.

2.4.3 Part-time Employment

- (a) Employees may apply to the Secretary or delegated nominee for approval to work part-time on a permanent basis.

Applications to change hours of work permanently or for a fixed period of time will be made in writing to the line manager. Applications, which should include reasons for the request, will be given due consideration and a decision confirmed in writing to the employee with clear reasons for the decision.

- (b) Part-time and reduced hour employees are entitled to the same conditions of employment as full-time employees provided that:
 - (i) Salaries and allowances will be paid on a pro-rata basis; or
 - (ii) Paid leave, such employees will be paid at the rate that is being paid for the current working week.
- (c) Reimbursing expenses and leave without pay will be granted as for full-time employees in accordance with applicable Ministry policies.

2.4.4 Job Sharing

- (a) Where two people each holding permanent positions at the same level wish to share one job, an employer may designate one of the positions as a shared position and appoint the two applicants without advertising the vacancy. If one of the two joint holders subsequently leaves Integrated Services, the other has the right to assume responsibility for the position.
- (b) Any two applicants may jointly apply for appointment to a position which has been designated as job share and they will be assessed as one applicant. If one of the holders of a job share position resigns, the employer may appoint the other holder to the position without advertising the position.
- (c) With respect to (a) and (b) above, where the full responsibilities of the position are not taken up the following options apply:
 - (i) The employer may agree to another suitable person to share the position, however the position would first need to be advertised;
 - (ii) The employee will be confirmed in the relevant proportion of part-time work originally assigned under the shared position without the need to re-advertise the position;
 - (iii) For (b) only and where neither (i) or (ii) is able to be implemented because of the key requirements of the position, the employee will be given the appropriate notice of termination. During this period the employee will be invited to apply for suitable vacancies. Where the employee is unsuccessful in obtaining a position the employee's employment will be terminated.
- (d) Salaries and leave shall be paid on a pro rata basis. Increments shall be payable on the same basis as for full-time employees, i.e. on 3 April each year from 3 April 2024.
 - (i) Public holidays - Public holidays are only available where the employee would normally work on the particular day on which the public holiday falls.
 - (ii) Annual and Sick Leave - as for part-time employees.
 - (iii) Other leave would be available on the same basis as permanently appointed full-time employees.

2.4.5 Fixed Term Employees

- (a) Except as outlined below a fixed term employee shall be regarded as permanent for the operation of the terms of this agreement when:
 - (i) The appointment is for more than one year; or
 - (ii) Each period of fixed term service within a single 12 month period adds up to one year's service.
- (b) The provisions for fixed term employees employed for less than a year, will be the same as for permanent employees or as specified in the appropriate clause or section.
- (c) If a fixed term employee is working in place of a permanent employee, the fixed term employee will be advised that the period of employment is dependent on the notification of the date of return of the permanent employee.

- (d) Transfer and travel expenses in taking up the position shall be as for other employees i.e. by negotiation and agreement between the employer and employee or agent including assistance to and/or from the location.
- (e) Expenses incurred in the carrying out of official business shall be as for other employees i.e. reimbursement on an actual and reasonable basis.

2.4.6 Appointment Criteria

- (a) Attention is drawn to the Public Service Act 2020 insofar as it provides that the person best suited to the position shall be appointed. In applying that section the employer will have regard to the experience, qualifications and abilities relevant to the position and such other relevant matters as it determines.
- (b) Employers are required to make available to all applicants on request details of the duties to be carried out and the criteria being adhered to in making that appointment.
- (c) Equal employment opportunities principles shall be applied and demonstrated in appointment procedures.

2.4.7 Review of Appointment

- (a) Employees shall have the right to request a review in relation to any appointment or any aspect of the appointment process (whether or not the employee was an applicant) except for acting appointments.
- (b) The review process is available from the employee's manager, the People Capability Group in National Office or on the Ministry Intranet.
- (c) A review is initiated by lodging an application for a review, in writing, with the Group Manager People Capability within 5 working days of the formal notification of the provisional appointment.

2.4.8 Appointment to position of Intern Psychologist

- (a) Subject to the requirements of the Employment Relations Act appointment the Intern Psychologist position will be by way of fixed term appointment.
- (b) Following completion of a recognised Psychologist Internship Programme there is no expectation of ongoing employment past the date specified in the letter of appointment and/or employment agreement.

2.5 **Disciplinary, complaints and competency procedures**

2.5.1 Complaints

- (a) Where there appear to be concerns, discussion between the complainant, the employer and employee (where appropriate) may resolve matters of concern. Where this is not the case, further action can only be taken if those complaints are set down in writing.
- (b) The employee must be advised of her/his right to request union assistance and/or union representation at any stage.
- (c) Full details of the written complaint including any supporting material should be referred to the employee concerned for reply.

- (d) The employer shall consider the employee's reply before making a decision. Anyone who has a conflict of interest in the matter of concern or investigation shall take no part in any decision making in respect of the matter.
- (e) Every effort shall be made by the employer to reconcile the differences involved and achieve an outcome that is fair to the employee and the complainant.
- (f) Nothing in this clause prevents the employer from initiating disciplinary procedures in terms of clause 2.3.2.

2.5.2 Disciplinary Procedures

In any disciplinary procedures initiated by the employer against an employee the following principles shall be observed:

- (a) The employee must be advised of her/his right to request union assistance and/or union representation at any stage.
- (b) Before any substantive disciplinary action is taken, an appropriate investigation is to be undertaken by the employer.
- (c) The employee must be advised in writing of the specific nature of the alleged conduct and a reasonable opportunity provided for the employee to respond. Full details including any supporting material about the matter should be referred to the employee concerned for reply.
- (d) If the alleged conduct is sufficiently serious an employee may be either suspended on pay or transferred temporarily to other duties, pending an investigation. In exceptional circumstances an employee may be suspended without pay.
- (e) Depending upon the seriousness of the misconduct, an oral warning should usually precede a written warning.
- (f) The process and results of any disciplinary action are to be recorded in writing the employee advised in writing of the outcome and placed on their personal file.
- (g) The employee must be advised in writing of any corrective action required to amend her/his conduct and given a reasonable opportunity to do so.
- (h) An employee who has been suspended under sub clause (d) above and the allegation is found to be without substance must be entitled to resume the position from which he/she was suspended.
- (i) An employee aggrieved by an action taken by the employer must be advised of her/his right to pursue a grievance in terms of the personal grievance procedures contained in Part 7 of this agreement.
- (j) Nothing in this Clause prevents summary dismissal without notice in the case of serious misconduct.

2.5.3 Competency

Where there are matters of competency which are causing concern, the employer shall put in place appropriate collegial professional and personal guidance to assist the employee in the task to be accomplished. If this assistance does not remedy the matters of competency causing concern the following provisions should govern the action to be taken.

- (a) The employee must be advised of her/his right to request union assistance and/or union representation at any stage.
- (b) The employer must advise the employee in writing of specific matter(s) causing concern and of the corrective action required and the timeframe allowed.
- (c) The process and results of any evaluation are to be recorded in writing, sighted, and a copy given to the employee.
- (d) A copy of any report made by the employer shall be given to the employee.
- (e) No action shall be taken on the report by the employer until the employee has had reasonable time to comment (in writing or orally or both) to the employer.
- (f) The process to be followed will be consistent with and managed in accordance with the Ministry's policies and available on the Ministry's Intranet or from the employee's manager.

2.6 Working Conditions

2.6.1 The Ministry is responsible for providing good and safe working conditions and opportunities for the enhancement of the abilities of individual employees under the Public Service Act 2020 and Health and Safety at Work Act 2015.

- (a) Employees can expect that workloads will be equitable, fair, reasonable and safe. The Ministry acknowledge the importance of appropriate caseloads for Field Staff in the interests of both quality outcomes and staff wellbeing. Both the manager and employee have an obligation to review workloads. Where the employee has concerns regarding workloads, this should be raised with their manager in the first instance for discussion and resolution. Should the matter not be resolved, escalation through a union representative with People Capability support may be appropriate.
- (b) Employees will only be required to work in situations where there is no heightened personal risk and the facilities and equipment are appropriate to the task.
- (c) The parties agree in principle that responsibility for offering pre-exposure immunisation to employees rests with employers who should accept responsibility for safety in the workplace, advised as necessary by the Health officials.
- (d) In situations where employees may be at significantly increased risk of acquiring hepatitis B or similar diseases because of the nature of their job, the situation shall be assessed on an individual basis to decide if immunisation programmes would be set up to cover all employees exposed to such a risk.
- (d) In all situations where there is a risk of infection, it shall be the duty of employers to require safe working practices on the part of employees and to ensure appropriate hygiene measures are followed to reduce such risk to a minimum, whether or not immunisation is considered advisable.

2.6.2 Work-life Balance

The Ministry's objectives are to have workplaces where the work-life balance requirement of employees can be met and employees work in an environment which meets occupational safety and health requirements.

The Ministry and APEX will monitor workloads to ensure that regular and/or excessive additional hours of work are not required. To facilitate this, the parties agree to use established forums whereby, representatives will meet with the Ministry to discuss union members' experiences and put forward such matters for the Ministry consideration and resolution.

2.7 Personal Files

Employees shall have access to their personal files in accordance with the Privacy Act 1993. This Act outlines responsibilities for the collection, storage and availability of personal information.

2.8 Re-entry after absence due to Childcare

2.8.1 An employee who resigned from a permanent position to care for pre-school children may apply to re-enter the Ministry under preferential provisions as set out in this clause provided that:

- (a) The absence does not exceed four years from the date of resignation or, five years from the date of cessation of duties to take up parental leave.
- (b) The applicant must:
 - (i) Produce a birth certificate for the pre-school child;
 - (ii) Sign a statutory declaration to the effect that absence has been due to the care of a pre-school child and paid employment has not been entered into for more than 20 hours per week.
- (c) An applicant seeking to return to the Ministry should give at least three months' notice and renew that notice at least one month before the date they wish to return to work or one month before the expiry of the period in (a) whichever is the earlier.

2.8.2 Where the employee meets all the provisions of clause 2.6.1 above, and at the time of application:

- (a) Has the necessary skills to fill competently a vacancy which is available in the Ministry; and
- (b) The position is substantially the same in character and at the same or lower salary and grading as the position previously held,

then the applicant under these provisions is to be appointed in preference to any other applicant for the position.

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

2.8.4 If an applicant under this provision is not appointed to any position within three months after the expiry of the period in clause 2.6.1(a) the benefits of these provisions will lapse.

2.8.5 Absence for child care reasons will interrupt service but not break it. The period of absence will not count as service for the purposes of sick leave or annual leave or any other leave entitlement.

2.9 Organisational Change

2.9.1 Principles

The parties to this agreement recognise the serious consequences that the loss of employment can have on individual employees and propose to minimise this as far as possible by using the provisions of this agreement to keep as many employees as possible in employment.

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

The aim of these provisions will be to reach agreement and make recommendations to management, who will endeavour to take the views into account as far as possible before making final decisions.

Counselling for an affected employee(s) and their families will be made available if necessary.

2.9.2 Application

These provisions will apply to all employees who for all intents and purposes have an ongoing expectation of employment. They will not apply to employees engaged as fixed-term employees (as defined in clause 2.2.2 of this agreement) who have reached the expiry of their agreement.

2.9.3 Advice and Consultation

APEX will be advised by the Secretary of any review which is likely to result in significant changes to the organisational structure, staffing or work practices affecting employees. The Secretary will provide APEX with an opportunity to be involved in the review. Where the decision to make a change or to undertake a review is beyond the control of the Secretary this notification will be made as soon as possible after the decision is announced.

2.9.4 Identification of Affected Staff

When, as a result of the review referred to above and at the conclusion of the consultative process, the Secretary requires a reduction in the number of employees, or employees can no longer be employed in their current position, at their current remuneration or work location (i.e. the terms of appointment to their present position are altered), the affected staff will be identified to APEX, and every attempt will be made to accommodate those staff in accordance with the provisions of this Agreement.

2.9.5 Managed Attrition

Attrition means that as people leave their jobs because they retire, resign, transfer, die or are promoted then they may not be replaced. In addition, or alternatively, there may be a partial or complete freeze on recruiting new employees or on promotions.

Within the context of a process of organisational change, the Secretary may operate a policy of managed attrition either within a particular affected work situation or across the wider organisation.

Where the Secretary determines that a freeze is necessary APEX will be consulted as to how the freeze would apply.

The parties recognise that attrition can have an effect on employees and their ability to meet Ministry objectives. The policy will be regularly reviewed by the Secretary to address organisational, operational or training issues.

2.9.6 Reconfirmation and Reassignment

The Secretary may, following consultation and agreement with APEX (which will not be unreasonably withheld), either reconfirm in the same or similar position, or reassign to an alternative position for which they are suitable, those employees affected by a review.

Where reconfirmation or reassignment takes place within the Ministry the provisions in 2.9.7 and 2.9.8 will apply.

2.9.7. Reconfirmed in Position

The parties agree that use of the reconfirmation provisions will be maximised in terms of placements to a suitable position within the Ministry. The following principles will apply:

- (a) Where there is only one employee who is a clear candidate for a position and the criteria below are met, then that employee is to be confirmed in it.
- (b) The criteria for reconfirmation shall be as follows:
 - (i) The new job description is the same (or very nearly the same) as what the employee currently does;
 - (ii) The salary for the new position is the same;
 - (iii) The new position has terms and conditions of employment (including career prospects) agreed with APEX that are no less favourable;
 - (iv) The location of the new position is the same (NOTE: this need not necessarily mean the same building and/or the same street).

In those situations where there is more than one clear candidate the position will be advertised among those candidates, with appointment made as per normal Ministry appointment procedures;

- (c) Proposed reconfirmations will be advised to all affected employees to enable them to assess whether they meet the criteria. For those employees who meet the criteria and do not wish to be reconfirmed the only option available will be leave without pay.
- (d) Job descriptions (current and proposed) shall be available to those employees who are to be reconfirmed at the time that the reconfirmation list is published.
- (e) APEX may propose that an employee be reconfirmed where that employee believes their current job is sufficiently similar to a new job.

2.9.8 Reassignment

Following reconfirmation, and where under 2.7.6 above, agreement has been reached between the Secretary and APEX on reassignment, if there are any vacant positions, then the Secretary and APEX will meet to assess the skills of all those employees still left without a position, and to reach agreement for appointment to new positions.

- (a) In determining the parameters for reassignment, the Secretary and APEX will address cases on an individual basis, with a view to placing as many employees as possible by matching individual skills with positions which require similar skills. Interviews may be held to determine the level of skill. This exercise may involve individuals undertaking some on-the-job training or attending training courses. Such training needs will be identified prior to the individual being reassigned.
- (b) Employees to be reassigned under this process shall be consulted prior to any appointment being made.

- (c) Where a suitable reassignment is offered and this offer is not accepted the employee will not be surplus and the provisions relating to surplus employees will not be available. A suitable position shall mean a position, at a similar responsibility level, in which an employee can adequately perform the duties with their current skills and knowledge and:
- The offered employment is within a reasonable commuting distance from their home;
 - The salary, and conditions are no less favourable; and
 - The duties and responsibilities are comparable.
- (d) Where a suitable reassignment is offered at a lower salary, an equalisation allowance will be paid to preserve the salary of the employee at the rate paid in the old job at the time of reassignment. In these circumstances, the employee may decline the reassignment offer and retain access to the surplus employee provisions of this agreement.

The salary can be preserved in the following ways:

- A lump sum to make up for the loss of basic pay for the next two years (this is not abated by any subsequent salary increases); or
 - An ongoing allowance equivalent to the difference between the present salary and the new salary. (This is abated by any subsequent salary increases.)
- (e) Where the new job is at a location outside the local area, assistance with transfer expenses shall be provided on the basis that the employee should not suffer financial loss in respect of expenses incurred as a result of transfer. In these circumstances, the employee may decline the reassignment offer and retain access to the surplus employee provisions of this agreement.

A decision will be made by the Secretary on the provisions to be applied in each particular case. A package from the range of items below may be selected. (The range of items is not exclusive and the level of compensation for an item may be varied).

Items

- (i) Reimbursement of fares and accommodation expenses for the journey to the new location.
- (ii) Assistance with 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.
- (iii) Reimbursement of accommodation expenses, initially for up to seven days at the new location, with further assistance on a subsidy basis for up to a maximum of three months before permanent housing is available at the new location.
- (iv) Reimbursement of land agent's commission and legal fees where the employee sells their house and/or buys another house at the new location.
- (v) A variable grant for employees on moving to the new location up to a maximum of the equivalent of one month's salary.
- (vi) A variable grant for employees after a predetermined number of years at a

location, with a maximum grant up to the equivalent of three months' salary, provided the grant does not exceed the equivalent of one month's salary for each year of the qualifying period.

- (vii) Reimbursement of additional actual and reasonable child care expenses, including travel costs, for one year.

Where the new job is within the same local area and extra travelling costs are involved, actual additional travelling expenses equivalent to travelling by public transport shall be reimbursed for up to 12 months.

Where the new job is within the same local area and the extra travelling time one-way to the new place of work by public transport is more than 30 minutes, transfer expenses as in 2.7.8(e) apply.

Where employees are to be relocated at least 3 months' notice shall be given to employees, provided that in any situation a lesser period of notice may be mutually agreed between or APEX and the Secretary where the circumstances warrant it for their respective members (and agreement shall not be unreasonably withheld).

2.9.9 Surplus Employees

All affected employees who:

- Are not placed by reconfirmation;
- Who have not been offered a suitable reassignment; or
- Who have declined an offer of reassignment at a different location or at lesser terms and conditions;

are surplus and the following provisions apply:

(a) Notification of Surplus

The Secretary will notify APEX and the surplus employees a minimum of one month prior to the date that the surplus is required to be discharged. When circumstances warrant this date may be varied by agreement between the parties.

At that time the following information shall be made available to the National Office of APEX with a copy to the appropriate Regional Office:

- (i) The location(s) of the surplus;
- (ii) The total number of surplus employees; and
- (iii) The positions and names of the surplus employees.

APEX will be supplied with additional information on request.

(b) Details of Conditions and Options

During this period the Secretary and APEX will meet to reach agreement on the options which are appropriate to the circumstances and will be available to surplus employees.

The following options may be available:

- Leave Without Pay
- Retraining
- Redeployment/Job Search
- Redundancy Compensation (case by case basis).

How the options may be used, other options which the parties may agree to, and the types and levels of financial assistance, will be negotiated on a case by case basis between the Secretary and APEX.

(c) Redeployment

The Secretary may, following consultation and agreement with APEX, ask employees to complete a curriculum vitae seeking redeployment within the Ministry, other Public Service departments or other state sector agencies or organisations, including within the education service. The same provisions will apply as for reassignment. Time off on pay may be made available for job seeking. Assistance will be given for the preparation of curriculum vitae.

2.9.10 Leave Without Pay

There is provision for special leave without pay within a defined period without automatic right of re-engagement (this excludes parental or sick leave). This may include an opportunity for training.

2.9.11 Alternative to Severance for Contributors to Superannuation

As an alternative to the redundancy compensation option, surplus staff who belong to GSF or NPF who are within 10 years of eligibility for National Superannuation and have 10 years total service may have their redundancy compensation paid and may use the payment to make up the actual GSF or NPF annuity payable. Service does not have to be continuous. The use of the payment will be arranged by the employee with the Superannuation Scheme provider, in accordance with the provisions of the superannuation scheme.

This alternative to severance, for contributors to superannuation, may be made available at any time to eligible employees not declared surplus if a surplus employee seeking redeployment replaces them.

2.9.12 Retraining

Retraining is an efficient and worthwhile option for dealing with staffing surpluses. To this end the Secretary will, as far as she or he is able:

- (a) Identify particular skill shortages in the Education Service or elsewhere in the state services.
- (b) Assess where there are generally job opportunities in the Public Service and/or in the private sector.

When a staffing surplus is identified the Secretary (and the State Services Commission where appropriate) will consider the skills, training, etc of the employees who are surplus and will determine whether there are retraining opportunities for them for work either in the Public Service or the private sector.

If retraining opportunities are identified specific retraining programmes will be designed.

2.9.13 Redundancy Compensation

- (a) Where an employee is not placed in suitable alternative employment prior to the expiry of the notice period, the employee shall be entitled to compensation as follows:
 - (i) One month's notice of termination of employment or pay in lieu; and

- (ii) For those employees appointed prior to or on 22 December 1992, one months' salary for each year of service, up to a maximum payment of six months' salary; or
 - (iii) For those employees appointed after 22 December 1992, 8% of ordinary pay for the preceding twelve months, plus 2% of ordinary pay for the preceding twelve months for each year of service minus one, up to a maximum of the equivalent of three months' salary at that time.
- (b) Redundancy compensation (excluding notice provisions) shall be payable to redundant employees with at least 12 months' current continuous service.

2.9.14 Continuity of Employment in Restructuring

- (a) For the purpose of this provision, restructuring, in relation to the Ministry's business:
- (i) Means:
 - Entering into a contract or arrangement under which the Ministry's business (or part of it) is undertaken for the Ministry by another person; or
 - Selling or transferring the Ministry's business (or part of it) to another person; but
 - (ii) To avoid doubt it does not include:
 - The termination of a contract or arrangement under which the Ministry carries out work on behalf of another person or organisation.
- (b) Where it is proposed that the Ministry be restructured and, as a result of that restructuring, the work being performed by any affected employees of the Ministry would be performed by a new employer, then:
- (i) In accordance with the principles outlined in 2.7.1 the Secretary will inform APEX at the earliest opportunity, and as soon as is practicable will provide APEX with copies of the information outlined in b(ii) below;
 - (ii) Within a reasonable time prior to the restructuring taking effect the Ministry will notify the new employer of the number of affected employees and, in relation to each affected employee, provide details of:
 - The work currently being performed by those employees; and
 - Details of their terms and conditions of employment (including their total remuneration, length of service and any accrued benefits or entitlements).
 - (iii) The Ministry will arrange to meet with the new employer to negotiate:
 - The number and type of positions in respect of which the affected employees may be offered employment with the new employer;
 - The terms and conditions of employment on which the affected employees may be offered employment on those conditions (including whether the affected employees will transfer to the new employer on the same terms and conditions of employment and if those terms and conditions will be included in a collective agreement);
 - The arrangements, if required, for the transfer of any existing superannuation scheme benefits or entitlements and any other accrued benefits and entitlements in relation to those affected employees who may be offered employment by the new employer;

- The arrangements, if required, for when and how offers of employment are to be made to the affected employees and the mode of acceptance.
- (iv) The Ministry will also endeavour to arrange a meeting between the new employer, and APEX as soon as practicable prior to the restructuring taking place;
- (v) The Secretary will keep APEX informed regarding negotiations with the new employer in respect of the matters contained in b (iii) above.

The surplus employee provisions (2.7.9 to 2.7.13) of this agreement will apply to an affected employee who either:

- (a) Is not offered employment by the new employer; or
- (b) Chooses not to accept an offer of employment from the new employer, **provided that** any affected employee who declines an offer of employment in an equivalent position with the new employer **shall not be** entitled to redundancy compensation (2.7.13).

An employee who intends to decline an offer of equivalent employment should discuss with the Ministry the alternate options that might be available under the surplus employees' provisions prior to formally making that decision.

For the purposes of this clause **employment in an equivalent position** means employment in a position that:

- (a) Is substantially the same as the employee's previous position; and
- (b) Is in the same general locality; and
- (c) Is on terms and conditions of employment that are no less favourable than those that apply to the employee immediately before the offer of equivalent employment (including any service-related, redundancy and superannuation conditions); and
- (d) Is on terms that treat the period of service with the Ministry (and any other period of service recognised by the Ministry as continuous service) as if it were continuous service with the new employer.

2.10 Provision of Transport

Employers shall provide employees who are required to travel to carry out their official duties, with appropriate transport. The term appropriate transport in this clause includes use of public transport, employer provided vehicles, taxis, rental cars, and also payment of equivalent fares or motor vehicle allowance in terms of clause 4.3 of this agreement when it is agreed by the employer and employees that the employees shall use their own vehicles.

2.11 Compassionate Grant

2.11.1 A compassionate grant may be paid by employers to a partner, or if there is no partner, to the next of kin or the estate of an employee who dies while employed by the Ministry. Compassionate grants are calculated as a proportion of the annual rate of salary payable to the employee at the time of death as follows:

Length of Service	Proportion of Annual Salary Rate
20 years or more	one-eighth
10 years but less than 20 years	one-twelfth

Under 10 years	no grant payable
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2.11.2 The following conditions apply to the payment of the grants:

- (a) No grant is payable if, as a result of death, payments under the accident compensation legislation to an equivalent or greater extent have been made.
- (b) Service must be continuous except that intervals of up to one year may be bridged and service aggregated, but the intervals do not count as. If an interval exceeds one year, the qualifying service commences afresh after the interval.
- (c) Allowable service comprises service in:
 - Specialist Education Services
 - State schools (including kindergartens) in New Zealand
 - New Zealand Government service
 - Teacher training which commenced in 1980 or earlier
 - Active military service
 - Service on the staff of New Zealand universities
 - Service as a teacher on an official government exchange or government sponsored scheme.
- (d) Service not recognised includes:
 - Private school teacher
 - Full-time university study (unless on leave)
 - Overseas teaching service (other than service as a teacher on an official government exchange or sponsored scheme)
 - Teacher training which commenced in 1981 or later.
- (e) For the purpose of calculating the grant, salary means specified annual salary. Temporary allowances are excluded.
- (f) The grant is calculated to the nearest \$1.00.

2.12 Continuity of Service

Except as specified elsewhere in this agreement, the Secretary or delegated nominee may recognise service with other departments of the Public Service, DHB (where the work undertaken falls within the coverage clause of this Agreement) and teaching service as continuous service, provided that the employee joined the Ministry within one month of leaving the service of the other organisation.

2.13 Preparation Time

Employees may be granted up to 10 working days preparation time per annum at the discretion of the Secretary or delegated nominee on such conditions as he/she may approve (as may be delegated to the Manager Integrated Services (or equivalent role)) but shall usually be taken when schools are closed.

2.14 Health and Income Protection Insurance

The Ministry will ensure group health and income protection insurance schemes are available to employees on such conditions as determined by the insurers. Information is available on the intranet. In addition for those employees, who are currently in receipt of an insurance subsidy in line with the 2003 Collective Agreement Terms of Settlement, will continue to receive the

subsidy unless they cancel their policy. If a policy is cancelled then the employee must notify the Ministry.

2.15 Notice of Termination

One month's notice of termination is required by either party except that:

- This may be varied by mutual agreement; or
- Dismissal of an employee may occur with a lesser period of notice; or
- Without notice in the case of serious misconduct; or
- The provisions of clause 2.7 will apply in restructuring situations.

2.16 Flexible Departure Arrangements

As an alternative to the notice requirements clause 2.15 above, flexible arrangements may be agreed to that will lead to the departure of an employee. Flexible departure arrangements are available only to employees appointed before 6 November 2003.

There will be a voluntary written agreement between the manager and employee (or agent) which will include:

- Measures for the transition;
- Review date(s) for the agreement;
- Final departure date.

Once the provisions of the agreement have been met, the following payments shall be made as part of the final pay to the employee:

on completion of 10 years and up to 20 years' service	2 months' salary
on completion of 20 years and up to 30 years' service	4 months' salary
on completion of 30 or more years' service	6 months' salary

All service is calculated on the basis of a calendar year and must be continuous service with a satisfactory work record. Continuous service for this provision means current continuous service in the Ministry and/or the state service or parliamentary service. Other service may be considered at the discretion of the employer. Teaching service and service with teaching leave does not count. Any part-time service will be calculated on a pro-rata basis according to the record of service.

2.17 Retirement on Medical Grounds

Where agreement has been reached between the employer and the employee that the employee will leave the Ministry on medical grounds, the employee shall be granted a minimum of two months' salary regardless of the length of service, except that on completion of 20 years or more the additional level of payment will be as set out above.

2.18 Death of an Employee

On the death of an employee and where a departure agreement as per 2.15 or 2.16 exists the Secretary or delegated nominee may approve a cash grant in lieu of the exit provision payment to:

- (i) The surviving partner; or
- (ii) Dependent children; or
- (iii) The estate of the deceased employee.

The grant is payable where the amount of exit payment that would have been due would result

in a more favourable payment than the compassionate grant.

2.19 Abandonment of Employment

If any employee is absent from work for more than five working days, without making reasonable effort to notify their Manager, they shall be deemed to have terminated their service without notice; provided that it shall be the duty of their Manager to make all reasonable efforts to contact the employee.

PART 3 REMUNERATION

3.1 Salary Scale

3.1.1 Salary scale

Step	3-Apr-23	3-Apr-24
Intern PI	54628	56628
P1	82928	85416
P2	87928	90566
P3	92928	95715
P4	97928	100865
P5	102928	106016
P6	107928	111166
P7	112928	116316
P8	117928	121466
P9		126000

In recognition of the value of the collective agreement and of the benefits arising out of the ongoing relationship between APEX and the Secretary for Education, a one-off lump sum payment of \$500 (gross) payable to Psychologists and Intern Psychologists who are bound by the collective agreement as at 3 April 2023. This lump sum is pro-rated for part-time employees.

3.1.2 Where an individual's current salary is above the maximum step, her/his salary level is protected. No further increases to the core salary will be paid until the difference between the individual's salary and the salary rates in this agreement have abated. Increases that apply generally to this agreement will resume at that time as negotiated.

3.1.3 **Merit Progression to Step P7/P8**

a. Purpose

The purpose of the merit progression provisions in this Agreement is to:

- Recognise and acknowledge the skills (including cultural skills, or less visible skills) Advanced Practitioner Psychologists bring to their roles;
- Develop the Psychologist workforce in a deliberate way to ensure a high quality of service delivery;
- Encourage recruitment and retention of highly skilled Advanced Practitioner Psychologists; and

- Encourage and reward conscious development of leadership skills and subject matter expert knowledge in the Workforce.
- a. Merit progression to step P7 from 3 April 2023 or step P8 from 3 April 2024 will consist of a panel assessment, a discussion with nominated peers, considering the two most recent performance conversations, and a discussion with the employee's people leader.
- b. Advanced practitioners will be:
 - Working at the level expected of a senior practitioner, as evidenced by satisfactory performance reviews, as well as leader and peer feedback.
 - Be involved in a meaningful way in supervising, coaching, mentoring or training other practitioners (unless it is agreed between the employee and the Ministry that this is not an appropriate component of the role).
 - Recognised as a consultant to other staff on complex professional practices.
 - Showing leadership in managing complex relationships and professional practices.
 - Demonstrating cultural competence.
- c. The Ministry's decision can be appealed to the Manager Integrated Services (or equivalent role), but will otherwise will be final.
- d. Further assessments will not be required to progress to steps after P7 from 3 April 2023 or after step P8 from 3 April 2024 and Advanced Practitioners will progress to the top of the scale in line with the ordinary rules for salary progression under this Agreement (see clause 3.3).
- e. Each employee on step P6 from 3 April 2023 and step P7 from 3 April 2024 can apply once each year (or be nominated by their leader) no later than 1 February for inclusion in the next step increase, that will take effect on the next increase date, being 3 April annually.
- f. On progression to step P6 from 3 April 2023 and step P7 from 3 April 2024 and as part of the employee's regular performance conversations, the employee and the employer will discuss the employee's work, opportunities for professional growth and whether the employee is on track to operate at an Advanced Practitioner level by 1 February of the following year.

3.2 Placement on Initial Appointment

An employee shall, upon initial appointment, be placed on a step in the salary scale in accordance with their relevant academic or professional qualification(s) and recognised previous relevant service. The relevance of qualifications and previous service shall be determined in line with the generic position description for the employee's role. These are summarised in Appendix C and may be varied by the Ministry in consultation with APEX.

- 3.2.1 An employee who has a relevant academic or professional qualification(s) but who has no recognised previous relevant experience should be placed on step P1 in the salary scale. Relevant qualification(s) being a Master's Degree plus a one-year (120 credit) Post-Graduate (level 8 or higher) Diploma.

- 3.2.2 The relevant academic qualifications required for Intern Psychologists will include the requisite papers to enable access to a NZ Psychologists Board recognised and approved Educational Psychologist Internship Programme.
- 3.2.3 Subject to 3.2.5 an employee who, in addition to their relevant academic or professional qualification(s), has recognised previous relevant experience shall be credited with a further step in the scale for each completed year of recognized previous relevant experience up to step P6 from 3 April 2023 and step P7 from 3 April 2024. For the purposes of this provision:
- (a) Recognised previous relevant experience shall include experience as a registered psychologist.
 - (b) Recognised previous relevant service shall include service in New Zealand as a trained and registered teacher in a state or state-integrated school or a licensed early childhood centre.
 - (c) Less than full credit may be given on appointment for other related, but not directly relevant, experience.
- 3.2.4 Subject to 3.2.5 an employee may be placed on a higher commencing step in the salary scale than determined under clauses 3.2.1-3.2.3 where the employer considers either or both of the following factors are relevant:
- (a) The ability to recruit, either within the location or generally, the specific skills and/or experience required for the position;
 - (b) The requirements of the role are unusual and specific to the position e.g. isolated location, sole representation of the Ministry in the locality, level of work to be undertaken immediately.
- 3.2.5 Regardless of location, an employee may be placed on any step between the appropriate entry step based on their qualifications and experience and the appropriate maximum step (inclusive) providing this will require the sign-off of the Manager Integrated Services. The maximum appointment step will be step P6 from 3 April 2023 and step P7 from 3 April 2024.
- 3.2.6 Placement on Initial Appointment for Intern Psychologists
- (a) Intern Psychologists will commence on the intern step of the salary scale.
 - (b) If an Intern Psychologist is subsequently appointed as a Psychologist (including Te Kahu Tōi, Intensive Wraparound Service and School Wide Practitioner), they will be appointed at step P1.
- 3.2.7 Where an employee joins this collective agreement as an intern and leaves employment as a Field Worker, they shall have their salary for the Field Worker position they held immediately prior, protected for a period of up to 12 months. This may be extended at the discretion of the Ministry.
- 3.3 Progression through the Salary Scale**
- 3.3.1 Employees shall progress to the next available step in the salary scale on 3 April each year from 3 April 2024 subject to their having met their agreed performance expectations, as set through

the performance management and development system, at their most recent assessment (and providing that this assessment occurred within the previous 12 months).

3.3.2 **Accelerated Advancement**

The Employer may approve accelerated advancement through steps of the scale.

The parties acknowledge that the standard arrangements in the sector provide for annual step-by-step movement through the applicable 'automatic' progression range in the salary scale.

The parties acknowledge that nothing in the agreement precludes movement through the salary steps more rapidly than by annual increment, nor is there any restriction on moving more than one step at a time (e.g. if indicated by advanced job content, skill shortage, responsibilities of the position, or the employee's level of performance). Such progression is at the discretion of the Employer, on the advice of People and Capability. An employee shall be able to involve their union representative in any application for accelerated advancement.

Requests for accelerated advancement must be supported by the applicant's manager, who may apply on their behalf as part of the step process as at 3 April each year. Accelerated advancement is at the discretion of the Ministry, and if accepted, will result in a double step instead of a single step being taken. If this would result in the applicant entering step P7 from 3 April 2023 or step P8 from 3 April 2024, then a panel assessment is also required (see clause 3.1.3).

Managers will take into account merit, internal equity and affordability when supporting such requests. The final decision will be made by the Secretary for Education who may delegate this to Hautū.

3.3.3 By the date each increment is due, employees will be informed by salary advice of their updated salary.

3.3.4 Where progression is to be withheld, the Manager will provide reasons, in writing, to the employee for withholding progression.

3.4 **Review of Decision to Withhold Progression**

Employees shall have access to the following procedures for review of decisions to withhold salary progression where the appropriate requirements for progression have not been met.

(a) Where possible, requests for reviews of decisions to withhold salary progression are to be dealt with at a local level, i.e. within the Integrated Services Region, and in accordance with the review procedures of the appropriate performance management and development system.

(b) If still not resolved, a salary complaints committee shall be established in the Integrated Services region concerned. The committee shall comprise one employer and one union nominee and a chairperson who shall be a district manager from a Integrated Services region other than that in which the position is established. The chairperson shall have a casting vote if necessary. The committee will forward its recommendation to the Secretary who shall make the final decision. The Secretary will write to the complainant advising of the reasons for the decision.

3.5 Additional Responsibilities

3.5.1 Where a Integrated Services area requires tasks additional to the core job to be undertaken this will attract additional remuneration.

- (a) Opportunities to undertake additional responsibilities will be advertised internally across the area and will include:
 - (i) The tasks to be undertaken;
 - (ii) Indications of the remuneration available (including any changes to other work requirements);
 - (iii) Tenure.
- (b) The process of internal appointment/selection for tasks additional to the core job will be stated in a transparent area policy and be consistent with National Guidelines on the appointment to additional responsibilities.

3.6 Publication of Remuneration Statistics

The following statistics will be made available by the Ministry in each financial year.

- (a) A national profile of the remuneration for additional responsibilities paid above the core salary by type of responsibility and by level and type of remuneration; and
- (b) The number of increments paid and the number withheld on a region by region basis.

To protect individual privacy the statistics may be suppressed as necessary.

3.7 Payment of Salaries

3.7.1 Salaries shall be paid fortnightly by way of direct credit on receipt of the appropriate written authority from the employee. In the event of a direct credit not being able to be actioned, the amount due will be made available to the employee on the normal pay day.

3.7.2 The employer shall provide an employee a written advice of the gross pay and deductions made each time the employee's gross pay or any deduction is altered.

3.8 Regression

The salary rate for an individual employee within a particular range for the job will not be reduced by reason of the operation of the salary system.

For employees that are on steps P7 and above from 3 April 2023 or step P8 and above from 3 April 2024, who are unable to maintain demonstrating mastery of advanced skills and undertaking designated responsibility, regression to a lower level, including to the standard salary scale (i.e. step P6 from 3 April 2023 and step P7 from 3 April 2024) is an option. Before any form of regression is considered, the employee will have a discussion with their Manager to consider whether a programme of guidance and support will allow the employee to work at the expected level.

3.9 Additional Qualifications

3.9.1 Where an employee gains an additional relevant qualification (as per their job description) and is below the entry step in the salary scale for that qualification or combination of qualifications in 3.2.2 he or she will, from the date of official notification of the awarding of the additional qualification, move to the minimum entry step.

3.9.2 Where an employee gains an additional qualification relevant to their role, they will progress to the next step in the remuneration scale from the date of official notification of the awarding of the additional qualification, unless they have reached the top of their salary band.

Where there is uncertainty regarding if the additional qualification is directly related to the employees specialist field the relevant Director of Education (or equivalent role) shall make a decision on the relatedness of the qualification.

3.10 Higher Duties Allowance

3.10.1 Where an employee is required to temporarily undertake the full duties of a position and the previous incumbent was paid a higher salary than her/him, the Manager Integrated Services (or equivalent role) shall approve the payment of a higher duties allowance of 6.5% of the employee's current salary or such greater amount as the Manager Integrated Services (or equivalent role) may approve provided that the amount paid does not exceed the former incumbent's salary.

3.10.2 Where an employee is required to temporarily undertake only some of the duties of the position for which the previous incumbent was paid a higher rate, the amount of the higher duties allowance shall be determined by the Manager Integrated Services (or equivalent role).

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

3.10.4 When an employee is promoted to a position that she/he is presently undertaking the full duties and responsibilities of, and is in receipt of a higher duties allowance, then the appointment to that position may be backdated to the date that the higher duties were taken up.

3.11 Te Reo Māori and Tikanga Māori Assessment

Where a staff member's skill and knowledge of Te Reo Māori and Tikanga Māori have been assessed by the Ministry and a level of attainment set out in Ministry policy has been reached the dollar amounts set out below will be added to the individual's salary. This will be paid in addition to the appropriate step on the salary scale and will form an integral part of the salary particularly for matters such as superannuation and taxation.

Assessment Level	Remuneration Level
Level 1 (A)	\$3,246
Level 2 (B)	\$2,164
Level 3 (C)	\$1,623
Level 4 (D)	\$1,082

3.12 Approved Student Supervision Allowance

3.12.1 A student supervision allowance of \$50.00 per week, or \$10.00 per day for students less than full-time, shall be paid to staff members designated as professional supervisors of students on approved supervision placements with Integrated Services.

3.12.2 Professional supervisors shall be approved by their Manager Integrated Services (or equivalent role) and accredited by the training institution and be supervising a student or students, who

are not Ministry employees, on placement with Integrated Services.

3.12.3 Professional supervisor allowances will only apply:

- to staff supervising students on programmes that lead to a recognised professional qualification that is sought by Integrated Services , and
- where supervision is a requirement of the programme curriculum approved by the providing institution or professional body, and
- When the supervisor is professionally responsible for the student on placement.

3.12.4 The allowance is only payable for the period that the student is being supervised on placement within Integrated Services and is payable once per week or day irrespective of the number of students being supervised.

3.12.5 Psychologists supervising intern psychologists (who are Ministry employees) receive the applicable time allowance as set out in the Ministry guidelines. They do not receive the Approved Student Supervision Allowance.

3.13 **On call, call back, call out**

On call

Definition of on call

An employee is on call when they:

- (a) Have agreed to be on call;
- (b) Have been rostered on and/or part of the traumatic incident team;
- (c) Have agreed to carry, keep turned on and answer, a Ministry device and are able to fully undertake duties if required;
- (d) Respond to calls from a manager and undertake allocated duties as directed; and
- (e) Report back to management on tasks undertaken.

As the employee is agreeing to be able to work if required, they must ensure that they are free from impediment and impairment. Failure to comply with these requirements may result in the employees place on the on call roster being reviewed and, following due process, potentially removed from the roster.

Where 'on call' is required, each office will maintain a roster which will be made available to staff detailing those on call.

An employee who is rostered on call will be paid an allowance of \$140 per week (gross). For rostered periods of less than seven days, the allowance is \$20 (gross) per 24 hours.

Call back

Where an employee who is on call is required to attend work at the request of a manager, after having left work and outside of standard working hours (8am to 5.05pm Monday to Friday), the following will apply:

- (a) An employee called back to work who does not continue working until their standard starting time shall be paid a minimum of 3 hours normal pay except that:

- (i) Further call backs commencing and finishing within the minimum period covered by an earlier call back shall not be paid for.
- (ii) Where a call back commences before and continues beyond the end of a minimum period for a previous call back, payment shall be made as if the employee had worked continuously from the beginning of the previous call back to the end of the later call back.

Reasonable paid time off to ensure sufficient rest after a call back will be agreed between the employee and manager. Employees will not be financially disadvantaged because of this requirement and the agreed rest period, where it crosses over with normal working hours, will be considered as time at work.

At the request of the employee time in lieu may be taken instead of a payment. Any time in lieu must be taken as soon as possible after having been accrued.

In addition to the rates specified above, when an employee is required to undertake duty or responds to a standby call on a public holiday the employee will receive an alternative holiday and the applicable hourly rate.

Call out

Where an employee is not on call but is contacted by a manager outside of standard working hours and agrees to undertake the Ministry duties asked of them the following will apply:

- (a) A minimum of 3 hours will be paid at 1.5 times the employee's normal hourly pay; and
- (b) Reasonable paid time off to ensure sufficient rest after a call out will be agreed between the employee and manager.

If an employee is not on call and a manager attempts to contact them and request they undertake Ministry duties, there is no obligation for the employee to accept the call or to undertake the work requested.

For both call backs and call outs – where a manager notifies an employee about work to be undertaken during standard working hours but does not require or expect the employee to undertake work or disrupt their personal schedule no payment will be made.

3.14 External Supervision

External supervision arrangements may be considered by managers in situations where a staff member has identified specific learning needs and goals that cannot be met internally. Examples of situations where external supervision may be considered are:

- Where there is insufficient capacity or capability within the Ministry at that time;
- When professional bodies stipulate that supervision is provided by a registered member of the same occupational group as the staff member and there is inadequate capacity within the Ministry at that time.

Regular review of the need for external supervision arrangements is required by supervisees and their managers. Providing approval has been obtained in advance from management,

external supervision that is necessary will be paid for by the Ministry. Approval will not be unreasonably withheld.

3.15 Professional Development

The parties acknowledge continued professional development is beneficial. It is important that all Psychologists receive professional development and the Ministry supports Psychologists fairly and reasonably to obtain this. This includes employees in disciplines that have legal requirements to meet prescribed obligations through accessing professional development. To promote Professional Development the Ministry dedicates 2 days Professional Development Leave per annum for each union member. This leave must be applied for and approved by the employee's Manager in advance.

All professional development options including, but not limited to, professional seminars, courses, and conferences require approval from a manager holding the right delegation to be the decision maker. Approval should not be unreasonably withheld and staff acknowledge not all professional development will be approved for various reasons. For example, this could include: An inability to meet service delivery (i.e. due to a late application etc....); budget commitments; or other professional development options are available.

Where employees have had their professional development declined and they are still not satisfied with the response after a discussion with the decision maker, they are entitled to formally complain about the decision and/or seek support from their union. Where parties to this employment agreement disagree, it is important that we address these issues as low a level as possible. Sometimes this means bringing in additional support for the employee and decision maker to find a solution.

Professional development may be requested by individuals or groups of Psychologists, or suggested to employees directly by managers. Where employees are expected to share their learning with their colleagues, their manager should be clear about this expectation at the approval stage. Employees with approved professional development where travel is involved, should familiarise themselves with the relevant Ministry policies pertaining to this.

Employees may apply for study leave and financial assistance where they wish to engage in further study or other external development opportunities.

PART 4 EXPENSES

4.1 Expenses on Official Business

- 4.1.1 When travelling on official business from the office, worksite or Integrated Services region (as appropriate) where the employee is normally based and expenses directly related to carrying out that business are incurred which are not normally incurred, the employee shall be reimbursed the actual and reasonable cost of these expenses. The Secretary or delegated nominee may determine what is reasonable.
- 4.1.2 Actual and reasonable expenses could include accommodation, meals, and transport/travel and incidental items purchased for use during and to assist carrying out the official business. Additionally, dependent care payments may be made where the employee cannot make alternative arrangements for the care of his/her dependents without incurring extra expenses.
- 4.1.3 Receipts or invoices must be provided for all expenses claimed. The Secretary or delegated nominee may approve the reimbursement of expenses without receipt provided that he/she are satisfied that the expenditure was necessary, reasonable and actually incurred.
- 4.1.4 Reimbursement of expenses will also apply when attending an investiture to receive an honour if an overnight stay is unavoidable.

4.2 Reimbursement of APCs and Subscriptions to Professional Associations

- 4.2.1 The Ministry will reimburse staff for their Annual Practicing Certificate and contribute up to an additional \$250 (gst inclusive) annually as a contribution toward professional body membership.
- 4.2.2 Eligible staff are those that require a practicing certificate to perform their role or need to be registered to belong to a professional body.

4.3 Expenses Incurred in the use of Private Vehicles

- 4.3.1 Where the use of a private motor vehicle for official business has been approved, the reimbursement rates will be based on the current level of motor vehicle costs approved by IRD. Employees should structure their work patterns to allow for the use of Ministry fleet vehicles. Should a fleet vehicle not be available managers can, where practicable, approve in advance the use of alternative arrangements such as the use of a hire car or private motor vehicles. As a general principle, the private use of motor vehicles should only be approved after all other options have been considered.
- 4.3.2 When using private motor vehicles on official business, employees will do so in accordance with the Ministry's motor vehicle policy and in a manner consistent with applicable NZ law. No employee is to use a private motor vehicle for Ministry use that does not have a current WOF, up to date registration and at least third party insurance.
- 4.3.3 At the discretion of the cost-centre manager, the Ministry may provide full or partial cover for non-recoverable excess to a maximum of \$1,000 without a reduction or loss of no claims rebate to a maximum of \$500. Any fines or parking violations when using a private motor vehicle will be the responsibility of the employee.

4.4 Eyewear Provision

4.4.1 Employees who are engaged in using a computer screen shall be entitled to be reimbursed for:

- An eye test
- Frames and lenses required for work purposes up to a maximum of \$500 (GST inclusive)
or
- Contact lenses up to a total of \$300 (GST inclusive).

Any reimbursement shall be subject to PAYE.

4.5 Transfer and Removal Expenses

4.5.1 Employees who are requested to move location by the employer on appointment to a position, as a transfer or for a promotion may apply for reimbursement of their relocation costs, in line with the Ministry's Relocation guidelines.

PART 5 HOLIDAYS AND LEAVE

5.1 Service Recognition

5.1.1 The Ministry will recognise prior service from 13 May 2003 with other departments of the Public Service as detailed below for the purpose of calculating continuous service for leave entitlements provided the employee claims such prior service within;

a) One year of joining the Ministry:

- Te Whatu Ora Health New Zealand (and former DHBs);
- Department of Corrections;
- Oranga Tamariki the Ministry of Children.

b) One month of joining the Ministry:

- Parliamentary Service;
- Service in the Education Service as defined in the Public Service Act 2020 and any subsequent amendments to it;
- Early Childhood Development;
- Specialist Education Services;
- Education Review Office;
- New Zealand Qualifications Authority;
- Skill New Zealand (formerly Education Training and Support Agency) ;
- Careers NZ – Mana Rapuara Aotearoa;
- Teaching Council of New Zealand (and its predecessor bodies);
- Learning Media;
- Education Board Service.

5.1.2 Leave for which continuous service is recognised are long service, sick and parental leave.

5.1.3 For the purposes of this clause (5.1) where redundancy has been paid out for service after 13 May 2003 continuous service will be deemed to be broken.

5.1.4 Continuous service is recognised as a result of the coming into effect of the public service common leave provisions and therefore service prior to 13 May 2003 will not be recognised. This clause works alongside clause 2.12.

5.1.5 An employee must apply for recognition of prior service within one year of commencing employment with the new public service agency.

5.1.6 Service in the Teaching Service For previous teaching service to be recognised, Teaching Service must be:

- (a) Teaching in New Zealand as a registered teacher and
- (b) Continuous, that is, the employee joined the Ministry within one month of leaving their employment in the Education Sector.

- (c) Service will not be recognised if it ended with the employee medically retiring, accepting severance or other surplus staffing provisions.

5.2 Annual Leave

- 5.2.1 The term "week" means five working days in each week providing that in the case of part-time employees it means the number of days normally worked.
- 5.2.2 (a) With the exception of (b) below an employee shall be entitled to five weeks' annual leave each year.
- (b) Employees previously covered by Part 6 of the SES Field Staff Collective Employment Contract 1 July 1995 to 30 June 1996 who elected to reduce their salary to 0.9 of their previous salary shall be entitled to ten weeks' annual leave each year.
- 5.2.3 An employee may, at the discretion of the Secretary or delegated nominee, be permitted to anticipate up to 20 days annual leave entitlement subject to refund on resignation if necessary. This entitlement is pro-rated for part-time employees.
- 5.2.4 The annual leave balance at any one time should as a principle not exceed the annual leave entitlement plus five days added to the annual leave entitlement.
- 5.2.5 An employee on special leave with or without pay for more than 35 consecutive days at any time will not have any annual leave entitlement added to the annual leave balance for the period of leave greater than 35 days.

Special leave with or without pay taken in the following instances will continue to attract annual leave entitlement:

- (a) sick or accident leave;
- (b) war disability leave;
- (c) leave for military training;
- (d) jury service leave;
- (e) Study leave where the leave and study is approved by the Manager Integrated Services (or equivalent role) as meeting the professional development needs of the Ministry and the individual.

5.3 Public Holidays

- 5.3.1 Unless the Secretary or delegated nominee for reasons of public interest determines otherwise in respect of the Ministry, or of any employee, or of any group of employees, the following days shall be observed as public holidays:
- Christmas Day
 - Boxing Day
 - New Year's Day
 - The day after New Year's Day
 - Waitangi Day
 - Good Friday
 - Easter Monday
 - ANZAC Day
 - Sovereign's Birthday
 - Labour Day

- Anniversary Day (as observed in the locality concerned).
- Matariki (from 2022)

5.3.2 Where an employee is required by the Ministry and agrees to work on a public holiday she or he shall be paid at least the portion of the employee's relevant daily pay that relates to the time actually worked, plus half that rate again. In accordance with the Holidays Act 2003 the employee shall also be entitled to another day's holiday for any part of a public holiday worked.

5.3.3 (a) *Holidays falling during leave or time off*

Where a public 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.

(b) *Leave without pay (including military leave without pay)*

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

5.3.4 Recreation Leave

Subject in all cases to the Secretary's or delegated nominee's convenience, employees after one year's service, may be granted one day's recreation leave on pay each leave year, but an employee leaving the Ministry shall not be paid for this leave if it has not been taken at the time of ceasing work. This leave must be taken within the year in which it is granted, if not taken it will be forfeited.

5.4 **Sick Leave**

5.4.1 The Secretary will grant:

- a) Sick leave on pay up to the employee's entitlement as set out below; or
- b) Sick leave without pay on production of a medical certificate
 - i) Employees will be entitled to 10 days sick leave for each 12 month period of service with the Ministry of Education. Unused sick leave is accumulated;
 - ii) Sick leave is to be computed in consecutive working days, but no deduction will be made for absences of less than two hours;
 - iii) Where an employee is absent on sick leave for two or more days and a non-work day(s) intervenes no deduction will be made for that non-work day(s);
 - iv) The Secretary may decide that paid sick leave of any special nature of up to two years shall not be included in the aggregate of sick leave taken, but noted on the employee's leave record. Such leave may include periods of work-related sickness caused by infection, disease, injury, or other health-related reason, not compensated by ACC;
 - v) Where absence on sick leave extends beyond 5 consecutive working days, employees must produce to the employer a medical certificate stating the probable period of absence;
 - vi) Where an employee absent on sick leave is suspected of being absent without sufficient cause, the employee may be directed to submit to medical examination by a registered medical practitioner. The Secretary 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;

- vii) When sickness or injury occurs before or during a period of annual leave the employer shall allow the period of sickness to be debited against an employee's sick leave entitlement. Notwithstanding this, where annual leave has been approved, and before taking that annual leave an employee becomes sick or injured, or whose spouse or dependent becomes sick or injured, the employer must allow the employee to take the period of sickness or injury as sick leave;
- viii) The Secretary may permit employees to anticipate their next year's sick leave entitlement; however, un-accrued entitlements will be deducted from the final pay;
- ix) Sick leave for part-time employees will be credited at the same rate as applies for fulltime employees. Irrespective of the hours normally worked on a particular day, each day of sick leave will be debited as one full day of sick leave.

5.5 Leave for Family Reasons

- 5.5.1 An employee may be granted sick leave from their sick leave entitlement for family reasons subject to meeting the requirements as provided for in clauses 5.5.2 - 5.5.3 below. Approval will not be unreasonably withheld. For the purposes of leave for family reasons, the terms "near relative" and "near relative-in-law" mean the employee's:

Grandparents	Father-in-law	Sons-in-law
Grandchildren	Mother-in-law	Daughters-in-law
Kaumatua	Mokopuna	Tamaiti whangai
Matua whangai		

NOTE: Kaumatua in the context of this provision means respected elder of the kin group or one who has close links with the kin group.

The terms do not exist beyond these degrees of relationship.

5.5.2 Serious illness

- (a) An employee may be granted leave with pay on account of serious accident or a crisis in a severe illness of a:
 - (i) Spouse, child, parent, partner, brother or sister - 2 days
 - (ii) A near relative-in-law or a member of the employee's household - 1 day
- (b) The maximum period of leave on full pay that may be granted for this purpose, including travelling time is seven days.

5.5.3 Leave for sickness in the home

- (a) Employees shall be granted leave on pay as a charge against their sick leave entitlement when the employee must be absent from work where their spouse or de-facto partner is sick or injured or a person who through sickness or injury becomes dependent on the employee for care.
- (b) Approval is not to be given for absences during or in connection with the birth of an employee's child. Such situations should be covered by leave without pay, parental/maternity/paternity leave, and annual leave or anticipated annual leave.
- (c) The production of a medical certificate or other evidence of illness may be required.

5.6 **Special Leave**

5.6.1 From time to time at the Secretary's or delegated nominee's discretion, an employee may be granted special leave with or without pay. If the leave without pay extends beyond three months, placement on return is conditional on a suitable vacancy, level of responsibility and location cannot be guaranteed. An employee who cannot be placed in employment on return will be given three months' notice in writing that the employment is to be terminated. Leave without pay up to 15 months interrupts but does not break service.

5.6.2 Factors that will be taken into account when considering special leave include the operational length of service and in the case of special sick leave, previous record.

5.6.3 The following are examples of special leave which may be granted with or without pay.

(a) *Jury Service and Witness Leave*

- (i) Jury Service - An employee may be granted paid leave for jury service. Expenses may be retained by the employee but all jurors' fees are to be paid to the Ministry unless an employee elects to take annual leave or leave without pay in which case the fees may be retained.
- (ii) Witness Leave - Where an employee is called as witness in a private capacity for a criminal or traffic case up to three days' paid leave may be granted. The employee is to recover fees and expenses from the party calling the witness, and repay the fees to the Ministry.

Where an employee is called as a witness in a private capacity for other than a criminal or traffic case, annual leave or leave without pay may be granted. The employee is to pay any expenses incurred and is to retain such fees and expenses as may be awarded by the Court.

- (b) The Secretary or delegated nominee shall approve up to six days' paid leave in any 12 month period for employees attending meetings of boards, councils and committees providing that:
- (i) The appointment is by Ministerial appointment;
 - (ii) There are no difficulties involved in releasing the employee from duties;
 - (iii) There is no conflict of interest;
 - (iv) Any remuneration received for the period that paid leave is granted should be refunded to the Ministry.
- (c) Leave for civil defence, search and rescue operations and firefighting - for training and during an emergency with written evidence from the appropriate responsible authority.
- (d) First aid training - where required by the Ministry to attend training paid leave, or time in lieu where the course is in the weekend and course fees shall be paid.
- (e) Military training under the Volunteers Employment Protection Act - an additional 12 weeks paid leave is available for initial training and thereafter up to 4 weeks leave per year. An employee will refund the lesser amount of either salary or military pay. Additional leave without pay of up to twelve months will be made available to employees undertaking peacekeeping duties.
- (f) Study leave for pre-exam study, sitting exams, travel to exams, and attendance at courses. The Secretary or delegated nominee 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 assessment
 - Additional support available such as use of work facilities and technology
 - The impact of the leave on the work of the Ministry and on the workload of the employee and others
 - Affordability of providing the support to the employee.

NOTE: Leave without pay may also be an option in some circumstances.

5.7 **Bereavement/Tangihanga Leave**

- 5.7.1 An employer shall approve special bereavement/tangihanga leave on pay for an employee to discharge any obligations and/or to pay respects to a deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a tangihanga or its equivalent.
- 5.7.2 If a bereavement occurs while an employee is on annual leave, this leave will be interrupted and bereavement leave granted in terms of clause 5.7.1. If a bereavement occurs while an employee is absent on sick leave on pay, or other special leave on pay, such leave may be

interrupted and bereavement leave granted in terms of clause 5.7.1. This provision will not apply if the employee is on leave without pay.

5.7.3 In granting time off, therefore, and for how long, the employer must take the following into account:

- (a) The closeness of the association between the employee and the deceased (note: this association need not be a blood relationship).
- (b) Whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death.
- (c) The amount of time needed to discharge properly any responsibilities or obligations.
- (d) Reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel.
- (e) A decision must be made as quickly as possible so that the employee is given the maximum time possible to make any arrangements necessary. In most cases the necessary approval will be given immediately, but may be given retrospectively where necessary.
- (f) If paid special leave is not appropriate then annual leave or leave without pay should be granted but as a last resort.
- (g) When an unveiling ceremony occurs on a working day, leave on pay shall be granted.
- (h) Notwithstanding the above:
 - (i) The minimum entitlement prescribed in the Holidays Act 2003 for a bereavement on the death of the employee's spouse, parent, child, brother or sister, grandparent, grandchild or spouse's parent is three days' paid leave.
 - (ii) The minimum entitlement prescribed in the Holidays Act 2003 for a bereavement on the death of any other person where obligations such as those in 5.7.1 exist is one day.

5.7.4 An employee is also entitled to 3 days' paid bereavement leave for a pregnancy which ended by way of a miscarriage or still birth where:

- It was their own pregnancy
- It was their spouse or partner's pregnancy
- It was the pregnancy of their former spouse or partner if they would have been the biological parent of a child born as a result of the pregnancy
- They had undertaken to be the Primary Carer of a child born as a result of the pregnancy, or
- They are the spouse or partner of a person who had undertaken to be the Primary Carer of a child born as a result of the pregnancy.

'Primary Carer' in this context means a person, other than the biological mother or her spouse or partner, who takes permanent primary responsibility for the care of a child who is under the age of 6 years.

5.8 Family Violence Leave

Paid family violence leave of up to 10 working days within a year may be used for medical appointments, legal proceedings and other activities related to family violence. This leave is in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day. Should an employee affected by family violence require additional leave to support them, they are encouraged to speak with their Manager about this.

The Ministry has obligation under the Victims' Protection Act 2018 to ensure any employee who is affected by family violence is able to request paid Family Violence Leave (currently up to 10 days annually), or a short-term variation to their working arrangements. For further information on Family Violence Leave or Flexible Working Arrangements, please refer to the Ministry's Leave Guidelines.

The provisions of the Holidays Act or replacing legislation with regards to Family Violence shall apply.

5.9 Parental Leave (Parental leave is leave without pay)

5.9.1 (a) An employee, while employed by the Secretary, is entitled to parental leave in the following circumstances:

- (i) In respect of every child born to them or their partner;
- (ii) In respect of every child up to and including five years of age, adopted by them or their partner.

(b) Leave up to 52 weeks may be granted to employees with at least one year's service. For those with less than one year's service, parental leave up to 26 weeks may be granted. The maximum period of parental leave may be taken by either the employee exclusively or it may be shared between the employee and her/his partner either concurrently or consecutively. This applies whether or not only one or both partners are employed by the Ministry.

(c) Where two or more children are born or adopted at the same time, then for the purposes of these provisions the employee's entitlement shall be the same as if only one child had been born or adopted.

(d) Employees intending to take parental leave are required to give at least one month's notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner certifying the expected date of delivery.

Provided that, if it is warranted on medical or other grounds as are appropriate a shorter period of notice may be approved; and

Provided that, in the case of adoption an employee may give a lesser period of notice.

(e) An employee absent on parental leave is required to give at least one month's notice of their intention to return to duty.

Provided that on occasions a lesser period may be agreed upon by the Secretary or delegated nominee, where it is appropriate.

5.9.2 Job Protection

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

A similar position means a position:

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

- (b) When an employee goes on parental leave the Ministry should as first preference:

- Hold the employee's position open (Note: this includes filling it temporarily) but,
- If the Secretary or delegated nominee needs to fill the position permanently, at the time the employee indicates their intention to return to duty, the Secretary or delegated nominee shall offer one of the following (in order of priority):

- (i) The same position if it is vacant at that time or a similar position to the one they occupied before commencing parental leave; or
- (ii) An extension of parental leave up to 12 months until the employee's previous position or a similar position becomes available; or
- (iii) An offer to the employee of a similar position in another location if one is available with transfer assistance applying. If the offer is refused the employee continues on extended parental leave as provided for in clause 5.8.1 for up to 12 months; or
- (iv) An offer of employment in a different position in the same location (a position of a lower grading or one involving different duties i.e. not a similar position as defined above); if the appointment is not acceptable to the employee the employee continues on extended parental leave as provided for in paragraph (ii) above for up to 12 months; or
- (v) Where extended parental leave as provided in paragraph (ii) above expires and no position is available for the employee, the employee continues on leave without pay and the Secretary or delegated nominee may terminate employment with three months' notice providing that an employee whose services are terminated under this provision shall be entitled to be paid the ex gratia payment equivalent to 30 working days leave that she/he could have earned if she/he had the opportunity to return to work after parental leave.

5.9.3 In addition to Parental Leave

- (a) A woman employee who is pregnant is entitled before taking parental leave to take a total of up to 10 days special leave without pay for reasons connected with her pregnancy.
- (b) A spouse or partner may take a continuous 14 day period of leave without pay as leave. Leave may be taken any time during the six weeks span beginning 21 days before the expected date of delivery or adoption and ending 21 days after the actual date of delivery or adoption

5.9.4 Surplus Staffing

- (a) When a staffing surplus is declared involving a position that is usually occupied by an employee who is on parental leave, then the same surplus employee provisions that would apply to other employees, who are covered by this agreement, and who are part of the same surplus shall apply.
- (b) Any employee on parental leave must be notified if her/his position is to be disestablished or reviewed as a result of a staffing surplus.

5.9.5 Ex gratia payment

- (a) When 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 six month's 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 Ministry and are eligible for the payment, then they are entitled to one and only one payment, and they may choose (after they have qualified) who will receive it.

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

- (b) An employee who is absent on parental leave for less than six weeks (30 working days) will receive that proportion of the payment that his/her absence represents in working days.
- (c) Any payment is to be based on the percentage rate of employment prior to absence on parental leave. However, a woman who works less than full normal hours for a short period only, prior to her confinement, may have her case for full payment considered by the Secretary or delegated nominee.
- (d) An employee shall not be eligible for a parental leave payment if her/his 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 her/his partner by a private sector employer.

5.9.6 Accrual of annual leave while on Parental Leave

- (a) Employees on extended parental leave will accrue annual leave in accordance with the provisions of the Holidays Act 2003. Annual leave accrued while on a period of extended parental leave and taken in the first 12 months following the employee's return to work will be paid at a rate equivalent to the higher of the employee's average weekly earnings or their ordinary daily pay. If an employee was on shortened hours before the commencement of parental leave, the calculation for the accrual of annual leave will be based on their normal salary prior to the shortened hours. If they wish to do so, employees returning from parental leave will be encouraged to take their annual leave accrued while on parental leave during the first 12 months after they return. This provides options to use paid leave to work reduced hours while receiving the equivalent of a full-time salary. Employees returning from parental leave will be provided the opportunity to apply to return to their position on a part time basis, job share basis, and work from home or flexible working hours. Approval for such requests

will not be unreasonably withheld and while all requests will be considered in good faith there may be occasions where genuine business requirements, consistent with legislation, mean a request is declined.

5.10 Long Service Leave

5.10.1 Effective from 1 July 2009, employees shall be entitled to two whole weeks long service leave after ten years continuous service. Thereafter, employees shall be entitled to one whole week after every five years continuous service.

Continuous service, as specified in 5.1.1 is recognised for the calculation of long service leave entitlement.

5.10.2 Long service leave must be taken before the next entitlement falls due or be forfeited. Long service leave will not accumulate from one qualifying period to another.

5.10.3 Long service leave will be paid at ordinary rates of pay.

5.11 Employment Relations Education Leave

5.11.1 Sections 73 and 74 of the Employment Relations Act 2000 set out the minimum union entitlement to the allocation of employment relations education leave (EREL).

5.11.2 The Act provides for an amount of EREL based on union membership. The parties may agree any additional days over and above the minimum.

PART 6 UNION MATTERS

6.1 Union Access

Representatives of APEX shall be entitled to enter the premises of the Ministry at all reasonable times for purposes related to the employment of members or for purposes related to the union's business or both. Such access shall be exercised at reasonable times and in a reasonable way. Representatives shall comply with existing health and safety and security procedures.

6.2 Union Deductions

- 6.2.1 The employer, when requested in writing by the National Secretary of APEX shall, within one month after the receipt of such request supply to the unions a list of the names of all employees coming within the scope of this agreement when in their employ (but such request shall not be made to the employer at intervals shorter than six months).
- 6.2.2 In accordance with authorities signed by individual employees the employer shall arrange for the deduction of union subscriptions for all union members covered by this Agreement except in cases agreed to between the employer and the union.
- 6.2.3 The manner of deduction and remittance shall be separately determined by agreement with the National Secretary of APEX.
- 6.2.4 The employer shall on request undertake to provide each employee at the time of appointment with an application form for membership of the union.
- 6.2.5 Except as may be otherwise agreed, the commission payable by APEX for this service shall not exceed 2.5 percent of the aggregate sum of the amount deducted.

6.3 Leave for Union Meetings

- 6.3.1 Providing the employee would otherwise be working for the employer during the meeting, the employer shall allow each member of APEX paid absence of up to two hours for any one meeting APEX may call in any one year (January to December inclusive), or an aggregate paid absence of up to four hours for any two or more meetings APEX may call in that same year provided that the paid absence in respect of any such meeting shall not exceed two hours.
- 6.3.2 In respect of every such meeting called APEX will consult with the employer about the date(s), time(s) and place(s) of such meeting(s) before giving notice at least 14 days prior to the date of such meeting(s).
- 6.3.3 APEX members shall resume duty as soon as practicable after the meeting, but the employer shall not be obliged to pay any Institute member for a period greater than two hours in respect of any such meeting.
- 6.3.4 Only members of APEX who actually attend a meeting called in accordance with this clause shall be entitled to pay in respect of that meeting and to that APEX shall supply the employer with a list of members who attended and shall also advise the time of finishing the meeting.

6.4 Union Worksite Representatives

- 6.4.1 Worksite representatives will be supported to fulfil their role..

PART 7 EMPLOYMENT RELATIONSHIP PROBLEMS

What is an employment relationship problem?

It is a problem between employee and employer. For example, it might be a personal grievance or a dispute about a provision in an employment agreement.

Resolving an employment relationship problem

The employee and employer should first make a reasonable effort to discuss the problem and settle it by mutual agreement. (If it's a personal grievance, it **must** first be raised with the employer and **within 90 days** (or **12 months** if it is sexual harassment) – Personal Grievances are explained further below).

An employee (or employer) has the right to be represented at any stage.

When a problem arises, union members should contact APEX.

Personal Grievances

A personal grievance is a particular type of employment relationship problem that normally must be raised with the employer within 90 days of the grievance arising (or 12 months if it is sexual harassment).

An employee may have a personal grievance where:

- They have been dismissed without good reason, or the dismissal was not carried out properly.
- They have been treated unfairly.
- Their employment or a condition of their employment has been affected to their disadvantage by an unjustified action of their employer.
- They have experienced sexual or racial harassment, or have been discriminated against because of their involvement in a union or other employee organisation, or have suffered duress over membership or non-membership of a union or other employee organisation.
- They have been discriminated against in terms of the prohibited grounds of discrimination under the Human Rights Act 1993.

NOTE: The full meaning of the terms *personal grievance*, *discrimination*, *sexual harassment*, *racial harassment*, and *duress*, shall be the meaning given by sections 103 to 110 inclusive of the Employment Relations Act 2000 only. For ease of access these are attached at the end of this agreement as Appendix B.

As with other employment relationship problems, the parties should always try to resolve a personal grievance through discussion.

Either party can refer a personal grievance to the Employment Relations Service of the Ministry of Business Innovation and Employment for mediation assistance.

If the problem relates to a type of discrimination that can be the subject of a complaint that the Human Rights Commission under the Human Rights Act 1993, the person can either take a personal grievance, or complain to the Human Rights Commission, but not both. If in doubt, advice should be sought before deciding.

Services Available

To help resolve employment relationship problems, the Ministry of Business Innovation and Employment provides:

- ***An information service***

This is free. It is available by contacting the Ministry of Business Innovation and Employment or by phoning toll free 0800 20 90 20. The Ministry of Business Innovation and Employment's internet address is www.ers.mbie.govt.nz and can be contacted by e-mail at workplaceinfo@mbie.govt.nz.

▪ **Mediation Service**

The Mediation Service is a free and independent service available through the Ministry of Business Innovation and Employment.

The service helps to resolve employment relationship problems and generally to promote the smooth conduct of employment relationships.

Mediation is a mutual problem solving process, with the aim of reaching an agreement, assisted by an independent third party.

If the parties can't reach a settlement they can ask the mediator, in writing, to make a final and binding decision.

A settlement reached through mediation and signed by the mediator at the request of the parties is final, binding and enforceable. Neither party can then take the matter any further nor, either party can be made to comply with the agreed settlement by court order.

If the problem is unresolved through mediation either party may apply to have the matter dealt with by Employment Relations Authority.

▪ **The Employment Relations Authority**

This Authority is an investigative body that operates in an informal way. It looks into the facts and makes a decision on the merits of the case and not on the legal technicalities.

Either an employer or an employee can refer an unresolved employment relationship problem to the Authority by filing the appropriate forms.

The Authority may call evidence, hold investigative meetings, or interview anyone involved. It can direct the parties to try mediation. If mediation is unsuitable or has not resolved the problem, the Authority will make a decision that is binding on all parties. Any party can contest the Authority's decision through the Employment Court.

NOTE: - all employment relationship problems, including personal grievances and any disputes about the interpretation or application of this agreement, must be resolved under Parts 9 and 10 of the Employment Relations Act 2000.

PART 8 VARIATION

8.1 Variation

The parties agree that this agreement may be varied at any time by written agreement between APEX and the Secretary.

PART 9 SIGNATORIES

Signatories to the agreement

Dated at Wellington this day of 2023

Iona Holstead
Secretary for Education

Dr Deborah Powell
National Secretary
For the Association of Professional and Executive Employees Inc. (APEX)

APPENDIX A

Employment Relations Act 2000, sections 103 - 110

103 PERSONAL GRIEVANCE--

(1) For the purposes of this Act, "personal grievance" means any grievance that an employee may have against the employee's employer or former employer because of a claim--

- (a) That the employee has been unjustifiably dismissed; or
- (b) That the employee's employment, or 1 or more conditions of the employee's employment (including any condition that survives termination of the employment), is or are or was (during employment that has since been terminated) affected to the employee's disadvantage by some unjustifiable action by the employer; or
- (c) That the employee has been discriminated against in the employee's employment; or
- (d) That the employee has been sexually harassed in the employee's employment; or
- (e) That the employee has been racially harassed in the employee's employment; or
- (f) That the employee has been subject to duress in the employee's employment in relation to membership or non-membership of a union or employees organisation.
- (g) That the employee's employer has failed to comply with a requirement of [Part 6A](#); or
- (h) That the employee has been disadvantaged by the employee's employment agreement not being in accordance with [section 67C](#), [67D](#), [67G](#), or [67H](#); or
- (i) That the employee's employer has contravened [section 67F](#) or [67G\(3\)](#).
- (j) That the employee's employer has, in relation to the employee,—
 - (i) Engaged in adverse conduct for a prohibited health and safety reason; or
 - (ii) Contravened [section 92](#) of the Health and Safety at Work Act 2015 (which prohibits coercion or inducement).

(2) For the purposes of this Part, a "representative", in relation to an employer and in relation to an alleged personal grievance, means a person--

- (a) Who is employed by that employer; and
- (b) Who either--
 - (i) Has authority over the employee alleging the grievance; or
 - (ii) Is in a position of authority over other employees in the workplace of the employee alleging the grievance.

(3) In subsection (1)(b), unjustifiable action by the employer does not include an action deriving solely from the interpretation, application, or operation, or disputed interpretation, application, or operation, of any provision of any employment agreement.

103A Test of justification

- (1) For the purposes of [section 103\(1\)\(a\)](#) and (b), the question of whether a dismissal or an action was justifiable must be determined, on an objective basis, by applying the test in subsection (2).
- (2) The test is whether the employer's actions, and how the employer acted, were what a fair and reasonable employer could have done in all the circumstances at the time the dismissal or action occurred.
- (3) In applying the test in subsection (2), the Authority or the court must consider—
 - (a) Whether, having regard to the resources available to the employer, the employer sufficiently investigated the allegations against the employee before dismissing or taking action against the employee; and
 - (b) Whether the employer raised the concerns that the employer had with the employee before dismissing or taking action against the employee; and
 - (c) Whether the employer gave the employee a reasonable opportunity to respond to the employer's concerns before dismissing or taking action against the employee; and
 - (d) Whether the employer genuinely considered the employee's explanation (if any) in relation to the allegations against the employee before dismissing or taking action against the employee.
- (4) In addition to the factors described in subsection (3), the Authority or the court may consider any other factors it thinks appropriate.

- (5) The Authority or the court must not determine a dismissal or an action to be unjustifiable under this section solely because of defects in the process followed by the employer if the defects were—
- (a) Minor; and
 - (b) Did not result in the employee being treated unfairly.

104 Discrimination

- (1) For the purposes of section 103(1)(c), an employee is *discriminated against in that employee's employment* if the employee's employer or a representative of that employer, by reason directly or indirectly of any of the prohibited grounds of discrimination specified in section 105, or involvement in the activities of a union in terms of section 107,—
- (a) Refuses or omits to offer or afford to that employee the same terms of employment, conditions of work, fringe benefits, or opportunities for training, promotion, and transfer as are made available for other employees of the same or substantially similar qualifications, experience, or skills employed in the same or substantially similar circumstances; or
 - (b) Dismisses that employee or subjects that employee to any detriment, in circumstances in which other employees employed by that employer on work of that description are not or would not be dismissed or subjected to such detriment; or
 - (c) Retires that employee, or requires or causes that employee to retire or resign.
- (2) For the purposes of this section, *detriment* includes anything that has a detrimental effect on the employee's employment, job performance, or job satisfaction.
- (3) This section is subject to the exceptions set out in section 106.

105 Prohibited grounds of discrimination for purposes of section 104

- (1) The prohibited grounds of discrimination referred to in section 104 are the prohibited grounds of discrimination set out in section 21(1) of the Human Rights Act 1993, namely—
- (a) Sex:
 - (b) Marital status:
 - (c) Religious belief:
 - (d) Ethical belief:
 - (e) Colour:
 - (f) Race:
 - (g) Ethnic or national origins:
 - (h) Disability:
 - (i) Age:
 - (j) Political opinion:
 - (k) Employment status:
 - (l) Family status:
 - (m) Sexual orientation.
- (2) The items listed in subsection (1) have the meanings (if any) given to them by section 21(1) of the Human Rights Act 1993.

106 Exceptions in relation to discrimination

- (1) Section 104 must be read subject to the following provisions of the Human Rights Act 1993 dealing with exceptions in relation to employment matters:
- (a) Section 24 (which provides for an exception in relation to crews of ships and aircraft):
 - (b) Section 25 (which provides for an exception in relation to work involving national security):
 - (c) Section 26 (which provides for an exception in relation to work performed outside New Zealand):
 - (d) Section 27 (which provides for exceptions in relation to authenticity and privacy):
 - (e) Section 28 (which provides for exceptions for purposes of religion):
 - (f) Section 29 (which provides for exceptions in relation to disability):

- (g) Section 30 (which provides for exceptions in relation to age):
 - (h) Section 31 (which provides for an exception in relation to employment of a political nature):
 - (i) Section 32 (which provides for an exception in relation to family status):
 - (j) [Repealed]
 - (k) Section 34 (which relates to regular forces and Police):
 - (l) Section 35 (which provides a general qualification on exceptions):
 - (m) Section 70 (which relates to superannuation schemes).
- (2) For the purposes of subsection (1), sections 24 to 35 of the Human Rights Act 1993 must be read as if they referred to section 104 of this Act, rather than to section 22 of that Act. In particular,—
- (a) References in sections 24 to 29, 31, and 32 of that Act to section 22 of that Act must be read as if they were references to section 104(1); and
 - (b) References in section 30 or section 34 of that Act—
 - (i) To section 22(1)(a) or 22(1)(b) of that Act must be read as if they were references to section 104(1)(a); and
 - (ii) To section 22(1)(c) of that Act must be read as if they were references to section 104(1)(b); and
 - (iii) to section 22(1)(d) of that Act must be read as if they were references to section 104(1)(c).
- (3) Nothing in section 104 includes as discrimination—
- (a) Anything done or omitted for any of the reasons set out in paragraph (a) or paragraph (b) of section 73(1) of the Human Rights Act 1993 (which relate to measures to ensure equality); or
 - (b) Preferential treatment granted by reason of any of the reasons set out in paragraph (a) or paragraph (b) of section 74 of the Human Rights Act 1993 (which relate to pregnancy, childbirth, or family responsibilities); or
 - (c) Retiring an employee or requiring or causing an employee to retire at a particular age that has effect by virtue of section 149(2) of the Human Rights Act 1993 (which is a savings provision in relation to retirement ages specified in certain employment contracts).

107 Definition of involvement in activities of union for purposes of section 104

- (1) For the purposes of section 104, *involvement in the activities of a union* means that, within 12 months before the action complained of, the employee—
- (a) Was an officer of a union or part of a union, or was a member of the committee of management of a union or part of a union, or was otherwise an official or representative of a union or part of a union; or
 - (b) Had acted as a negotiator or representative of employees in collective bargaining; or
 - (ba) Had participated in a strike lawfully; or
 - (c) Was involved in the formation or the proposed formation of a union; or
 - (d) Had made or caused to be made a claim for some benefit of an employment agreement either for that employee or any other employee, or had supported any such claim, whether by giving evidence or otherwise; or
 - (e) Had submitted another personal grievance to that employee’s employer; or
 - (f) Had been allocated, had applied to take, or had taken any employment relations education leave under this Act; or
 - (g) Was a delegate of other employees in dealing with the employer on matters relating to the employment of those employees.

108 Sexual harassment

- (1) For the purposes of sections 103(1)(d) and 123(d), an employee is *sexually harassed in that employee’s employment* if that employee’s employer or a representative of that employer—
- (a) Directly or indirectly makes a request of that employee for sexual intercourse, sexual contact, or other form of sexual activity that contains—
 - (i) An implied or overt promise of preferential treatment in that employee’s employment; or

- (ii) An implied or overt threat of detrimental treatment in that employee's employment; or
- (ii) An implied or overt threat about the present or future employment status of that

employee; or

- (b) By—
 - (i) The use of language (whether written or spoken) of a sexual nature; or
 - (ii) The use of visual material of a sexual nature; or
 - (iii) Physical behaviour of a sexual nature,—

Directly or indirectly subjects the employee to behaviour that is unwelcome or offensive to that employee (whether or not that is conveyed to the employer or representative) and that, either by its nature or through repetition, has a detrimental effect on that employee's employment, job performance, or job satisfaction.
- (2) For the purposes of sections 103(1)(d) and 123(d), an employee is also *sexually harassed in that employee's employment* (whether by a co-employee or by a client or customer of the employer), if the circumstances described in section 117 have occurred.

109 Racial harassment

For the purposes of sections 103(1)(e) and 123(d), an employee is *racially harassed in the employee's employment* if the employee's employer or a representative of that employer uses language (whether written or spoken), or visual material, or physical behaviour that directly or indirectly—

- (a) Expresses hostility against, or brings into contempt or ridicule, the employee on the ground of the race, colour, or ethnic or national origins of the employee; and
- (b) Is hurtful or offensive to the employee (whether or not that is conveyed to the employer or representative); and
- (c) Has, either by its nature or through repetition, a detrimental effect on the employee's employment, job performance, or job satisfaction.

Duress

- (1) For the purposes of section 103(1)(f), an employee is *subject to duress in that employee's employment in relation to membership or non-membership of a union or employees organisation* if that employee's employer or a representative of that employer directly or indirectly—
 - (a) Makes membership of a union or employees organisation or of a particular union or employees organisation a condition to be fulfilled if that employee wishes to retain that employee's employment; or
 - (b) Makes non-membership of a union or employees organisation or of a particular union or employees organisation a condition to be fulfilled if that employee wishes to retain that employee's employment; or
 - (c) Exerts undue influence on that employee, or offers, or threatens to withhold or does withhold, any incentive or advantage to or from that employee, or threatens to or does impose any disadvantage on that employee, with intent to induce that employee—
 - (i) To become or remain a member of a union or employees organisation or a particular union or employees organisation; or
 - (ii) To cease to be a member of a union or employees organisation or a particular union or employees organisation; or
 - (iii) Not to become a member of a union or employees organisation or a particular union or employees organisation; or
 - (iv) In the case of an employee who is authorised to act on behalf of employees, not to act on their behalf or to cease to act on their behalf; or
 - (v) On account of the fact that the employee is, or, as the case may be, is not, a member of a union or employees organisation or of a particular union or employees organisation, to resign from or leave any employment; or
 - (vi) To participate in the formation of a union or employees organisation; or
 - (vii) Not to participate in the formation of a union or employees organisation.

- (2) In this section and in section 103(1)(f), *employees organisation* means any group, society, association, or other collection of employees other than a union, however described and whether incorporated or not, that exists in whole or in part to further the employment interests of the employees belonging to it.

APPENDIX B

Sick leave entitlement for employees employed prior to 6 March 2013 (grand-parented)

Service	Sick Leave Entitlement
Up to 3 months	7 days on full pay
Over 3 months and up to 6 months	14 days on full pay
Over 6 months and up to 9 months	31 days on full pay
Over 9 months and up to 5 years	46 days on full pay
Over 5 years and up to 10 years	92 days on full pay
Over 10 years and up to 20 years	183 days on full pay
Over 20 years and up to 30 years	275 days on full pay
Over 30 years	365 days on full pay

- (i) Sick leave is to be computed in consecutive working days, but no deduction will be made for absences of less than two hours.
- (ii) The Secretary may decide that paid sick leave of any special nature of up to two years shall not be included in the aggregate of sick leave taken, but such leave is to be noted on the employee's leave record. Such leave may cover entering or waiting to enter a recognised tuberculosis institution, war injury, currently epidemic diseases as determined by Health officials, work injury or sickness not compensated by ACC.
- (iii) Where absence on sick leave, whether with or without pay extends beyond 5 consecutive working days, employees must produce to the employer a medical certificate stating the probable period of absence.
- (iv) 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 Secretary 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.
- (v) When sickness occurs during annual leave the Secretary may permit the period of sickness to be debited against an employee's sick leave entitlement except where the sickness occurs during leave following termination of employment. Notwithstanding this, where annual leave has been approved, and before taking that annual leave an employee becomes sick or injured, or whose spouse or dependent becomes sick or injured, the employer must allow the employee to take the period of sickness or injury as sick leave.
- (vi) The Secretary may permit employees to anticipate their next sick leave entitlement in accordance with the following table; or on any other basis that he/she considers appropriate.

Up to 5 years' service	At 4 years, 9 months' service
Over 5 years and up to 10	At 9 years, 6 months' service
Over 10 years and up to 20	At 19 years' service
Over 20 and up to 30	At 28 years' service

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

- (vii) The Ministry of Education agree that employees on the grand-parented sick leave entitlement will receive their next bulk allocation of sick leave during the term of the collective agreement and then transition to the current sick leave provisions of 10 days for each twelve month period of service.
- (viii) For those employees who are not due a bulk allocation during the period of this agreement, on 28 February 2018 they will receive their next allocation regardless of when the entitlement is due. At the end of the agreement all NZEI Te Riu Roa members on the grand-parented sick leave bulk allocation will transition to the current sick leave provisions of 10 days per twelve month period of service.

APPENDIX C

Ministry of Education | Te Tāhuhu o te Mātauranga and APEX Collective Agreement for Psychologists Terms of Settlement 16 June 2023

This offer remains open until 23 June 2023 or until Te Kawa Mataaho or the Minister/Cabinet withdraw the Public Sector Pay Adjustment offer, whichever is sooner.

In the event this offer is ratified, the Ministry will communicate timelines for implementation of the settlement to APEX, noting reasonable time will need to be allowed to fully implement the changes resulting from the settlement.

Introduction

The Ministry of Education | Te Tāhuhu o te Mātauranga (the Ministry) and the NZEI | Te Riu Roa (NZEI) and APEX Collective Employment Agreement for Field Workers expired on 27 January 2023. Prior to expiry APEX initiated a collective agreement for Psychologists (including intern psychologists) previously covered by the Field Workers agreement.

The parties (the Ministry and APEX) have now reached agreement on the terms set out in this Terms of Settlement document. This Terms of Settlement document sets out the full terms of settlement of the Ministry of Education Collective Agreement for Psychologists from 3 April 2023 to 30 June 2025, an agreement between the Secretary for Education and APEX. The new collective agreement will now be put to the members to allow for a ratification vote pursuant to section 51 of the Employment Relations Act 2000.

In settlement the parties agree to the following:

1. **Settlement date**

The effective date of this settlement will be the date of member ratification.

2. The collective agreement will bind all Ministry employees who are members of APEX that fall under the coverage clause specified within the Ministry and APEX Psychologist Collective Agreement as at the ratification date or who later join APEX.

3. **Term**

Deleted clause 1.3 Delete and replace with:

This agreement shall be effective from the date of ratification, and it will expire on 30 June 2025.

4. **Remuneration**

All those employed as Psychologists and Intern Psychologists shall receive the following increases and lump sum payments. These will be pro-rated for part-time hours:

- a. Subject to having met their agreed performance expectations as set out in clause 3.3.1 Psychologists will move to the translated step on the scale backdated to 3 April 2023.

Current Step	13 Oct 2021	Translation step	3 Apr 2023
Intern	50628	PI	54628
1	58928		
2	61870		
3	64916		
4	67963		
5	71010		
6	73952		
7	77103	P1	82928
8	80005	P2	87928
9	83052		
10	87464	P3	92928
11	89250	P4	97928
12	92192		
13	96079	P5	102928
14	97000		
SPP Psych 1	99861	P6	107928
SPP Psych 2	99861-105535	P7	112928
SPP Psych 3	105535-108928	P8	112928
	108929-115095		*117928

**Adjustments will be made to ensure no increase in taking this step will be less than \$4,000 (gross) even if this places the person above the top step.*

- b. Those below the starting step for their position (see 7) will be translated to the minimum starting step for their position.
- c. In recognition of the value of the collective agreement and of the benefits arising out of the ongoing relationship between APEX and the Secretary for Education, a one-off lump sum payment of \$500 (gross) payable to Psychologists and Intern Psychologists who are bound by the collective agreement as at 3 April 2023. This one-off member only benefit will be recorded in the collective agreement following the remuneration table. This lump sum is pro-rated for part-time employees.
- d. Subject to having met their agreed performance expectations as set out in clause 3.3.1 Psychologists will move to the next step on the scale on 3 April 2024. These movements include the public sector pay adjustment increase.
- e. A one-off lump sum payment of \$500 (gross) to all Psychologists and Intern Psychologists as at 3 April 2024. This lump sum is pro-rated for part-time employees.
- f. Clause 3.3.1 will be amended to provide the incremental pay steps on 3 April each year from 3 April 2024 (instead of an employee's anniversary). The rest of the clause will be

unchanged. The steps in clause 3.1.1 shall be updated and used in the application of the steps in (c). These step adjustments include the Public Sector Pay adjustments:

Step	3-Apr-23	3-Apr-24
Intern PI	54628	56628
P1	82928	85416
P2	87928	90566
P3	92928	95715
P4	97928	100865
P5	102928	106016
P6	107928	111166
P7	112928	116316
P8	117928	121466
P9		126000

For example, on 3 April 2023 a Psychologist on the current step 8 (\$80,005) will move to step P2 on the new model (\$87,928) and receive a lump sum of \$500. On 3 April 2024 they will move to the next step P3 (\$ 95,715) and receive a lump sum of \$500. Lump sums are gross (before tax) and will be pro-rated for hours of work.

5. Continuity of income (new clause)

add a new clause

Where an employee joins this collective agreement as an intern and leaves employment as a Field Worker, they shall have their salary for the Field Worker position they held immediately prior, protected for a period of up to 12 months. This may be extended at the discretion of the Ministry.

6. Replacement of Skills Progression Pathway (SPP)

The skills progression pathway will be removed from the collective agreement body and appendices/schedules and will be replaced by a requirement for a panel assessment to verify 'advanced practitioner' status to enter step P7 from 3 April 2023 and P8 from 3 April 2024.

The words below will replace clause 3.1.3.

Those transitioned under this settlement to steps P7 or higher will not require assessments.

Merit progression to step P7/P8 (with numbering to match the agreement):

- a. Purpose
 - The purpose of the merit progression provisions in this Agreement is to:
 - Recognise and acknowledge the skills (including cultural skills, or less visible skills) Advanced Practitioner Psychologists bring to their roles;
 - Develop the Psychologist workforce in a deliberate way to ensure a high quality of service delivery;
 - Encourage recruitment and retention of highly skilled Advanced Practitioner Psychologists; and
 - Encourage and reward conscious development of leadership skills and subject matter expert knowledge in the Workforce.
- b. Merit progression to step P7 from 3 April 2023 or step P8 from 3 April 2024 will consist of a panel assessment, a discussion with nominated peers, considering the two most recent performance conversations, and a discussion with the employee's people leader.
- c. Advanced practitioners will be:
 - Working at the level expected of a senior practitioner, as evidenced by satisfactory performance reviews, as well as leader and peer feedback.
 - Be involved in a meaningful way in supervising, coaching, mentoring or training other practitioners (unless it is agreed between the employee and the Ministry that this is not an appropriate component of the role).
 - Recognised as a consultant to other staff on complex professional practices.
 - Showing leadership in managing complex relationships and professional practices.
 - Demonstrating cultural competence.
- d. The Ministry's decision can be appealed to the Manager Integrated Services, but will otherwise will be final.
- e. Further assessments will not be required to progress to steps after P7 from 3 April 2023 or after step P8 from 3 April 2024 and Advanced Practitioners will progress to the top of the scale in line with the ordinary rules for salary progression under this Agreement (see clause 3.3).
- f. Each employee on step P6 from 3 April 2023 and step P7 from 3 April 2024 can apply once each year (or be nominated by their leader) no later than 1 February for inclusion in the next step increase, that will take effect on the next increase date, being 3 April annually.
- g. On progression to step P6 from 3 April 2023 and step P7 from 3 April 2024 and as part of the employee's regular performance conversations, the employee and the employer will discuss the employee's work, opportunities for professional growth and whether the employee is on track to operate at an Advanced Practitioner level by 1 February of the following year.

7. Starting salary

Clause 3.2.5 will be amended to state the maximum appointment step will be step P6 from 3

April 2023 and step P7 from 3 April 2024.

Amend clause 3.2.1 to read : An employee who has a relevant academic or professional qualification(s) but who has no recognised previous relevant experience should be placed on step P1 in the salary scale. Relevant qualification(s) being a Master's Degree plus a one-year (120 credit) Post-Graduate (level 8 or higher) Diploma.

Amend clause 3.2.3

Subject to 3.2.5 an employee who, in addition to their relevant academic or professional qualification(s), has recognised previous relevant experience shall be credited with a further step in the scale for each completed year of recognised previous relevant experience up to step P6 from 3 April 2023 and step P7 from 3 April 2024. For the purposes of this provision:

- (a) Recognised previous relevant experience shall include experience as a registered psychologist.
- (b) Recognised previous relevant experience shall include experience in New Zealand as a trained and registered teacher in a state or state integrated school or a licensed early childhood centre
- (c) Less than full credit may be given on appointment for other related, but not directly relevant experience

8. Accelerated advancement

Add new paragraph to the bottom of the clause.

Requests for accelerated advancement must be supported by the applicant's manager, who may apply on their behalf as part of the step process as at 3 April each year.

Accelerated advancement is at the discretion of the Ministry, and if accepted, will result in a double step instead of a single step being taken. If this would result in the applicant entering step P7 from 3 April 2023 or step P8 from 3 April 2024, then a panel assessment is also required (see clause 3.1.3).

Managers will take into account merit, internal equity and affordability when supporting such requests. The final decision will be made by the Secretary for Education who may delegate this to Hautū.

9. Coverage

Amend clause 1.2.1 to read "This agreement will cover Intern Psychologists and registered Psychologists, who are employed by the Ministry, in a Psychologist, Intern Psychologist, or School Wide Practitioner position and who are, or become members of APEX.

10. Abandonment of employment

New clause to be added that states:

If any employee is absent from work for more than five working days, without making reasonable effort to notify their Manager, they shall be deemed to have terminated their service without notice; provided that it shall be the duty of their Manager to make all reasonable efforts to contact the employee.

11. Transfer Expenses

Replace clause 4.5:

Transfer and Removal Expenses

Employees who are requested to move location by the employer on appointment to a position, as a transfer or for a promotion may apply for reimbursement of their relocation costs, in line with the Ministry's Relocation guidelines.

Service Recognition

Replace clause 5.1:

5.1.1 The Ministry will recognise prior service from 13 May 2003 with other departments of the Public Service as detailed below for the purpose of calculating continuous service for leave entitlements provided the employee claims such prior service within;

c) One year of joining the Ministry:

- Te Whatu Ora Health New Zealand (and former DHBs);
- Department of Corrections;
- Oranga Tamariki the Ministry of Children.

d) One month of joining the Ministry:

- Parliamentary Service;
- Service in the Education Service as defined in the Public Service Act 2020 and any subsequent amendments to it;
- Early Childhood Development;
- Specialist Education Services;
- Education Review Office;
- New Zealand Qualifications Authority;
- Skill New Zealand (formerly Education Training and Support Agency) ;
- Careers NZ – Mana Rapuara Aotearoa;
- Teaching Council of New Zealand (and its predecessor bodies);
- Learning Media;
- Education Board Service.

12. Corrections/Technical changes

- a. Remove references to NZEI Te Riu Roa as a party to the agreement throughout
- b. Index to be corrected – refers to incorrect clause numbers (e.g. 2.12 should be 2.11)
- c. References to State Sector Act 1988 in 2.6.1 (and any others) to be updated to Public Service Act 2020
- d. Clause reference in 2.9.6 to be corrected to 2.9.7. and 2.9.8
- e. Correct references to directors/regions to Integrated Service Managers

- f. Delete second sentence in clause 5.3.3(a) which is inconsistent with the Holidays Act.
- g. Cross reference in 5.1.4 (service recognition) clause should be 2.11 (2.12 in the renumbered agreement) not 2.10.

13. It is agreed that with the exception of the lump sum payment in clause 3(c), the terms of this settlement may be passed on to non-members.

14. All other terms and conditions remain the same as the 2021-2023 Ministry of Education Field Workers Multi Union Collective Agreement.

Signatories

On behalf of the **Ministry of Education:**

On behalf of the **APEX:**

Anne Marie Taggart
General Manager, People, Sustainability
& Place
Te Pou Rangatōpū | Corporate

Omar Hamed
Advocate
APEX

Date:

Date:

What “else” does APEX do?

- We negotiate Psychologists’ **collective agreements** for members in both the **public and private sectors**. And of course, we enforce those agreements ensuring our members do get their rightful entitlements.
- We give members **employment advice** generally. This includes around your employment rights under legislation and at common law as well as your collective agreements, pay and in relation to any disputes that could arise.
- We provide advice, support and action with respect to **health and safety**. This includes psychological risks (e.g. bullying), physiological risks (e.g. fatigue) and physical risks (e.g. temperature in workplaces. hazardous substances, lifting etc)
- We support over **300 delegates** in workplaces around NZ, providing them with training and access to professional advice whenever they need it. Our delegates are immediately available to you in the workplace and are a critical link between members and the professional advocates and staff employed by APEX.
- We produce **Journals and newsletters** to keep you up to date with what is happening within your world, the wider Allied Scientific and Technical Health Practitioners space and whole of health and industrial environments.
- APEX **monitors legislation and other policy drivers** to ensure you know what might be happening that could affect you, and to ensure you have the opportunity to have a say, if you wish.
- We provide a public face to the **media** not just in relation to industrial matters but also health policy, health and safety issues and so that we can promote the invaluable work you perform.
- We provide access to **indemnity insurance**.
- We maintain the provision of **Facebook and Website** facilities to keep us all in touch and provide ready access to information and resources.

And much more. For further information check out our website www.apex.org.nz or [join us on Facebook](#).



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