

# Appendix 5: Part 1 Scheduled and Part 2 Grandparented Provisions

The scheduled and grandparented provisions are provisions that will continue for employees in specified Districts in accordance with the preceding Regional Administration MECAs as follows:

- Northern - 1 April 2021 – 31 December 2021
- Lower North Island – 2 June 2021 to 31 December 2021
- Midlands – 1 March 2019 – 28 February 2022
- South Island – 1 February 2019 – 31 January 2022

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# 1 Scheduled Provisions

**Scheduled provisions** are entitlements that remain in place for employees employed in a District and that do not apply to employees employed outside the specified District. New employees appointed to Te Whatu Ora in the specified District for the scheduled provision will receive that scheduled provision.

## 1.1 The divisor for ordinary hourly rate of pay

There are a range of divisors used in different regions / Districts. For this reason, clause 1.1.1 (Definitions) of this Collective Agreement refers to divisors being applied as set out in this Appendix.

The existing divisors will continue to apply as set out below as per the previous regional MECAs:

Northern MECA	Midlands MECA	LNI MECA	South Island
(3.3) & (5.4) 40 hours per week divided by 2086	(3.0) 2086 but for Lakes and TDHB 2080	(1.6) Hawkes Bay, Capital & Coast, Whanganui -2086  Hutt Valley, Taranaki, Mid Central & Wairarapa 2080	(2.0) 2086

Previous Regional MECA	Provision
<b>Northern MECA</b> Clause 3.3 (Ordinary Hourly Rate of Pay)	Full-time equivalent 40 hours per week. The ordinary hourly rate of pay is the annual salary divided by 2086, correct to three (3) decimal places of a dollar.
<b>Midlands MECA</b> Clause 3.0 (Remuneration)	The hourly rate shall be determined by using the divisor of 2086 but for Lakes and TDHB its 2080
<b>Lower North Island MECA</b> Clause 1.6 (Definitions)	Annual Divisor in Hawkes Bay DHB, Capital and Coast DHB, Whanganui DHB – 2086 of the yearly rate of salary payable. Hutt Valley DHB, Taranaki DHB, MidCentral DHB, Wairarapa DHB – 2080 of the yearly rate of salary payable. The hourly rate will be correct to 3 decimal places.

Previous Regional MECA	Provision
<b>South Island MECA</b> (Definitions), clause 2.0 (Definitions)	Hourly rate <sup>n</sup> means the normal hourly rate shall be one two thousand and eighty sixth part of the yearly rate of salary payable

## 1.2 Part time No Fixed hours (Northland only)

Northern MECA	Midlands MECA	LNI MECA	South Island
Clause 3.0 (Part time No Fixed Hours (Northland DHB only)	Nil	Nil	Nil

The following provision will continue to apply at Northland District:

Previous Regional MECA	Provision
<b>Northern Regional MECA</b>  Clause 3.0 (Part time No Fixed Hours (Northland DHB only)	<p>These workers may be engaged with no stated minimum hours only to provide relief cover for unscheduled increases in workload, unscheduled staff absences and in other circumstances that may be agreed between the employer and the PSA. These workers shall be entitled to salary progression and other service-related entitlements which are the same as those of full-time employees doing comparable work.</p> <p>These employees shall also be entitled to other payments applicable to full-time employees including overtime and appropriate allowances where the employee meets the payment or allowance pre-conditions. They shall also receive a proportion of annual holiday, sick leave and other entitlements based on the number of hours worked.</p>

## 1.3 Tea Allowance

The following provisions will continue to apply in the existing locations as per the applicable previous regional MECA:

Northern MECA	Midlands MECA	LNI MECA	South Island
Clause 5.10 (g) (Meal Periods and Rest Breaks)	Clause 2.7 (d) (Meal Periods and Rest Breaks)	(Clause 4.0 (Tea Allowance)	Nil

Previous Regional MECA	Provision
<b>Northern MECA</b> Clause 5.10 (g) (Meal Periods and Rest Breaks)	During the meal break or rest breaks prescribed above, free tea, coffee, milk, and sugar shall be supplied by the employer. Where it is impractical to supply tea, coffee, milk, and sugar free of charge, a weekly allowance in lieu shall be paid of \$1.41. This allowance shall continue during all periods of leave except leave without pay.
<b>Midlands MECA</b> Clause 2.7 (d) (Meal Periods and Rest Breaks)	Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, where these occur during duty, shall be allowed as time worked. During the meal break or rest breaks prescribed above, free tea, coffee, boiling water, milk, and sugar shall be supplied by the employer. Where it is impractical to supply tea, coffee, milk, and sugar free of charge, an allowance of \$1.31 per week in lieu shall be paid. This allowance shall continue during all periods of leave except leave without pay.
<b>Lower North Island – Capital &amp; Coast Schedule, Clause 4.0</b> (Tea Allowance)	During a meal or rest break prescribed in clause 2.5 of the core MECA, free tea, coffee, milk, and sugar shall be supplied by the employer. Where it is impractical to supply tea, coffee, milk, and sugar free of charge an allowance of \$1.26 per week in lieu shall be paid.

## 1.4 Meal Allowance

The following provisions will continue to apply in the existing locations as per the applicable previous regional MECA:

Northern MECA	Midlands MECA	LNI MECA	South Island
Clause (8.2)	Clause (11.5)	3.0 Capital & Coast (3.0) Hutt Valley (5.0) Mid Central (3.0) Enable (2.1) Whanganui (3.0) Wairarapa	Nil

Previous regional MECA	Provision
<b>Northern MECA</b> <b>Clause 8.2</b>	The employee who works a qualifying shift of eight hours or more and who is required to work more than one hour beyond the end of the shift (excluding any break for a meal) shall be paid a meal allowance of \$8.50 or, at the option of the employer, be provided a meal.
<b>Midlands MECA</b> <b>Clause 11.5</b>	<b>Waikato District</b> A meal allowance of \$11.90 will be paid as follows: A shift worker who works a rostered duty of 8 hours or more and who is required to work 1 hour or more beyond the end of the shift (excluding a break for a meal). For the purposes of this clause a qualifying shift is defined in clause 1.4 Employees other than shift workers employed on overtime and required to work 1 hour or more on any day or required to work after 1pm on Sunday  <b>Lakes DHB (only) - Meal Periods and Rest breaks</b>  Lakes DHB employees who are employed for sole charge roles during shifts where an employee is unable to be relieved from work for meal and rest breaks; e.g. telephonists.



## 1.5 Payment of Overtime in Relation to Authorised Absence from Duty

Northern MECA	Midlands MECA	LNI MECA	South Island
Clause 5.14	Nil	Nil	Nil

Previous regional MECA	Provision
<b>Northern MECA</b> Clause 5.14	For calculating the qualifying period for the payment of overtime, employees absent from duty if on sick leave, annual leave, or other authorised paid leave shall be regarded as having worked all the hours they were rostered for on that particular day

## 1.6 Weekend and Public Holiday Rates

Northern MECA	Midlands MECA	LNI MECA	South Island
Clause 6.1	Nil	Nil	Schedule 3.6 Southern DHB (Otago) Penal Rates

Previous regional MECA	Provision
<b>Northern MECA</b> Clause 6.1	<p>Clause 6.1</p> <p>Penal time shall be paid for weekends and public holidays at the following rates in addition to ordinary salary:                      From midnight Friday/Saturday until midday Saturday T½ first 3 hours, then T1                      From midday Saturday until midnight Sunday/Monday T1                      Public holiday T1 plus alternative holiday. Casual employee rates – T2 in addition to ordinary salary</p> <p>Note: penal time and overtime shall not be paid in respect of the same hours.</p>

Previous regional MECA	Provision
<b>South Island</b>  Schedule 3.6 Southern DHB (Otago) Penal Rates	Schedule 3.6  Weekend Penal Rates: All ordinary time hours worked on Saturdays shall be paid at time and a half (T1.5) for the first three hours and double time (T2) thereafter, and ordinary time hours worked after noon on Saturday and time worked on Sunday shall be paid at double time (T2) rates (except that all ordinary time hours worked on a public holiday falling in a weekend shall be paid at double time (T2) rates as specified in the main body of the Agreement.

## 1.7 Shift Leave

Northern MECA	Midlands MECA	LNI MECA	South Island
Schedule 3 – Shift Leave – variance between Districts and nationally	Clause 4.2 Extra leave shift workers	Clause 4.3 refers to DHB specific schedules	Clause 16.0 Shift Leave

Previous regional MECA	Provision																
<b>Northern MECA Waitemata</b>	<p><b>Waitemata District</b></p> <p>(a) At WDHB only “Shift Work Rosters” means two or more employees working over a span of hours any of which falls outside the hours of 6.00 am to 7.00 pm. Any employee who works on a shift work roster shall be entitled to additional leave per annum in accordance with the tables below.</p> <p>(b) Eligibility for this leave shall be determined by either qualification under (a) or (b) below:</p> <ol style="list-style-type: none"> <li>I. A qualifying shift shall be any shift which has any hours which fall outside of 6 am to 7 pm.</li> <li>II. A shift shall be a minimum of 4 hours duration.</li> <li>III. For the purposes of this clause any period “on call” between 4 hours and 24 hours shall be counted as one shift.</li> </ol> <p>The Following Additional Leave Is Granted:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Number Of Qualifying Shifts</th> <th style="text-align: center;">Number Of Days Additional Leave Per Annum</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">100 Or More</td> <td style="text-align: center;">5</td> </tr> <tr> <td style="text-align: center;">80-99</td> <td style="text-align: center;">4</td> </tr> <tr> <td style="text-align: center;">60-79</td> <td style="text-align: center;">3</td> </tr> <tr> <td style="text-align: center;">40-59</td> <td style="text-align: center;">2</td> </tr> <tr> <td style="text-align: center;">20-39</td> <td style="text-align: center;">1</td> </tr> </tbody> </table> <p>Provided, however, that staff who do not qualify for a full extra week’s leave in accordance with the above scale may alternatively qualify under (b) below:</p> <p>(a) Shift workers who work alternating shifts may qualify for additional leave according to the number of shift changes occurring during the year provided that employees who alternate on shifts which fall wholly between the hours of 6.00 am and 6.00 pm will not qualify for extra leave.</p> <p>Where the roster requires the shift worker to change as frequently as every week or less frequently (e.g. every two weeks) the following pro rata scale will apply:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Shift Changes per Year</th> <th style="text-align: center;">Number of Days Each Year</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> </tr> </tbody> </table>	Number Of Qualifying Shifts	Number Of Days Additional Leave Per Annum	100 Or More	5	80-99	4	60-79	3	40-59	2	20-39	1	Shift Changes per Year	Number of Days Each Year		
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<p data-bbox="244 1249 440 1339"><b>Northern MECA</b> <b>Northland</b></p>	<p data-bbox="528 1120 633 1144">4.1 NDHB</p> <p data-bbox="528 1189 863 1214">Additional Leave for shift workers:</p> <p data-bbox="528 1256 1445 1314">(a) Employees who are assigned to shift work are entitled to 40 hours (37.5 hours for code CT staff) paid leave in addition to their Annual Holiday entitlement.</p> <p data-bbox="528 1357 1481 1473">(b) The shift worker's Additional Leave entitlement, pro-rated for periods of less than a full year assignment to shift work, falls due at the same anniversary as an employee's Annual Holiday entitlement and may be taken in conjunction with or separate from Annual Holidays but cannot be accumulated.</p>																						
<p data-bbox="244 1809 440 1868"><b>Northern MECA</b> Schedule 3</p>	<p data-bbox="528 1568 1034 1626"><b>Auckland District</b> 4.1.1 ADHB EXTRA LEAVE FOR SHIFT WORKERS</p> <p data-bbox="528 1659 1481 1839">At ADHB only "shift work" is defined as the same work performed by two or more workers or two or more successive sets or groups of workers working successive periods. Employees who are shift workers may be granted up to one (1) week - five (5) working days - additional annual leave on completion of twelve (12) months employment on shift work (or pro-rata according to proportion of the year on shift work) in accordance with the provision outlined below:</p> <p data-bbox="576 1843 1426 1901">(a) Any shift work performed during a period which is not overtime that meets any of the following criteria qualifies for additional leave.</p> <ul data-bbox="624 1906 1469 2051" style="list-style-type: none"> <li>• The shift work performed each day: <ul style="list-style-type: none"> <li>○ Extends over at least 13 continuous hours</li> <li>○ Is performed by two or more workers working rostered shifts and</li> <li>○ The shift involves at least two hours of work performed outside the hours of 0800 and 1700 hours</li> </ul> </li> </ul> <p data-bbox="528 2085 1422 2110">The shift work does not extend over at least 13 continuous hours each day but at least four (4)</p>																						



hours of the shift work are performed outside the hours of 0800 to 1700 hours.

(b) The shift work performed:

- Is rostered and rotating
- Extends over at least 15 continuous hours each day, and
- Not less than 40% of the hours worked in the period covered by the roster cycle is outside the hours of 0800 to 1700.

The following additional leave is granted:

Number of qualifying shifts per annum	Number of Days Additional Leave Per Annum
121 Or More	5
96 – 120	4
71 – 95	3
46 – 70	2
21 – 45	1

4.1.1 Provided however that staff who do not qualify for a full extra week's leave in accordance with the above scale may alternatively qualify under one of the following criteria:

- (c) Shift workers who work alternating shifts may qualify for additional leave according to the number of shift changes occurring during the year provided that employees who alternate on shifts which fall wholly between the hours of 0600 and 1800 will not qualify for extra leave.
- (d) Where the roster requires the shift worker to change as frequently as every week or less frequently (e.g. every two weeks), the following pro-rata scale will apply:

Shift Changes per Year	Number of Days Additional Leave Per Annum
40 + Changes And over	5
32 – 39 Changes	4
24 – 31 Changes	3
16 – 23 Changes	2
8 – 15 Changes	1

Where the roster requires the shift worker to change more frequently than every week (i.e. every day or every other day, etc.) The following pro-rata scale will apply:

Number of Weeks in Leave Year Employed On Such Rosters	Number of Days Additional Leave Per Annum
40 + Changes And over	5
32 – 39 Changes	4
24 – 31 Changes	3
16 – 23 Changes	2
8 – 15 Changes	1

Provided that, where circumstances require sub clauses (d) and (c) shall be applied cumulatively but not concurrently in respect of a single leave year.

- 4.1.1 Shift workers who work ordinary hours of work which regularly commence up to three hours prior to 0600 hours or finish up to three hours later than 1800 hours may also be considered for additional leave. The amount of leave will have regard to the following pro-rate scale:

Previous regional MECA	Provision																									
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<p><b>Northern MECA</b> Schedule 3 Counties</p>	<p>4.1.2 An employee who is regularly required to work ordinary fixed hours of work which commence after 1800 hours but are not part of a rostered shift system will not qualify for additional leave.</p> <p>4.2.1 Shift Work</p> <p>(a) At CMDHB only "Shift Work" is defined as the same work performed by two or more workers or two or more successive sets or groups of workers working successive periods. Employees who are permanently employed on shift work shall be entitled to an extra week's holiday per year: provided that employees working more than one (1) month but less than twelve (12) months on shifts shall receive a pro rata proportion of the extra week's holiday.</p>																									
<p><b>LNI MECA</b> Clause 4.3</p>	<p><b>Schedules - Taranaki</b></p> <p>3.0 SHIFT LEAVE If you work a regular shift pattern, you will receive an additional 1 week's leave per annum.</p> <p>Extra Leave for On Call If you participate in an on-call roster, you are entitled to additional leave according to the table below:</p> <table border="1" data-bbox="740 1413 1291 1664"> <thead> <tr> <th>Number of qualifying shifts per annum</th> <th>Number of Days Additional Leave Per Annum</th> </tr> </thead> <tbody> <tr> <td>70 or more</td> <td>5</td> </tr> <tr> <td>56 – 69</td> <td>4</td> </tr> <tr> <td>42 – 55</td> <td>3</td> </tr> <tr> <td>28 – 41</td> <td>2</td> </tr> <tr> <td>14 – 27</td> <td>1</td> </tr> </tbody> </table> <p>Payroll will keep a balance of your qualifying on call periods throughout the year. On your anniversary date, the qualifying call periods will be converted into days and added to your annual leave balance.</p> <p>For the purpose of this clause:</p> <ul style="list-style-type: none"> <li>the qualifying call period falls between your rostered duties;</li> <li>the minimum qualifying period must exceed three (3) hours;</li> <li>this will not include call periods on public holidays.</li> <li>You will receive a pro rata entitlement if you are part time.</li> </ul> <p>Staff members have the option of taking the extra leave as a holiday or may convert it to a cash amount paid as a lump sum.</p>			Number of qualifying shifts per annum	Number of Days Additional Leave Per Annum	70 or more	5	56 – 69	4	42 – 55	3	28 – 41	2	14 – 27	1											
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<p><b>LNI MECA, clause 4.3</b></p>	<p><b>Schedules – Hutt Valley Hutt Valley,</b></p> <p><b>clause 4.1</b> Shift Leave</p> <p>Extra shift leave is for shift workers on rostered and rotating shifts. This refers to Employees who are available as required by the Manager to work through the roster as it applies to the department or work area. Employees who qualify as shift workers under this definition may, on completion of 12 months employment on shift work be granted 1 day's additional leave per annum for each 20 qualifying shifts worked. A qualifying shift is a shift that involves 2 or more hours of work that fall outside of the core hours of work. Employees may be granted up to a maximum of 5 days additional leave per annum.</p> <table border="1" data-bbox="742 600 1292 853"> <thead> <tr> <th>Qualifying shift</th> <th># of days additional leave per annum (pro rata)</th> </tr> </thead> <tbody> <tr> <td>100 +</td> <td>5</td> </tr> <tr> <td>80-99</td> <td>4</td> </tr> <tr> <td>60-79</td> <td>3</td> </tr> <tr> <td>40-59</td> <td>2</td> </tr> <tr> <td>20-39</td> <td>1</td> </tr> </tbody> </table>	Qualifying shift	# of days additional leave per annum (pro rata)	100 +	5	80-99	4	60-79	3	40-59	2	20-39	1
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<p><b>LNI MECA, clause 4.3</b></p>	<p><b>Whanganui District, clause 4.0</b></p> <p><b>4.3 EXTRA LEAVE FOR SHIFT EMPLOYEES</b></p> <p>An employee who works shift work during a leave year, shall be granted up to 40 hours (prorated for part time employees), additional annual leave on completion of 12 months employment on shift work in accordance with the provision outlined below, provided the employee's shifts are part of a roster which is:</p> <p>(a) Rostered and Rotating and (b) Covers the 24 hour period</p> <table border="1" data-bbox="742 1240 1292 1494"> <thead> <tr> <th>% of duties on shift work during a year</th> <th>Number of working hours additional leave per year</th> </tr> </thead> <tbody> <tr> <td>50% or more</td> <td>40 hours</td> </tr> <tr> <td>40 to 49%</td> <td>32 hours</td> </tr> <tr> <td>30 to 39%</td> <td>24 hours</td> </tr> <tr> <td>20 to 29%</td> <td>16 hours</td> </tr> <tr> <td>10 to 19%</td> <td>8 hours</td> </tr> </tbody> </table> <p><b>5.0.1</b> An employee who is regularly required to work ordinary fixed hours of work which commence after 6.00 pm but are not part of a rostered shift system will not qualify for additional leave.</p> <p><b>5.0.2</b> Casual Employees are not eligible for shift leave.</p>	% of duties on shift work during a year	Number of working hours additional leave per year	50% or more	40 hours	40 to 49%	32 hours	30 to 39%	24 hours	20 to 29%	16 hours	10 to 19%	8 hours
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<p><b>South Island MECA clause 16.0</b></p>	<p><b>For CDHB employees</b></p> <p>Full time or part time employees engaged on shift work for 50% or more of their duties during a leave year shall be entitled to an additional weeks annual leave (5 days), provided that this shall be calculated pro-rata according to the following table where an employee works less than 50% of their duties during a leave year on shift work:</p> <table border="1" data-bbox="742 1953 1292 2112"> <thead> <tr> <th>% of duties on shift work during a year</th> <th>Percentage of additional weeks leave</th> </tr> </thead> <tbody> <tr> <td>40 to 49%</td> <td>80</td> </tr> <tr> <td>30 to 39%</td> <td>60</td> </tr> <tr> <td>20 to 29%</td> <td>40</td> </tr> </tbody> </table>	% of duties on shift work during a year	Percentage of additional weeks leave	40 to 49%	80	30 to 39%	60	20 to 29%	40				
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Previous regional MECA	Provision													
	10 to 19%	20												
	<p>This shall also apply to temporary employees who have been currently continuously employed by the Employer for 12 months or more. For the purposes of this CDHB clause, "Shift Work" is defined as the same work performed by two or more employees or two or more successive sets or groups of employees working successive periods; providing that an Employee has duties rotated through different periods within the roster or works night duty on a regular basis. "Night Duty" means any duty in which part of the duty is worked between midnight and 5:00am on any day of the week Monday to Friday both days inclusive.</p>													
<p><b>South Island MECA clause 16.0</b></p>	<p><b>For NMDHB employees.</b></p> <p>Employees working shift work will be entitled to an additional five days annual leave, provided that they are rostered to work over seven days and rotating through two shifts or they work permanent night duty. Employees, who meet these conditions, will be entitled to this additional annual leave proportionate to their shift working. For part-time employees this will be on a pro rata basis.</p>													
<p><b>South Island MECA clause 16.0</b></p>	<p><b>For Southern DHB and WCDHB employees.</b></p> <p>Employees who are shift workers may be granted up to one-week (five working days) additional annual leave on completion of 12 months' employment on shift work (or pro rata according to proportion of the year on shift work) in accordance with this table and subject to the criteria listed below:</p> <table border="1" data-bbox="742 1111 1291 1361"> <thead> <tr> <th>Number of qualifying shifts per annum</th> <th>Number of Days Additional Leave Per Annum</th> </tr> </thead> <tbody> <tr> <td>121 Or More</td> <td>5</td> </tr> <tr> <td>96 – 120</td> <td>4</td> </tr> <tr> <td>71 – 95</td> <td>3</td> </tr> <tr> <td>46 – 70</td> <td>2</td> </tr> <tr> <td>21 – 45</td> <td>1</td> </tr> </tbody> </table>		Number of qualifying shifts per annum	Number of Days Additional Leave Per Annum	121 Or More	5	96 – 120	4	71 – 95	3	46 – 70	2	21 – 45	1
Number of qualifying shifts per annum	Number of Days Additional Leave Per Annum													
121 Or More	5													
96 – 120	4													
71 – 95	3													
46 – 70	2													
21 – 45	1													
<p><b>South Island MECA clause 16.0</b></p>	<p><b>Criteria for Southern DHB (Otago) employees</b></p> <p>Any duty where the ordinary hours start prior to 20.00 and finishes after 20:00 (afternoon shift), or where the duty starts between 22.00 and 01.00 and the majority of the hours are worked between midnight and 06.00 (night shift) shall be deemed a qualifying shift.</p>													
<p><b>South Island MECA clause 16.0</b></p>	<p><b>Criteria for Southern DHB (Southland) employees</b></p> <p>(a) Employees who are rostered to work on a rotating roster which includes afternoon or night shifts may be granted additional annual leave, on completion of 12 months employment on shift work, in accordance with the table above and the provisions outlined in this clause.</p> <p>(b) An employee who is regularly required to work ordinary fixed hours of work which commences after 6 p.m. but are not part of a rostered shift system will not qualify for additional leave.</p> <p>(c) For employees who work 12-hour shifts, where any part of the duty is worked after 8 p.m., this will be counted as 0.5. Where the majority of the duty is worked between 11 p.m. and 7 am this will be counted as 1.5 qualifying shifts.</p>													

Previous regional MECA	Provision
	<p>(d) Every part-time employee will be entitled to the shift leave in accordance with the above scale on a pro rata basis in accordance with average hours worked.</p> <p>(e) Every part-time employee will be entitled to annual leave as prescribed. Salary during leave will be paid for the employee's usual working hours..</p>
<b>South Island MECA clause 16.0</b>	<p><b>Criteria for WCDHB employees</b></p> <p>(a) Any shift work performed during a period which is not overtime that meets the following criteria qualifies for additional leave: The shift work performed each day:</p> <ul style="list-style-type: none"> <li>(i) extends over at least 13 continuous hours, and</li> <li>(ii) is performed by two or more workers working rostered shifts, and</li> <li>(iii) the shift involves at least two hours of work performed outside the hours of 8 am. to 5p.m.</li> </ul> <p>(b) Every part-time employee will be entitled to annual leave as prescribed. Salary during leave will be paid for the employee's usual working hours.</p>
<b>South Island MECA clause 16.0</b>	<p><b>Shift Allowances - Telephonists</b></p> <p>(a) Telephonists working between the hours of 8pm to 6am from midnight Sunday/Monday to midnight Friday/Saturday shall be paid the relevant allowance (T0.25) below for each hour so worked in addition to ordinary pay.</p> <p>(b) Telephonists working between the hours of midnight Friday/Saturday to midday Saturday shall be paid the relevant allowance (T0.5) below for each hour so worked for the first three hours, and the allowance (T1) for each subsequent hour in addition to ordinary pay.</p> <p>(c) Telephonists working between the hours of midday Saturday to midnight Sunday/Monday shall be paid the allowance in column (T1) below in addition to ordinary pay.</p> <p>(d) Overtime and shift allowances shall not be paid in respect of the same hours.</p> <p>(e) Shift allowances shall not be paid on statutory holidays for which penal rates are payable in accordance with clause 8 of this agreement.</p> <p><b>Calculation</b></p> <ul style="list-style-type: none"> <li>(A) Midday Sat to Midnight Sun/Mon</li> <li>(B) Midnight Fri/Sat to midday Sat 1<sup>st</sup> 3 hours</li> <li>(C) Midnight Sun/Mon to midnight Fri/Sat</li> </ul> <p>The divisor to arrive at the first set of hourly rates (A) is 2357 hours. The second hourly rate (B) is half the first rate and the third hourly rate (C) is half the second hourly.</p>

## 1.8 Long Service Leave

Northern MECA	Midlands MECA	LNI MECA	South Island
Clause 13.0	Clause 4.8 Long Service Leave	Clause 4.13 Long Service Leave	Clause 20.0 Long Service Leave. Appendix 3.4 LSL by DHB

Previous regional MECA	Provision										
<p><b>Northern MECA Clause 13.6</b></p>	<p>Those employees who are not covered by a grandparented or ongoing scheme for the purpose of this clause shall have their service commence effective from 1st July 2005 or the commencement date if later.</p>										
<p><b>Midlands MECA Clause 4.8</b></p>	<p>Long Service Leave the new provision came into effect from 10 December 2014. Transition to the new provisions is on the following basis</p> <p><b>Tairawhiti:</b> The provisions of this clause apply with service commencing from 10 December 2014.</p> <p><b>Waikato:</b> All employees will accrue LSL at the rate of 1 week for each five years, with service commencing from 10 December 2014 (5 years later for first entitlement) with the exception of those employees who commenced employment prior to 17 November 1994, these employees will be grand-parented as per the provisions contained in the schedule. Upon qualifying for the grand-parented provision, an employee's service will be zeroed and the provisions of this clause will apply.</p> <p><b>Bay of Plenty:</b> All employees with less than 10 years' service at 10 December 2014 shall have their service zeroed and shall commence accruing service for long service leave as per the provisions above (from 1 November 2014)</p> <p>Employees with 10 or more years' service entitlement is retained as per the previous applicable agreement provision of four weeks after 20 years Upon qualifying for the grand-parented provision, an employee's service will be zeroed and the provisions of this clause will apply.</p> <p><b>Lakes:</b> New employees, the new provision as above applies effective from 10 December 2014. For existing employees (those employed as at 10 December 2014) the existing provisions will be grand-parented.</p> <p>Each individual DHB's specific terms and conditions grandparented. (See Schedule)</p> <p><b>Midlands MECA Schedule Long Service Leave (page 30)</b></p> <p>The intention of this provision is to retain the existing long service leave provisions, criteria and restrictions that applied immediately prior to the introduction of the 2014- 2016 employment agreement, for those who have a grand-parented entitlement.</p> <p>Waikato pre November 1994 4 Weeks after 20 years.  Tairawhiti pre 30 Nov 92, 4 weeks after 20 years  BOP, retained as per the previous applicable Collective Agreement.  Lakes 10 years 1 week. 15 years 1 week. 20 years 4 weeks, 25 years 5 weeks, 30 years 6 weeks.</p> <p><b>Waikato</b></p> <p>Must have been continuously employed before 1992</p> <table border="1" data-bbox="608 1845 1425 1971"> <thead> <tr> <th>After 10</th> <th>After 15</th> <th>After 20</th> <th>After 25</th> <th>After 30 years</th> </tr> </thead> <tbody> <tr> <td>0</td> <td>0</td> <td>4 weeks</td> <td>0</td> <td>0</td> </tr> </tbody> </table> <p><b>Lakes</b></p> <p>All recognised service</p>	After 10	After 15	After 20	After 25	After 30 years	0	0	4 weeks	0	0
After 10	After 15	After 20	After 25	After 30 years							
0	0	4 weeks	0	0							

Previous regional MECA	Provision														
	<table border="1"> <tr> <td>After 10</td> <td>After 15</td> <td>After 20</td> <td>After 25</td> <td>After 30 years</td> </tr> <tr> <td>1 week</td> <td>01 week</td> <td>4 weeks</td> <td>5 weeks</td> <td>6 weeks</td> </tr> </table>	After 10	After 15	After 20	After 25	After 30 years	1 week	01 week	4 weeks	5 weeks	6 weeks				
After 10	After 15	After 20	After 25	After 30 years											
1 week	01 week	4 weeks	5 weeks	6 weeks											
<p><b>LNI MECA</b> <b>Clause 4.13.3, 4.13.4</b></p>	<p>From 1 October 2013 an employee shall be entitled to long service leave of one week upon completion of a five year period of recognised service as defined in Clause 2 and thereafter one week upon the completion of five years of recognised service as defined in Clause 2. Any service period, including service prior to 1 October 2013, for which a period of long service leave has already been taken or paid out shall not count towards this entitlement. Any service period prior to 1 October 2013, for which a period of long service leave has not already been taken or paid out shall count towards this entitlement.</p>														
<p><b>South Island MECA</b></p>	<p>13.1 From 1 October 2013 an employee shall be entitled to long service leave of one week upon completion of a five year period of recognised service as defined in Clause 2 and thereafter one week upon the completion of five years of recognised service as defined in Clause 2. Any service period, including service prior to 1 October 2013, for which a period of long service leave has already been taken or paid out shall not count towards this entitlement. Any service period prior to 1 October 2013, for which a period of long service leave has not already been taken or paid out shall count towards this entitlement.</p> <p>13.2 This clause shall replace any previous long service leave entitlement(s) that may exist at DHBs. Where an employee is eligible for the next long service leave entitlement (after 1 October 2013) within their DHB that is more beneficial than the Long Service Leave Provisions as per Clause 20.1 of this MECA, they will receive their next DHB entitlement but thereafter revert to the Long Service Leave provisions as per Clause 20 in this MECA. NB: any long service leave already taken will not be included when the “future” entitlement is calculated.</p> <p><b>Appendix 3.5</b> <b>Schedule of Long Service Leave by DHB Canterbury</b></p> <p><b>District Health Board</b></p> <p>Special Holidays for Long service Leave</p>														

Previous regional MECA	Provision
	<p>A full-time or part-time Employee shall be entitled to special holidays in addition to annual leave as follows:</p> <p>1.1.1 One special holiday of two weeks after the completion of 15 years of current continuous service with the Employer which shall be taken before the completion of 25 years of current continuous service with the Employer (subject to the note at the end of this clause).</p> <p>1.1.2 One special holiday of three weeks after the completion of 25 years of current continuous service with the Employer which shall be taken before the completion of 35 years of current continuous service with the Employer (subject to the note at the end of this clause).</p> <p>One special holiday of four weeks after the completion of 35 years of current continuous service with the Employer which shall be taken before the date of retirement.</p> <p>All such special holidays provided for in Clause 1.1 shall be on current salaries, paid pro- rata for part- time Employees for average hours worked, and are to be taken, where possible, in one period at such time as agreed between the Employer and the Employee.</p> <p>If an Employee having become entitled to a special holiday leaves her/his employment before such holiday has been taken she/he shall be paid in lieu thereof.</p> <p><b>Note:</b> The parties record that as a transitional arrangement Employees who have qualified as at 31 October 1994 for the previous contractual entitlement of four weeks holiday after twenty years (i.e. as expressed in the previously applicable employment contract) whether taken or not and who have had current employment with the Employer since that date shall retain that entitlement but shall not receive the entitlement in Clause 1.1.1 and shall only qualify in Clause 1.1.2 for an additional special holiday of one week and not three weeks. This transitional arrangement shall also apply to Employees who were previously within the coverage of the Healthlink South Maintenance Services Collective Agreement which expired on 31 March 2002 and who qualified for 4 weeks long service leave under Clause 13 of that agreement.</p> <p><b>Nelson Marlborough District Health Board</b></p> <p>Long service leave, as a one-only period of four weeks' paid leave, is granted to an employee of 20 years service.</p> <p><b>Eligibility</b> Employees who have completed 20 years continuous service with the Employer may be granted once only four weeks' long service leave, provided that the existing qualifying service of employees employed by the Employer prior to the commencement of this Collective Agreement is not affected by the coming into effect of this clause.</p> <p>Continuous service may be broken by periods of up to three months but any break in service of longer than three months shall debar an employee from counting the service prior to that break towards the qualifying period for long service leave.</p> <ol style="list-style-type: none"> <li>1 Leave without pay in excess of three months (including sick leave without pay) taken on any one occasion cannot be included in the 20 year qualifying period, e.g. an employee who has had in aggregate a year's leave without pay will not qualify for long service leave until 21 years of qualifying service provided that such leave shall be included in the qualifying period where it was granted for: Standard New Zealand government bursaries or similar government sponsored awards</li> <li>2 Recognised training courses</li> <li>3 Military service</li> </ol> <p>Employees who resign or who are dismissed will forfeit any long service leave to which they might otherwise be entitled.</p> <p><b>Procedures for taking Long Service Leave</b></p>



Long service leave must be taken in one period within five years of qualification and before relinquishment of office, or it will be forfeited, except that an employee recalled from leave because of an emergency is entitled to resume leave after the emergency.

Payment for long service leave is to be on the same basis of average earnings as applies with annual leave. Average earnings are to be assessed on the basis of the calculation year preceding the leave, and paid out at the commencement of the leave.

Allowances and other payments which continue during annual leave shall be payable during long service leave.

Where a public holiday or substituted succeeding day falls during a period of long service leave, the employee is entitled to the holiday which is not to be debited against such leave.

Part time employees are to receive a pro rata reduction of pay, during long service leave.

Deceased employees - The Employer may approve a cash payment equivalent to 4 weeks salary to the widow, widower or if no surviving spouse exists, to dependent child(ren) or the estate of a deceased employee who had qualified for long service leave but who had neither taken nor forfeited it under these rules. This payment will be in addition to any grant made under the Retirement Gratuity provisions specified in this agreement.

**Southern District Health Board (Otago)**

Eligibility -

- (a) Employees who have completed 20 years continuous service as defined below may be granted once only four weeks long service leave.
- (b) Continuous service is defined as not less than six months continuous service with the following:  
  
Health Service, Public Service, Post Office, Railways, Parliamentary Service Commission formerly Legislative Department, Parliamentary Counsel Office, Armed Forces, Police, Education Boards but only in respect of officers employed in terms of the EDUCATION AUTHORITIES EMPLOYMENT REGULATIONS 1982, and undertakings taken over by Government as going concerns.
- (c) Notwithstanding the above, for employees who commence employment with the Otago District Health Board after 20 July 1994, service shall be deemed to comprise all periods of continuous employment with the Otago District Health Board only. A break of employment of not more than one month or a break required to undertake a course of study approved by the Employer shall not constitute a break in continuous service.
- (d) Continuous service may be broken by periods of up to three months but any break in service of longer than three months SHALL debar an employee from counting the service prior to that break towards the qualifying period for long service leave. This includes periods of service over three months in an overseas post which are taken after resignation from a hospital or area health board in New Zealand.
- (e) Leave without pay in excess of three months (including sick leave without pay) taken on any one occasion cannot be included in the 20 year qualifying period, e.g. an employee who has had in aggregate a year's leave without pay will not qualify for long service leave until 21 years of qualifying service excepting that such leave SHALL be included in the qualifying period where it was granted for:
  - (i) Standard New Zealand Government bursaries or similar Government sponsored awards;
  - (ii) Recognised training courses;
  - (iii) Military service;

Previous regional MECA	Provision
	<p style="text-align: center;">(iv) New Zealand Government service on secondment or otherwise in the Cook Islands, Niue or Tokelau Islands.</p> <p>In addition, periods of service in an overseas post while on leave without pay in excess of three months, whether on secondment or not, may qualify as service for long service leave, provided the terms and conditions governing it are determined by the appropriate New Zealand government employing agency and provided the employee concerned has remained, throughout the overseas service, in the employment of the health service or New Zealand Government department. Where staff have served overseas outside normal career patterns in order to carry out a New Zealand government requirement, e.g. special aid assignments, sympathetic consideration will be given to applications for standard long service leave conditions after 20 years service, including a period overseas when an employee was serving the Government by enabling it to fulfil an international obligation.</p> <p>(f) Employees who resign (except under 1.2 (b)(ii) or (iv) below) or who are dismissed, except through no fault of their own, will forfeit any long service leave to which they might otherwise be entitled.</p> <p style="text-align: center;">Procedures for taking long service leave -</p> <p>(a) Long service leave MUST be taken in one period except that an employee recalled from leave because of an emergency is entitled to resume leave after the emergency.</p> <p>(b) Except as provided below, long service leave MUST be taken within five years of qualification and before relinquishment of office or it will be forfeited. There are no exceptions to this rule.</p> <p>(i) Employees who are within two years of retirement when they qualify may, at the discretion of the Employer, be paid salary for four weeks leave at the time of retirement.</p> <p>(ii) Employees who are aged 60 or more and who give notice of resignation may, at the discretion of the Employer, be paid salary for four weeks leave at the time of their resignation.</p> <p>(iii) The Employer may pay salary for four weeks leave to an employee who retires medically unfit after qualifying for long service leave, but before taking or forfeiting it under these rules.</p> <p>(iv) Employees who have qualified for, but not taken long service leave may, when resigning from the Employer, be paid salary for four weeks. The Employer will not accept liability for long service leave if an employee from another Employer who has qualified for but not taken long service leave commences employment with the Employer.</p> <p>(c) Payment for long service leave is to be on the same basis of average earnings as applies with annual leave. Average earnings are to be assessed on the basis of the calculation year preceding the leave, and paid out at the commencement of the leave.</p> <p>(d) Allowances and other payments which continue during annual leave SHALL be payable during long service leave.</p> <p>(e) Where a public holiday or substituted succeeding day falls during a period of long service leave, the employee is entitled to the holiday which is not to be debited against such leave.</p> <p>(f) Reduced hours or part time workers are to receive a pro rata reduction of pay, during long service leave.</p> <p>Deceased employees - The Employer may approve a cash payment</p>

Previous regional MECA	Provision
	<p>equivalent to four weeks salary to the widow, widower or, if no surviving spouse exists, to dependent child(ren) or the estate of a deceased employee who had qualified for long service leave but who had neither taken nor forfeited it under these rules. This payment will be in addition to any grant made under the Retirement Gratuity Provisions specified in this agreement.</p> <p><u>Southern District Health Board (Southland)</u></p> <p>NOTE: The provisions shall only apply to employees employed prior to 1 July 1995.</p> <p>A worker having completed 20 years' service with New Zealand Area Health Boards, the Public Service, or Local Bodies, may be entitled, on application, to four weeks leave in addition to his/her annual leave during one year only of his/her subsequent service.</p> <p>Such leave shall be known as long service leave and shall be taken at a time mutually agreeable to the Employer and the worker concerned.</p> <p>Payment of long service leave is to be calculated on the basis of average earnings as applies with annual leave under the Holidays Act 1981. Provided that in any event payment shall be at a rate not less than the rate of his/her ordinary pay at the date when he/she begins to take that long service leave.</p> <p><b>South Canterbury District Health Board</b></p> <ol style="list-style-type: none"> <li>1 Long Service Leave is defined as a one-off four weeks leave after 20 years of service in addition to annual leave entitlement. Such leave shall be taken in one period and within five years of qualification at a time mutually agreeable to the Employer and the employee.</li> <li>2 Long Service Leave service date - employees will retain their existing service date as at 1 August 2000 towards the completion of 20 years long service leave. Employees engaged after 1 August 2000 shall only have service with South Canterbury District Health Board recognised.</li> </ol> <p><b>West Coast District Health Board</b></p> <p>Eligibility</p> <ol style="list-style-type: none"> <li>(a) Employees who have completed 20 years' continuous service as defined below may be granted once only four weeks' long service leave.</li> <li>(b) Continuous service is defined as not less than six months' continuous service with the Health Service.</li> <li>(c) Continuous service may be broken by periods of up to three months but any break in service of longer than three months SHALL debar an employee from counting the service prior to that break towards the qualifying period for long service leave. This includes periods of service over three months in an overseas post that are taken after resignation from a hospital or area health board in New Zealand.</li> <li>(d) Leave without pay in excess of three months (including sick leave without pay) taken on any one occasion cannot be included in the 20 year qualifying period, e.g., an employee who has had in aggregate a year's leave without pay will not qualify for long service leave until 21 years of qualifying service excepting that such leave SHALL be included in the qualifying period where it was granted for:</li> </ol>

Previous regional MECA	Provision
	<p>(i) Standard New Zealand Government bursaries or similar Government sponsored awards;</p> <p>(ii) recognised training courses</p> <p>(iii) military service;</p> <p>(iv) New Zealand Government service on secondment or otherwise in the Cook Islands, Niue or Tokelau Islands.</p> <p>(e) Employees who resign (except under (2)(b) and (d) below) or who are dismissed, except through no fault of their own, will forfeit any long service leave to which they might otherwise be entitled.</p> <p>Procedures for taking long service leave -</p> <p>(e) Long service leave MUST be taken in one period except that an employee recalled from leave because of an emergency is entitled to resume leave after the emergency.</p> <p>(f) Except as provided below long service leave MUST be taken within five years of qualification and before relinquishment of office or it will be forfeited. There are no exceptions to this rule.</p> <p>(i) Employees who are within two years of retirement when they qualify may, at the discretion of the Employer, be paid salary for four weeks' leave at the time of retirement.</p> <p>(ii) Employees who are eligible to receive national superannuation payments and who give notice of resignation may, at the discretion of the Employer, be paid salary for four weeks' leave at the time of their resignation.</p> <p>(iii) The Employer may pay salary for four weeks' leave to an employee who retires medically unfit after qualifying for long service leave, but before taking or forfeiting it under these rules.</p> <p>(g) Payment for long service leave is to be on the same basis of average earnings as applies with annual leave. Average earnings are to be assessed on the basis of the calculation year preceding the leave, and paid out at the commencement of the leave.</p> <p>(h) Allowances and other payments which continue during annual leave SHALL be payable during long service leave.</p> <p>(i) Where a public holiday or substituted succeeding day falls during a period of long service leave, the employee is entitled to the holiday which is not to be debited against such leave.</p> <p>(j) Reduced hours or part-time workers are to receive a pro rata reduction of pay, during long service leave.</p> <p><b>Deceased employees</b></p> <p>The Employer may approve a cash payment equivalent to four weeks' salary to the widow, widower or if no surviving spouse exists, to dependent child(ren) or the estate of a deceased employee who had qualified for long service leave but who had neither taken nor forfeited it under these rules. This payment will be in addition to any grant made under the Retirement Gratuity Provisions specified in this agreement.</p>

## 1.9 Unspecified Sick Leave

Northern MECA	Midlands MECA	LNI MECA	South Island
Nil	Nil	Clause 6.0 Clause 10.0	Nil

Previous regional MECA	Provision
<b>LNI MECA</b> Hutt Valley Schedule	<p>3.0 Absence Due to Sickness or Injury 3.0 Principle The availability of sick leave in terms of this Clause relies on mutual trust between the Employer and Employees and their colleagues, and the belief that, if ill, staff should be allowed to recover from any incapacity without fear of immediate termination of employment or loss of pay.</p> <p>When an Employee is absent from work due to sickness or injury the provisions of this clause will apply, depending whether the absence is due to sickness, work-related injury, or non-work related injury.</p> <p>3.0 Mechanisms – General In all cases of absence covered by these provisions Hutt Valley DHB may request the Employee to in cases of (sickness/injury) work related injury:</p> <ul style="list-style-type: none"> <li>• Provide an appropriate medical certificate;</li> <li>• Consult a Consultant in Occupational Medicine engaged by Hutt Valley DHB to assess progress and treatment relating to fitness to work;</li> <li>• Agree that the Consultant in Occupational Medicine will have access to the Employees chosen medical practitioner to discuss those aspects of the Employee's condition relating to fitness for work;</li> <li>• Participate in an agreed rehabilitation programme.</li> </ul> <p>3.0 Mechanisms - Sick Leave, Domestic Leave, Bereavement/Tangihanga and Work Related Infections Leave The leave entitlements set out in this clause are inclusive of and are to be administered as per the entitlements and specifications set out in the Holidays Act 2003 and any subsequent amendment(s).</p> <p>Illness - During the first six (6) months of service an Employee shall be entitled to ten (10) days sick or work related infection leave on pay.</p> <p>After completing six (6) months continuous service an Employee if ill or suffering from a work related infection is able to take such time off work on pay as is necessary to recover from an illness or work related infection and return to work. Employees are required to contact their Manager as soon as possible, to inform them of the reasons for non-attendance at work and when the Employee is expected to be able to return to work.</p> <p>Employees may be required to provide a medical certificate to support any absence of more than 3 days. Employees, who have levels or patterns of absence from work that give cause for concern, may also be required to discuss this with their Manager, and may be required to provide medical certificates to support any further absences from work on the grounds of illness or work related infection. Should such patterns persist the employer will enter into consultation with the Employee (and the Employee representative where requested) and following such consultation may cease paying the Employee while they are absent from work.</p> <p>Long Term Illness - If the absence is long term in nature and work related, the Employee shall be entitled to full ordinary pay for up to six (6) months.</p> <p>If the absence is not work related, the Manager may reduce the Employees' pay to half ordinary pay after the first 3 months.</p> <p>Throughout the period of absence the Employer may make periodic checks on progress of recovery or rehabilitation. If after three months' absence a medical certificate indicates that an Employee is unlikely to return to normal work within a</p>
<b>LNI MECA</b> Hutt Valley Schedule	

Previous regional MECA	Provision
	<p>further three (3) months', redeployment will be considered. Employment may be terminated if the Employee is unable to return to work at the 6 month point.</p> <p>The Employer shall have the right in exceptional circumstances to request the Employee to visit a registered medical practitioner nominated by and at the expense of the Employer.</p>
<p><b>CapCoast Schedule</b></p>	<p>Clause 10.0 3.0 SICK LEAVE</p> <p>Absence from work due to sickness or injury is covered by the employer's Wellness Policy. The following is a summary of the provisions in the policy. The policy must be referred to for further details.</p> <p>When an employee is absent from work due to sickness or injury the following provisions will apply, depending on whether the absence is due to sickness, work-related injury or non work-related injury.</p> <p>During the first six (6) calendar months of service an employee shall be entitled to a maximum of ten (10) days sick leave on pay.</p> <p>After completing six (6) months continuous service an employee, if ill, is able to take such time off work on pay as is necessary to recover from illness and return to work.</p> <p>An employee who is absent for reasons of ill health beyond three (3) consecutive working days may be required to supply a medical certificate and to the manager, setting out the date by which the employee will be expected to return to work. A medical certificate and an occupational health review may be requested if there is any suspicion of abuse of the policy.</p> <p>If absence is long-term in nature the employee shall be entitled to full ordinary pay for up to six (6) months, subject to a full review and decision-making process.</p> <p>The Wellness policy may be subject to review and alteration by the employer, after appropriate consultation, provided that any alteration/termination may only occur after the term of this collective agreement. In the event of termination the previous Collective Employment Contract (1 March 2000 to 28 February 2001) sick leave provisions will be reinstated.</p> <p>Partial absence due to illness or injury not covered by ACC by employees will be recorded in the following way:</p> <ul style="list-style-type: none"> <li>a) absence of less than two hours in any one working day nil leave</li> <li>b) absence of between two hours and six hours in any one working day ½ day</li> </ul> <p>absence of more than six hours in any one working day 1 day</p>
<p><b>Wairarapa Schedule Clause 6.0</b></p>	<p>SICK LEAVE</p> <p>1.0 Note: This clause applies instead of the provisions of the Holidays Act 2003.</p> <ul style="list-style-type: none"> <li>(a) The availability of sick leave in terms of this Clause relies on mutual trust between the Employer and the Employees and their colleagues, and the belief that, if ill, Employees should be allowed to recover from any incapacity without fear of loss of pay or termination of employment</li> <li>(b) In the event of absence because the Employee is sick an Employee is able to take such time off work on pay as is necessary to recover from the illness and return to work. Payment for sick leave shall be relevant daily pay (Holidays Act 2003) for the first five (5) days in each twelve month period. Sick leave in excess of five (5) days in each twelve month period shall be paid at T1 rates.</li> <li>(c) An Employee who is absent from work for reasons of ill health for a period of more than three (3) consecutive days, if so required, shall supply a medical certificate to the Manager setting out the nature of the absence and the date by which the Employee may be expected to return to work.</li> <li>(d) The Manager may require a claim for sick leave of less than three (3) consecutive days to be supported by a medical certificate if the Employer has good reason to suspect the Employee is not acting in good faith. This will be at the Employer's expense.</li> <li>(e) If the employee has an illness that is of a serious nature that requires a long term absence, the employee shall be entitled to full ordinary pay for up to six (6) months. Throughout the period of absence the Employer may make periodic checks on progress of recovery or rehabilitation. After one significant absence, related unwellness or further significant illness</li> </ul>

Previous regional MECA	Provision
	<p>requiring sick leave will be automatically referred to the Sick Leave Review Panel.</p> <p>(f) After periods of absence for sick leave which are of concern in any one calendar year a meeting may be set up with the Wellness Committee which would include 1 Occupational Health, 1 Human Resources/Management representative and 1 PSA delegate. The purpose of the committee is to identify if the employee has a need for support to ensure on-going wellness.</p> <p>(g) The Wellness committee is not part of a disciplinary process, however if the committee identifies abuse of sick leave provisions, disciplinary action will be initiated.</p> <p>(h) Following the meeting with the committee, if an employee's level of absence continues or a pattern of absence becomes evident or the employees illness appears to be long term in nature, the employees case will be referred to the Sick Leave Review Panel. The Sick Leave Review panel will comprise of senior management, PSA representative(s), Human Resource Representative(s) and Occupational Health. Should the Panel identify patterns of sick leave, or have concerns regarding the use of sick leave, following consultation with the employee the employer may cease paying for future absences related to sick leave for a fixed period. Refer to Wairarapa DHB Wellness Policy.</p> <p>(i) If after three (3) months absence, where a medical certificate indicates that an Employee is unlikely to return to normal work within a further three (3) months, sick leave will then be referred to the Sick Leave Review Panel where redeployment will be considered or employment may be terminated at the 6 month term.</p> <p>(j) In exceptional circumstances the Employer shall have the right to request the Employee to visit a registered medical practitioner nominated by and at the expense of the Employer. The Employee shall supply a medical certificate to the Manager setting out the nature of the illness and the date by which the Employee may be expected to return to work.</p>

## 1.10 Training and Professional Development

Northern MECA	Midlands MECA	LNI MECA	South Island
Clause 19.1	Clause 7.0 Professional Training and Development	Clause 5 Professional Training and Development	Clause 18.0 Education, Training and Professional Development

Previous regional MECA	Provision
<b>Northern MECA Clause 19.2</b>	<p>Course Fees and Study Leave</p> <p>Where the manager agrees to training which is beneficial to service development and in the interest of career development of an individual, approval, may be granted for payment of study leave and course fees at the discretion of the manager. Such leave may include time to attend lectures, block courses and to sit examinations.</p>
<b>Northern MECA Schedule 4</b>	<p>Counties Manukau only</p> <p>Learning &amp; Development Accrued Fund - PACT Accrued Fund</p> <p>Clerical /Administrative staff shall continue to have access to the Pact Accrued Fund. Application for this fund shall be made using the processes and forms attached as appendix one.</p> <p>Refer to Appendix 1: PACT Accrued Fund Application Form Annual Update DayOne day's education leave per annum will be provided for undertaking annual update requirements.</p>
<b>Lower North Island MECA Hawkes Bay Schedule Clause 5</b>	<p>HEALTH PROFESSIONAL DEVELOPMENT GROUP FUND</p> <p>Statement of Intent</p> <p>(a) The Employer is committed to the ongoing professional development of its employees and therefore will provide a variety of in service training and education and will also encourage employees and their managers to develop special educational opportunities as appropriate.</p> <p>(b) The Employer will allocate a separate Health Professional Development Group Fund of \$10,000 per annum, to be shared between PSA members covered by this collective agreement and the two collective agreements for Nursing and Allied Health/Technical staff.</p> <p>The Purpose, Membership, Criteria and Application Process of the HPDG fund are outlined in the HPDG Fund Terms of Reference available on the HBDHB intranet.</p> <p>The parties agree to establish an Allied Health Professional Development Group (HPDG) consisting of two Employer representatives together with two employee representatives.</p> <p>The selection process for the staff representatives will be organised in an open manner which will include input from Professional Associations, the PSA and the Employer.</p> <p>The HPDG will allocate funding for such collective and individual professional activities consistent with the criteria established as above.</p> <p>The HPDG may make recommendations to the Employer that leave be granted for professional development either with or without pay in any particular instance requirements.</p> <p>Hawkes Bay Schedule Clause 2.0</p>



Previous regional MECA	Provision																																																																				
	<p>2.0 APPLICATION OF LEAVE IN RELATION TO STUDY AWARDS</p> <p>(i) Except where the Employer approves, where an employee is absent on special leave, whether with or without pay (i.e. including leave for study awards but excluding sick, accident or military leave) for an intermittent or continuous period of more than 35 days (including Saturdays and Sundays) during a leave year, annual leave shall be reduced in accordance with the scale below.</p> <p>NOTE: A "study award" for the purpose of this subclause shall be deemed to be a full-time course of study at a tertiary educational institute, during which the employee is able to take advantage of the mid-term holidays available to other full-time students of that institute. It shall not include leave to attend organised classes, lectures, block courses or examinations required for the attainment of essential basic qualifications.</p> <table border="1" data-bbox="600 544 1410 1245"> <thead> <tr> <th rowspan="3">Days of Absence (including Saturdays &amp; Sundays)</th> <th colspan="4">Annual leave entitlement to be reduced by the number of working days shown below</th> </tr> <tr> <th colspan="4">Annual Leave Entitlement</th> </tr> <tr> <th>Three Weeks</th> <th>Four Weeks</th> <th>Five Weeks</th> <th>Six Weeks</th> </tr> </thead> <tbody> <tr> <td>0 – 35</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> </tr> <tr> <td>36 –71</td> <td>1.5</td> <td>2</td> <td>2.5</td> <td>3</td> </tr> <tr> <td>72 – 107</td> <td>3</td> <td>4</td> <td>5</td> <td>6</td> </tr> <tr> <td>108-143</td> <td>4.5</td> <td>6</td> <td>7.5</td> <td>9</td> </tr> <tr> <td>144-179</td> <td>6</td> <td>8</td> <td>10</td> <td>12</td> </tr> <tr> <td>180-215</td> <td>7.5</td> <td>10</td> <td>12.5</td> <td>15</td> </tr> <tr> <td>216-251</td> <td>9</td> <td>12</td> <td>15</td> <td>18</td> </tr> <tr> <td>252-287</td> <td>10.5</td> <td>14</td> <td>17.5</td> <td>21</td> </tr> <tr> <td>288-323</td> <td>12</td> <td>16</td> <td>20</td> <td>24</td> </tr> <tr> <td>324-359</td> <td>13.5</td> <td>18</td> <td>22.5</td> <td>27</td> </tr> <tr> <td>360-365</td> <td>15</td> <td>20</td> <td>25</td> <td>30</td> </tr> </tbody> </table>	Days of Absence (including Saturdays & Sundays)	Annual leave entitlement to be reduced by the number of working days shown below				Annual Leave Entitlement				Three Weeks	Four Weeks	Five Weeks	Six Weeks	0 – 35	-	-	-	-	36 –71	1.5	2	2.5	3	72 – 107	3	4	5	6	108-143	4.5	6	7.5	9	144-179	6	8	10	12	180-215	7.5	10	12.5	15	216-251	9	12	15	18	252-287	10.5	14	17.5	21	288-323	12	16	20	24	324-359	13.5	18	22.5	27	360-365	15	20	25	30
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<p><b>Lower North Island MECA</b> MidCentral Schedule Clauses 8, 9, 19</p>	<p>MidCentral Schedule - Clauses 8, 9, 19 Statutory Boards and Committees</p> <p>The employer may grant leave on full pay to employees attending meetings of Boards or Committees convened and/or approved by MDHB or when on MDHB business and any remuneration received for the period that paid leave was granted shall be paid to the Organisation.</p> <p>Professional Association Leave</p> <p>An employee who is on the executive of a professional association may be required to attend executive meetings for association purposes from time to time. Leave may be granted at the discretion of the employer but will not be unreasonably withheld.</p> <p>Professional Training and Development</p> <p>MidCentral DHB shall grant up to eight hours per annum professional development/ study leave to permanent clerical employees to enable the employee to attend approved courses of study, seminars or conferences or to undertake specific research on projects considered by the employer to be of benefit to the professional development of the employee. Such leave must also be of benefit to the organisation and linked to the employee's Education and Development plan identified as part of MidCentral DHB's Performance Management Programme.</p> <p>This entitlement will be pro-rated for permanent part-time clerical staff.</p> <p>This entitlement is in addition to compulsory courses such as core skill, CPR etc and will be over and above any clerical</p>																																																																				

Previous regional MECA	Provision
	<p>specific in-house training programmes currently being developed.</p> <p>MidCentral – Enable</p> <p>Clause 4 Education Leave</p> <p>Every full-time and part-time employee will receive in every anniversary year a minimum of eight hours study leave, paid at ordinary rates.</p> <p>This leave will enhance the knowledge, skills and competencies of the employee, as agreed between the Departmental Head and the employee.</p> <p>Should an employee attend an approved course/ conference spanning a Saturday/ Sunday the employee may utilise 16.1 and take one day's leave on special pay at a time suitable to both parties and subject to the prior approval of the appropriate Manager/ Team Leader.</p>
<p><b>Lower North Island MECA</b> Taranaki Schedule Clauses 4 &amp; 5</p>	<p><b>PSA PROFESSIONAL DEVELOPMENT FUND</b></p> <p>Taranaki DHB is committed to your ongoing professional development.</p> <p>To fund this development, Taranaki DHB will allocate \$38,000 per annum for all PSA union members (in each organisational financial year) for the term of this MECA. This figure will be reviewed annually prior to the start of the financial year.</p> <p>This fund will be for professional development and will not apply to Taranaki DHB compulsory or compliance training requirements. Neither will it apply to covering salary costs. It will cover the approved percentage of fees, travel, accommodation and other incidental costs associated with professional development. These costs will apply to external courses and non-compulsory courses run by Taranaki DHB.</p> <p>The parties agree to establish a Professional Development Group (PDG) consisting of 2 Taranaki DHB representatives and three employee representatives, one of whom will be Maori. The selection process for employee representatives will be organised in an open manner that will include input from Professional Associations, the PSA, and the Employer.</p> <p>The PDG, in consultation with the various occupational groups covered by this agreement, will establish the criteria for funding allocation for professional development within the requirements of Taranaki DHB. The PDG will allocate funding for such collective and individual professional activities consistent with these criteria.</p> <p>Applications are as per policy/procedure and should be forwarded to the PDG through the relevant manager.</p> <p>NB: The Professional Development Fund includes members of the Allied Health Co-ordinators Collective Employment Agreement, but excludes the Dental and Public Health Units due to their separate funding arrangements.</p> <p><b>PROFESSIONAL DEVELOPMENT LEAVE</b></p> <p>Leave will be provided in accordance with Taranaki DHB's policy. Any changes to the Taranaki DHB Study and/or Conference Leave provisions will require consultation with employees and the PSA.</p>
<p><b>Lower North Island MECA</b> Wairarapa Schedule  Clauses 4.2 &amp; 4.3</p>	<p><b>Wairarapa Schedule Study Leave</b></p> <p>You are entitled to apply for paid leave for reasonable periods, (in addition to annual leave) to enable you to attend courses/conferences; provided you have approval from the Employer prior to your attendance (refer Wairarapa DHB Training and Professional Development Policy WH/POL/HR/5).</p> <p><b>Professional Association Fees</b></p> <p>Where you are required by the Employer to be a member of the Association of Administration Professionals, you will be reimbursed up to a maximum of \$120.00 per annum for the professional association fee. Criteria for payment of the fee will be as set out below:</p>

Previous regional MECA	Provision
	<ul style="list-style-type: none"> <li>(i) The membership is directly relevant to the duties and responsibilities of the position you hold.</li> <li>(ii) The Professional Association does not act as the industrial representative/union advocate (as per the Employment Relations Act 2000) for its members within the Wairarapa DHB. Where the Professional Association does become the industrial representative, Wairarapa DHB will no longer reimburse fees.</li> </ul> <p>If an employee is employed by another organization, then the Wairarapa DHB will only reimburse professional fees on a pro-rated basis.</p>

## 1.11 Severance

Northern MECA	Midlands MECA	LNI MECA	South Island
Clause 23.9, 23.10, 23.11	Clause 13.2 (h) Severance; clause 13.3 gratuities (paid on severance)	Clause 16.4.8 Severance	Southern (Otago) clause 3.8; Southern (Southland) clause 31.2.2 South Canterbury clause 29.3.10 Nelson/Marlborough clause 32.2.1

Previous regional MECA	Provision
<b>Northern MECA Clause 23.9</b>	<p>Severance/Redundancy</p> <ul style="list-style-type: none"> <li>(a) Payment will be made in accordance with the following: <ul style="list-style-type: none"> <li>i) "service" for the purposes of this clause is included in schedule 2.</li> <li>ii) One month notice or 8.33% of basic salary (T1 rate only) for the preceding 12 months, in lieu of notice. This payment is regardless of length of service, and</li> <li>iii) 12% of basic salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months service, and</li> <li>iv) 4% of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19, and</li> <li>v) Where the period of total aggregated service is less than 20 years, 0.333% of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.</li> </ul> </li> <li>(b) If the employee has ten or more years service, the full retiring gratuity as set out in the scale contained in clause 20 shall be paid.</li> <li>(c) Employees with not less than eight years service but less than ten years service, shall be paid two weeks' basic salary (T1 rate only).</li> <li>(d) Employees with not less than five years service but less than eight years service, shall be paid one week's basic salary (T1 rate only).</li> <li>(e) Outstanding annual leave and long service leave may be separately cashed up.</li> <li>(f) Nothing in this agreement shall require the employer to pay severance/compensation for redundancy where as a result of restructuring, and following consultation, the employee's position is disestablished and the employee declines an offer of employment that is on terms that are: <ul style="list-style-type: none"> <li>i) the same as, or no less favourable, than the employee's conditions of employment; and</li> <li>ii) in the same capacity as that in which the employee was employed by the employer, or in any capacity in which the employee is willing to accept</li> </ul> </li> </ul>

Previous regional MECA	Provision										
<p style="text-align: center;"><b>Midlands MECA Clause 13.2</b></p>	<p><b>Clause 13.2</b></p> <p>(a) Severance Payment will be made in accordance with the following:</p> <p>(b) "Service" for the purposes of this sub clause means current continuous service as defined in the service-related provisions for each DHB and all service previously recognised but excludes any service which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/ early retirement or similar payment from the Employer or former Employer.</p> <ul style="list-style-type: none"> <li>• 8.33 per cent of basic salary (T1 rate only) for the 12 preceding months, in lieu of notice. This payment is regardless of length of service; and</li> <li>• 12 per cent of basic salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months' service; and</li> <li>• percent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and</li> <li>• where the period of total aggregated is less than 20 years, 0.333 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.</li> </ul> <p>In plain English this (approximately) means: 4 weeks notice, 6 weeks pay for the first year, and 2 weeks pay for every other year up to 19.</p> <p>If the employee's current continuous service commenced prior to the date (if any) specified for that employee in the Gratuities clause then where applicable the full gratuity shall be paid.</p> <p>NOTE: Outstanding annual leave and long service leave shall be paid separately.</p> <p>Nothing in this agreement shall require the employer to pay compensation for redundancy where as a result of restructuring, and following consultation, the employee's position is disestablished and the employee declines an offer of employment that is on terms that are:</p> <ul style="list-style-type: none"> <li>• the same as, or no less favourable, than the employee's conditions of employment;</li> </ul> <p style="text-align: center;"><b>and</b></p> <ul style="list-style-type: none"> <li>• in the same capacity as that in which the employee was employed by the employer, or</li> <li>• in any capacity in which the employee is willing to accept</li> </ul>										
<p style="text-align: center;"><b>Lower North Island MECA Clause 16.4.8</b></p>	<p><b>Severance</b> Payment will be made in accordance with the following:</p> <p>(a) "Service" for the purposes of this is specified in each DHB's specific terms and conditions.</p> <table border="1" data-bbox="638 1713 1340 2094"> <thead> <tr> <th></th> <th>Percentage of basic salary (T1 rate only) for preceding 12 months</th> </tr> </thead> <tbody> <tr> <td>For first year of employment</td> <td>12</td> </tr> <tr> <td>For second and subsequent years of service (to max. of 19)</td> <td>4</td> </tr> <tr> <td>Where total aggregate service less than 20 years, for each month in addition to complete year's service</td> <td>0.333</td> </tr> <tr> <td>Month in lieu of notice (if applicable)</td> <td>8.33</td> </tr> </tbody> </table>		Percentage of basic salary (T1 rate only) for preceding 12 months	For first year of employment	12	For second and subsequent years of service (to max. of 19)	4	Where total aggregate service less than 20 years, for each month in addition to complete year's service	0.333	Month in lieu of notice (if applicable)	8.33
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Previous regional MECA	Provision
	<p>(a) a retiring gratuity if applicable.</p> <p>(b) outstanding annual leave and long service leave may be separately cashed up.</p> <p>(c) Nothing in this MECA shall require the employer to pay compensation for redundancy where as a result of restructuring, and following consultation, the employee's position is disestablished and the employee declines an offer of employment that is on terms that are:</p> <p>(d) the same as, or no less favourable, than the employee's conditions of employment; and</p> <p>(e) in the same capacity as that in which the employee was employed by the employer, or</p> <p>(f) in any capacity in which the employee is willing to accept</p>
<p><b>Lower North Island MECA Clause 16.4.8</b></p>	<p><b>CapCoast Schedule Clause 7.0</b></p> <p><b>SERVICE FOR THE PURPOSE OF SEVERANCE</b>  "Service" for the purposes of this sub-clause means total aggregated service with C&amp;C DHB, CCHL, and other Hospital Health Services, Crown Health Enterprises, Area Health Boards and/or Hospital Boards, but excludes any service with any Board and/or HHS or CHE which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any Board, HHS or CHE.</p> <p>For the purposes of severance, those employees who; prior to 30 March 1995; were employed by the employer and under coverage of the expired Hawkes Bay, Wellington and West Coast Area Health Board's Clerical and Engineers and Canterbury and Otago Area Health Boards Engineer's Agreement, (doc.104), will continue to have service recognised as provided for in that contract.</p> <p><b>For those employed as at 30 March 1995</b>  For the purposes of severance, those employees who; prior to 30 March 1995; were employed by the employer and under coverage of the expired Hawkes Bay, Wellington and West Coast Area Health Board's Clerical and Engineers and Canterbury and Otago Area Health Boards Engineer's Agreement, (doc.104), will continue to have service recognised as provided for in that contract.</p>
<p><b>Hawkes Bay Schedule Clause 7.0</b></p>	<p><b>SEVERANCE</b>  Service for the purpose of this MECA shall comprise of all periods of service in Hawke's Bay District Health Board and its predecessors for administrative employees employed as at 11 April 1994 and PTR employees employed as at 28 March 1994, and service with one or more of the organisations below. But excludes any service with any of the organisations below or with any Board or Hospital and Health Service, which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any of the organisations below or from any Boards or Hospital and Health Service.</p> <p>Public Service</p> <ul style="list-style-type: none"> <li>• NZ Post Office</li> <li>• NZ Rail</li> <li>• Any University in New Zealand</li> <li>• Any Health Centre in any NZ Polytechnic or College of Education.</li> </ul> <p>(a) "Service" for the purposes of this subclause means total aggregated service with the Employer and its predecessors,</p> <p>Employees who are considering retiring can put forward a request for enhanced early retirement under this clause. The provisions of clause 8.5 of the Core Document shall apply in addition the employee would receive payment in accordance with the formula above.</p>

Previous regional MECA	Provision
<p><b>Hutt Valley Schedule Clause 5.0</b></p>	<p><b>GRANDPARENTED / TRANSITIONAL PROVISIONS</b>            These provisions shall apply only to full and part time staff who are employed as at the date of this MECA coming into effect. Employees whose previous employment agreement with Hutt Valley DHB contained the following provisions will have the Grandparented/Transitional entitlements apply to them only.</p> <p><b>Service Definition</b>            For Employees employed by Hutt Valley DHB at the date of this MECA coming into force "service" is that recognised by Hutt Valley DHB according to the previous employment agreement arrangement for that Employee.</p>
	<p><b>Nelson/Marlborough Schedule Clause 33.2</b></p> <p>Severance</p> <p>In the event that the Employer, for the reasons outlined in Clause 32, has to terminate the employee's agreement of employment or employment in any other capacity within the company, then the Employer shall give one months' notice to the employee and the union. During this time the Employer, employee and the union shall meet to discuss the compensation payable, which unless the Employer and employee otherwise agree, shall be:</p> <ol style="list-style-type: none"> <li>(1) 12 per cent of basic salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months' service; and</li> <li>(2) per cent of the basic salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and</li> <li>(3) where the period of total aggregated service is less than 20 years, 0.333 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.</li> <li>(4) 8.33 per cent of the basic salary (T1 rate only) for the preceding 12 months in lieu of notice where one months' notice is not given. This payment is regardless of length of service.</li> <li>(5) Service for the purpose of the above clauses means service with the Nelson Marlborough District Health Board providing that the existing qualifying service of employees employed by the Employer prior to the commencement of this agreement is not affected by the coming into effect of this clause.</li> <li>(6) The total amount paid to employees under the above provision shall not exceed the basic salary (T1 rate only) the employee would have received between their cessation and the date of their compulsory retirement.</li> </ol> <p>In addition to any severance payment negotiated or calculated in accordance with clause 33.2.1 above, the employee may be paid any gratuity they have qualified for in terms of clause 34.1.</p> <p>Where the employee's employment is being terminated by the Employer by reason of the sale or transfer of the whole or part of the Employer's business, nothing in this agreement shall require the Employer to pay compensation for redundancy to the employee if:</p> <ol style="list-style-type: none"> <li>(1) The person acquiring the business or the part being sold or transferred       <ol style="list-style-type: none"> <li>(a) has offered the employee employment in the business or the part being sold or transferred, and</li> <li>(b) has agreed to treat service with the Employer as if it were service with that person and as if it were continuous, and</li> </ol> </li> <li>(2) The conditions of employment offered to the employee by the person acquiring the business or the part of the business being sold or transferred are the same, or similar, as, or are no less favourable than, the employee's conditions of employment, including:       <ol style="list-style-type: none"> <li>(a) any service related conditions; and</li> <li>(b) any conditions relating to redundancy; and</li> <li>(c) any conditions relating to superannuation. under the employment being terminated; and</li> </ol> </li> <li>(3) The offer of employment by the person acquiring the business or part of the business being sold or transferred is an offer to employ the employee in that business or part of the business either;       <ol style="list-style-type: none"> <li>(a) in the same or similar capacity as that in which the employee was employed by the Employer, or</li> </ol> </li> </ol>

Previous regional MECA	Provision
	<p>(b) in any capacity that the employee is willing to accept.</p> <p>Nothing in this agreement shall require the Employer to pay compensation for redundancy where as a result of restructuring, and following consultation, the employee's position is disestablished and the employee declines an offer of employment that is on terms that are:</p> <ul style="list-style-type: none"> <li>• the same as, or no less favourable, than the employee's conditions of employment; and</li> <li>• in the same capacity as that in which the employee was employed by the Employer, or</li> <li>• in any capacity in which the employee is willing to accept</li> </ul>
<p><b>Southern District (Otago) Clause 3.8</b></p>	<p><b>Southern District (Otago) Clause 3.8</b></p> <p>Severance - Payment will be made in accordance with the following:</p> <p>(a) "Service" for the purposes of this subclause 38.8 means total aggregated service with the Employer, and one or more other Crown Health Enterprises or Area Health/Hospital Boards, and with one or more of the following services:</p> <ul style="list-style-type: none"> <li>(i) Public Service</li> <li>(ii) New Zealand Post Office</li> <li>(iii) New Zealand Railways</li> <li>(iv) Any University in New Zealand</li> <li>(v) Any Health Centre in any New Zealand Polytechnic and/or College of Education</li> </ul> <p>but excludes any service with any of the above services or with any other Crown Health Enterprises or Area Health/Hospital Boards which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any of the above services or from any other Crown Health Enterprises or Area Health/Hospital Boards.</p> <p>Notwithstanding the above, for employees employed after 2 June 1997, service shall be deemed to be service with Healthcare Otago only and excludes any service that has been taken into account for the purposes of calculating any entitlement to a redundancy severance, early retirement or similar payment.</p>
<p><b>Southern District (Southland) Clause 31.1.2</b></p>	<p><b>Southern District (Southland) Clause 31.1.2</b></p> <p><b>Severance</b> – Payment will be made in accordance with the following:</p> <p>a) "Service" for the purposes of his clause means total aggregated service with the Employer, and within the Health Service as defined under Clause 18.5 (a)(i), but excludes any service which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any of the above services.</p> <p><b>Notwithstanding</b> the above, employees of the Employer employed prior to 24 November 1992, shall continue to have all periods of service recognised prior to that date credited for severance purposes while they remain employed by Employer.</p>

## 1.12 Retiring Gratuities

Northern MECA	Midlands MECA	LNI MECA	South Island
Clause 20.0, Schedule 1 – recognition of service for retiring gratuities - variance across Districts and nationally	Clause 13.3	Nil	Clause 13.0 Retiring Gratuities

Previous regional MECA	Provision																														
<p><b>Northern MECA</b> <b>Clause 20.0</b></p>	<p>Retiring Gratuities</p> <p>20.1.1 Recognition of service for each DHB appears in schedule one</p> <ul style="list-style-type: none"> <li>(a) For the purposes of establishing eligibility for a gratuity, total service may be aggregated, whether this be part-time or full-time, or a combination of both at different periods. Part-time service is not to be converted to its full-time equivalent for the purpose of establishing eligibility.</li> <li>(b) Where part-time service is involved the gratuity should be calculated to reflect this. The number of hours per week employed during the years of service is calculated as a percentage of the number of hours represented by a full week and this percentage is applied to the rate of pay established for gratuity purposes.</li> <li>(c) Gratuities shall be paid to the estate of employees who died before retirement or who died after retirement but before receiving a gratuity.</li> <li>(d) See Table below for conditions on payments.</li> <li>(e) The calculation of a gratuity entitlement shall be in accordance with the scale detailed below, provided that the amount of any gratuity previously received in respect of service taken into account in the calculation shall be deducted.</li> <li>(f) For the purposes of calculating the amount of gratuity which the employer may pay, the rate of pay on retirement shall be the basic rates of salary or wages.</li> <li>(g) An employee who is granted leave without pay and who remains in the service of the employer, will, on retirement, have such leave aggregated with other service for gratuity purposes.</li> </ul> <p>Notice requirements for retirement are specified in employer policies.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="2">Scale Of Maximum Gratuities</th> </tr> <tr> <th>Period of Total Service</th> <th>Maximum Gratuity Pay Entitlement during These Consecutive Days</th> </tr> </thead> <tbody> <tr><td>Not less than 10 years and less than 11 years</td><td>31 Days</td></tr> <tr><td>Not less than 11 years and less than 12 years</td><td>35 Days</td></tr> <tr><td>Not less than 12 years and less than 13 years</td><td>39 Days</td></tr> <tr><td>Not less than 13 years and less than 14 years</td><td>43 Days</td></tr> <tr><td>Not less than 14 years and less than 15 years</td><td>47 Days</td></tr> <tr><td>Not less than 15 years and less than 16 years</td><td>51 Days</td></tr> <tr><td>Not less than 16 years and less than 17 years</td><td>55 Days</td></tr> <tr><td>Not less than 17 years and less than 18 years</td><td>59 Days</td></tr> <tr><td>Not less than 18 years and less than 19 years</td><td>63 Days</td></tr> <tr><td>Not less than 19 years and less than 20 years</td><td>67 Days</td></tr> <tr><td>Not less than 20 years and less than 21 years</td><td>71 Days</td></tr> <tr><td>Not less than 21 years and less than 22 years</td><td>75 Days</td></tr> <tr><td>Not less than 22 years and less than 23 years</td><td>79 Days</td></tr> </tbody> </table>	Scale Of Maximum Gratuities		Period of Total Service	Maximum Gratuity Pay Entitlement during These Consecutive Days	Not less than 10 years and less than 11 years	31 Days	Not less than 11 years and less than 12 years	35 Days	Not less than 12 years and less than 13 years	39 Days	Not less than 13 years and less than 14 years	43 Days	Not less than 14 years and less than 15 years	47 Days	Not less than 15 years and less than 16 years	51 Days	Not less than 16 years and less than 17 years	55 Days	Not less than 17 years and less than 18 years	59 Days	Not less than 18 years and less than 19 years	63 Days	Not less than 19 years and less than 20 years	67 Days	Not less than 20 years and less than 21 years	71 Days	Not less than 21 years and less than 22 years	75 Days	Not less than 22 years and less than 23 years	79 Days
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Previous regional MECA	Provision
	<p>NB: Gratuity equates to the pay that would be earned in the period of consecutive (including non-working) days.</p> <p>Schedule One</p> <p>SCHEDULE ONE: Recognition of Service for Retiring Gratuities</p> <p><b>Retiring Gratuities Recognition of Service</b></p> <p><b>ADHB</b></p> <p>The employer may pay a retiring gratuity to staff retiring from the ADHB who have had no less than ten years service with the ADHB, with the ADHB and one or more other CHEs and with one or more of the following services: Health Service (for the purposes of this clause this includes Ministry of Health, Hospital Boards, Area Health Boards, The Health Service Personnel Commission, National Health Commission, RHAs, CHEs, DHBs and subsidiaries and community trusts directly or indirectly funded by an RHA or CHE), the Public Service, the Post Office, NZ Railways or any university in New Zealand. Provided that for employees engaged after 1 July 1992 only service with The Health Service shall be recognised.</p> <p><i>Conditions for Payment</i></p> <p>The employer may also grant half the normal entitlement to those employees resigning after not less than 10 years service to take up other employmentWDHB For all employees engaged before 1 July 1992.</p> <ul style="list-style-type: none"> <li>(a) The employer shall pay a retiring gratuity to staff retiring from the DHB who have had not less than 10 years' service with the employing DHB, with that DHB and one or more other DHBs and with one or more of the following services: the Health Service, the Public Service, the Post Office, N.Z. Railways, or any University in New Zealand.</li> <li>(b) For employees engaged after 1 July 1992 and prior to 1 August 1999.</li> <li>(c) Provided that for employees engaged after 1 July 1992 only service with the Health Service (CHEs, HHSs and subsidiaries, Area Health Boards, Hospital Boards or Health Service Community Trusts, Public Health Commission, RHA) shall be recognised.</li> <li>(d) For employees engaged after 01 August 1999</li> <li>(e) Providing also that for employees engaged after 1 August 1999 only service with Waitemata Health Ltd/DHB shall be recognised.</li> </ul> <p><i>Conditions for Payment</i></p> <ul style="list-style-type: none"> <li>(a) The employer shall, in exceptional circumstances, consider approving the payment of half or all of the normal entitlement to those employees who leave the DHB service after 10 years service. Such exceptional circumstances shall include, but not be limited to, sickness or retirement on medical grounds but would not normally include resignation to take up other employment.</li> <li>(b) Waitemata District Health Board agree to explore the accessing of retiring Gratuity days prior to the date of actual retirement on a case by case basis</li> </ul> <p><b>CMDHB/NRA</b></p> <p>The Employer may pay a retiring gratuity to staff retiring from Counties Manukau District Health Board who have had not less than 10 years' service with Counties Manukau District Health Board as defined below. Provided that for employees engaged after 1 July 1992, the employer shall recognise service accumulated at the expiry of the Auckland Area Health Board PTR Collective Employment Contract, or the Auckland Area Health Board Clerical, Administrative, and Related Employees Collective Employment Contract (both expiring 28 February 1994).</p> <p>"Service" Means The Aggregate Of:</p> <ul style="list-style-type: none"> <li>(i) Service with the employer (including any individual employee's service previously recognised at the commencement date of this contract).</li> <li>(ii) Service with any DHB, Crown Health Enterprise, Regional Health Authority, or Public Health Commission.</li> </ul>

Previous regional MECA	Provision
	<p><b>Conditions for Payment</b> The Employer shall grant a full gratuity to those employees resigning after not less than 10 years' qualifying service, who are retiring from employment (and who sign a statutory declaration verifying this as their reason for resignation – such declaration to include provisions for repayment of the gratuity in the event that they resume significant paid employment). A full gratuity shall also be granted to those employees who have had not less than 10 years qualifying service and who are resigning for reasons of ill health or incapacity to continue with the same type of work.</p> <p><b>NDHB</b> Employees who have no less than 10 years' service with the employer may be paid a Retirement Gratuity within the scale given in. The provisions of this clause will also apply where early retirement is taken by an employee as an alternative to redundancy. The Retirement Gratuity may be paid to the estate of qualifying employees who died before retirement or who dies after retirement but before receiving a gratuity.</p>
<p><b>Midlands</b></p>	<p><b>Lakes provisions</b></p> <p>Schedule Clause</p> <p><b><u>Lakes DHB only Redeployment Option</u></b></p> <p><b>Staff Surplus provisions, Clause 11.2(e) of MECA.</b></p> <p>Staff employed prior to 8.3.95 and who are engaged solely in an administration position namely: Clerks / Telephone Operators / Clinical Typists This clause does not cover any other occupational professional groups.</p> <p>If prior to the expiry of 12 weeks redeployment the employee wished to terminate employment at the new location because the new location proves unsuitable the severance options shall be reapplied to that employee. If the option of redundancy is exercised then any redeployment payment that has already been paid shall be deducted.</p>
<p><b>South Island</b></p>	<p><u>South Canterbury District Health Board</u></p> <p>1 The Employer may pay a retiring gratuity to staff retiring from the Company</p> <p>(i) Who have had no less than 10 years' service with the Company, or</p> <p>(ii) With the Company or one or more other Companies and with one or more of the following services; the Public Service, or any university in New Zealand.</p> <p><b>Provided for employees engaged after 1 July 1992 that only service with Area Health Boards should be recognised.</b></p> <p>2 For the purposes of establishing eligibility for a gratuity, total Company service may be aggregated, whether this be part-time or whole-time, or a combination of both at different periods. Part-time service is not to be converted to its whole-time equivalent for the purpose of establishing eligibility.</p> <p>3 Where part-time service is involved the gratuity should be calculated to reflect this. The number of hours per week employed during the years of service is calculated</p>

Previous regional MECA	Provision								
	<p>as a percentage of the number of hours represented by a full week and this percentage is applied to the rate of pay established for gratuity purposes.</p> <p>4      Gratuities may be paid to the spouse or if no surviving spouse, the dependant child(ren) or the estate of employees who died before retirement or who died after retirement but before receiving a gratuity. Spouse is defined as a person with whom a marriage contract has been made or who is in fact in a de facto relationship.</p> <p>5      The calculation of gratuity entitlement shall be in accordance with the scale detailed below, provided that the amount of any gratuity previously received in respect of service taken into account in the calculation shall be deducted.</p> <p>6      For the purposes of calculating the amount of gratuity that the Employer may pay, the rate of pay on retirement shall be the basic rate of salary or wages.</p> <p>7      An employee who is granted leave without pay and who remains in the service of the Employer will, on retirement, have such leave aggregated with other service for gratuity purposes.</p> <p>8      <b>SCALE OF MAXIMUM GRATUITIES</b></p> <table border="1" data-bbox="635 875 1503 1064"> <thead> <tr> <th data-bbox="635 875 1225 904">Period of Total Service</th> <th data-bbox="1225 875 1503 904">Maximum Gratuity</th> </tr> </thead> <tbody> <tr> <td data-bbox="635 904 1225 934">Not less than 10 years</td> <td data-bbox="1225 904 1503 934">31 days</td> </tr> <tr> <td data-bbox="635 934 1225 996">Not less than 11 years and up to 25 years</td> <td data-bbox="1225 934 1503 996">4 days for each full year of service.</td> </tr> <tr> <td data-bbox="635 996 1225 1064">Not less than 25 years and up to 40 years</td> <td data-bbox="1225 996 1503 1064">6 days for each full year of service.</td> </tr> </tbody> </table> <p>Note: These are consecutive rather than working days.</p>	Period of Total Service	Maximum Gratuity	Not less than 10 years	31 days	Not less than 11 years and up to 25 years	4 days for each full year of service.	Not less than 25 years and up to 40 years	6 days for each full year of service.
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## 2 Grand-parented Provisions

Grand-parented provisions are entitlements that remain in place for employees that were covered by the applicable collective agreement at the time the provisions they were grand-parented. Grandparented provisions do not apply to new employees from the date of grandparenting of the provision. There are two types of grandparenting recognised in this Collective Agreement as set out in clauses 13.2.1 and 13.2.2

### 2.1 Eye Tests

Northern MECA	Midlands MECA	LNI MECA	South Island
Northern MECA CMDHB only clauses	Tairawhiti (Eye Test)	Nil	Nil

Previous Regional MECA	Provision
<b>Northern MECA CMDHB only clauses</b>	Regular eye tests at the employers' expense shall be conducted for operators of Visual Display Units. This test shall occur before such work is undertaken and shall be repeated at intervals of six months. Where it is determined by a vision care practitioner appointed by the employer that the deterioration of the worker's eyesight is directly attributable to the worker's occupation, the employer shall meet the costs of the dispensing fees and the supply of the prescription spectacle lenses in standard frames.
<b>Midlands MECA Tairawhiti (Eye Test)</b>	<b>Tairawhiti DHB (only) Annual Eye Test</b>  Employees who work on VDU equipment for a substantial portion of their time, and who wish to have expenses for an eye test reimbursed, must obtain approval from their manager to consult with Occupational Health, who will use the Occupational Safety & Health Guidelines for the use of VDUs as a reference. Occupational Health will make a recommendation to the employee's manager regarding the appropriateness of the eye test. It is recommended that the employee obtain pre- approval from their manager before having the eye test.

### 2.2 Shift Leave

Northern MECA	Midlands MECA	LNI MECA	South Island
Nil	Nil	Nil	Clause 16.0

Previous Regional MECA	Provision
<b>South Island MECA clause 16.0</b>	<p><b>Criteria for Southern DHB (Southland) employees</b></p> <p>NB For Telephonists employed prior to 1st January 2001, the full entitlement of 5 days additional leave per annum will apply. This will be pro rata for part time employees.</p>

## 2.3 37.5 Hour Week

Northern MECA	Midlands MECA	LNI MECA	South Island
Northern clause 5.5	Nil	Whanganui Schedule	Schedule 3.5

Previous Regional MECA	Provision
<b>Northern MECA Clause 5.5</b>	<p><b>Ordinary Hourly Rate of Pay</b></p> <p>Full-time equivalent 37.5 hours per week. The ordinary hourly rate is the annual salary divided by 1950, correct to three (3) decimal places of a dollar.</p> <p><b>Ordinary Hours of Work (37.5 Hour week).</b></p> <p>These provisions shall apply to all employees who are employed on a 37.5 hour week basis and whose salary divisor is 1950:</p> <p>Monday to Friday</p> <p>Unless otherwise specified the ordinary hours of work shall be either</p> <ul style="list-style-type: none"> <li>(a) Seventy five (75) hours in each two week period (14 days), worked as not more than ten (10) duties between 0600 and 2000 hours, Monday to Friday.</li> <li>(b) Except for overtime, no employee shall work more than five (5) consecutive duties before a day(s) off, provided that an alternative arrangement may be implemented by agreement between the employer and a majority (measured in full-time equivalents) of the directly affected employees.</li> </ul> <p><b>Rostered Shifts</b></p> <ul style="list-style-type: none"> <li>(a) Seventy five (75) hours in each two week period (14 days), worked as not more than ten (10) duties, provided that for rostered shift work the ordinary hours of work may average thirty seven and a half (37.5) hours per week during a period of up to seven (7) weeks, or the applicable roster period, whichever is the lesser; or</li> <li>(b) Except for overtime, and except where an alternative arrangement is operating, each employee shall have a minimum of two (2) consecutive days off during each two (2) week period (14 days). Days off shall be additional to a nine (9) hour break on completion of the previous duty.</li> <li>(c) Notwithstanding clause 5.5.2 (b), these off duty periods may fall separately no more than once every four weeks at the request of the employee or to facilitate rostering.</li> </ul> <p>The ordinary hours of work for a single duty shall be up to a maximum of ten (10) hours. A duty shall be continuous except for the meal periods and rest breaks provided for in this agreement.</p>

Previous Regional MECA	Provision
<p align="center"><b>LNI MECA</b> Whanganui Schedule</p>	<p>4.0 HOURS OF WORK</p> <p>Note: Administration employees employed prior to 10 November 2004 who worked 37.5 hours per week will retain this provision</p>
<p align="center"><b>South Island MECA</b> Schedule 3.5</p>	<p><b>Southern DHB (Otago) Hours Of Work</b></p> <p>The ordinary hours of for full time administrative employees shall either be 37 and one half hours per week and seven and one half hours per day, or 40 hours per week and eight hours per day. Where an employee's normal hours are based on a 37 and one half hour week, their hours shall not be changed to those based on a 40 hour week without their agreement. New positions shall be offered on the basis of either the 37 and one half hour week or the 40 hour week at the Employer's discretion.</p> <p>With the exception of shift workers, the ordinary hours of work shall be worked on Monday to Friday, and normally between the hours of 7.30 am and 6.00 p.m., although an extended range of "clock hours" may be agreed with employees where the requirements of the service justify this.</p> <p>Where employees are employed to work shifts, the ordinary hours of work may be worked between Monday to Sunday, over the full 24 hour period of the day. Employees employed to work shifts includes Telephonists, and administrative employees in the Clinical Records, Admissions, Enquires, and Emergency Services.</p> <p>Telephonists working night shift who are unable to be relieved for their meal break shall, at the discretion of the Employer either be paid a meal allowance or be provided with a meal. Adequate provision shall be made for the relief of the night telephonist for the purposes of using the convenience.</p> <p>A night shift employee working in the Emergency Service who is unable to be relieved from work for a meal break shall be allowed to have a meal on duty. As the employees are to remain accessible in case they are needed during this time, they will be paid a half hour at the appropriate overtime rate (ie, the duty period will remain seven and a half or eight hours, plus a half hours overtime).</p> <p><b>Annual Salary for 37.5 hours per week employees</b> The annual gross salary in clause 6 shall be divided by 2086 hours to obtain the hourly rate, which is then multiplied by 1955 to obtain the annual salary for a full time administrative employee employed to work based on a 37 and a half hour week. Part time employees will be paid this salary, but on a pro rata basis.</p> <p><b>Overtime for "37 and a half hour week" employees</b> Overtime is calculated on a daily basis. All work performed in excess of 7½ hours per day, but less than 8 hours per day, shall be paid at T1 overtime rate. All work performed outside or in excess of eight hours per day or 40 hours per week shall be paid at the overtime rates specified in the main body of the Agreement.</p>

## 37.5 Pay Rates

The table below sets out the 37.5-hour pay rates for each step in each pay band of the National Health Administration Workers Pay Scale. For information about the Clinical Coder pay scale see the following set of tables.

### Year One – Effective 1 January 2023

ADMINISTRATION PAY EQUITY RATES (37.5 Hour)									
Band	Maximum Rate	Number of steps	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Band 7		7	72,630	74,656	76,682	78,709	80,734	82,761	84,787
Band 6		7	70,293	71,914	73,535	75,156	76,777	78,398	80,019
Band 5		6	67,242	68,654	70,064	71,476	72,887	74,298	
Band 4		6	64,411	65,759	67,107	68,455	69,804	71,152	
Band 3		5	59,479	61,515	63,552	65,587	67,624		
Band 2		4	55,319	57,832	60,343	62,856			
Band 1		3	51,686	54,650	57,612				

### Year Two - Effective 1 January 2024

ADMINISTRATION PAY EQUITY RATES (37.5 Hour)									
Band	Maximum Rate	Number of steps	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Band 7		7	74,499	76,526	78,552	80,578	82,604	84,631	86,656
Band 6		7	72,163	73,784	75,405	77,026	78,647	80,268	81,889
Band 5		6	69,112	70,523	71,934	73,346	74,756	76,168	
Band 4		6	66,280	67,628	68,976	70,324	71,673	73,021	
Band 3		5	61,348	63,384	65,421	67,456	69,493		
Band 2		4	57,188	59,701	62,213	64,726			
Band 1		3	53,556	56,519	59,482				

### Coder Pay Scales and Progression 37.5hrs

The following pay scale applies to workers whose work maps to the clinical coder role profile.

#### Year One – Effective 1 January 2023

Coders (37.5 Hour)				
Levels		Level Value	Tertiary Adjustment	Note
Level 0	Trainee / Apprentice	68,577		This is fully managed
Level 1	Novice	70,720	No change	
Level 2	Developing	72,932	No Change	
Level 3	Competent	75,218	6.5%	Added to base
Level 4	Proficient	77,579	8%	Added to base
Level 5	Expert	80,019	10%	Added to base
Level 6	Auditor	84,787	10%	Appointed role

#### Year Two – Effective 1 January 2024

Coders (37.5 Hour)				
Levels		Level Value	Tertiary Adjustment	Note
Level 0	Trainee / Apprentice	70,447		This is fully managed
Level 1	Novice	72,589	No change	
Level 2	Developing	74,802	No Change	
Level 3	Competent	77,088	6.5%	Added to base
Level 4	Proficient	79,449	8%	Added to base
Level 5	Expert	81,889	10%	Added to base
Level 6	Auditor	86,656	10%	Appointed role

## 2.4 Shoe and Stocking Allowance

Northern MECA	Midlands MECA	LNI MECA	South Island
Clause 11.3	Nil	Nil	Nil

Previous Regional MECA	Provision
<b>Northern MECA</b> Clause 11.3	<p><b>Shoe &amp; Stocking Allowance</b></p> <p>Where an employer requires an employee to wear a particular type of shoe, or shoe and stocking then they are entitled to an allowance of \$164.00 per annum</p>

## 2.5 Northern Regional Alliance (NRA)

Northern MECA	Midlands MECA	LNI MECA	South Island
Schedule Five	Nil	Nil	Nil

Previous Regional MECA	Provision
<b>Northern MECA</b> Schedule Five	<p><b>SCHEDULE FIVE: Northern Regional Alliance (NRA) Terms and Conditions</b></p> <p>Staff employed by predecessors of NRA i.e. NoRTH (ARRMOS) prior to 19 December 2008 will be covered by any DHB specific variation of terms and conditions which apply at the location of their office. From that date all new staff will have the terms and conditions which apply to DHB employees at CMDHB.</p>



## 2.6 Retiring Gratuities

Northern MECA	Midlands MECA	LNI MECA	South Island
Nil	Schedule Five	Lower North Island Schedules	South Island MECA Clause 13.0

Previous Regional MECA	Provision												
<p><b>Midlands MECA</b> Schedule Five</p>	<p><b>13 Gratuities as per individual DHB</b></p> <p>"Service" for the purposes of this subclause is specified in each individual DHBs specific terms and conditions. Gratuities apply as per the following table.</p> <table border="1"> <thead> <tr> <th>Previous DHB</th> <th>Qualification criteria</th> <th>Service</th> </tr> </thead> <tbody> <tr> <td>Waikato</td> <td>Subject to policy, must be retiring.</td> <td>Must have been continuously employed, starting before 1992.</td> </tr> <tr> <td>BOP</td> <td>In the case of redundancy At the discretion of the CEO in all other cases</td> <td>In the case of (b) must have been employed before 31 December 2000</td> </tr> <tr> <td>Tairāwhiti</td> <td>Made redundant or retired through age or ill health. Employees employed after 1st July 1993 shall only have service with Tairāwhiti District Health recognised for the purpose of this clause</td> <td>Salary and service frozen as at 31 December 1996.</td> </tr> </tbody> </table>	Previous DHB	Qualification criteria	Service	Waikato	Subject to policy, must be retiring.	Must have been continuously employed, starting before 1992.	BOP	In the case of redundancy At the discretion of the CEO in all other cases	In the case of (b) must have been employed before 31 December 2000	Tairāwhiti	Made redundant or retired through age or ill health. Employees employed after 1st July 1993 shall only have service with Tairāwhiti District Health recognised for the purpose of this clause	Salary and service frozen as at 31 December 1996.
Previous DHB	Qualification criteria	Service											
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<p><b>Lower North Island Schedules</b>  <b>Capital and Coast</b></p>	<p><b>Capital and Coast Clause 8.0</b></p> <p><b>RETIREMENT GRATUITIES</b></p> <p>The employer shall pay a retiring gratuity to employees retiring who have had not less than ten years' service recognised as at 30 March 1995.</p> <p>For the purposes of establishing eligibility for a gratuity, total service may be aggregated whether this be part-time or whole-time or a combination of both at different periods. Part-time service is not to be converted to its whole-time equivalent for the purpose of establishing eligibility. Where part-time service is involved the gratuity should be calculated to reflect this.</p> <p>Gratuities shall be paid to the estate of employees who dies before retirement or who dies after retirement but before receiving a gratuity.</p> <p>For the purposes of calculating the amount of gratuity which the employer shall pay, the rate of pay on retirement shall be the ordinary rate of pay only.</p> <p>From 30 March 1995 no further service shall accrue regarding the payment of retiring gratuities.</p>												

Previous Regional MECA	Provision
<p><b>Lower North Island Schedules</b></p> <p><b>Hutt Valley</b></p>	<p><b>Hutt Valley Clause 5.3</b> <b>Retiring Gratuities</b></p> <p>Staff who, as at 30 January 1995, have qualified for a retiring gratuity according to their previous agreement of employment will have their number of days of retiring gratuity entitlement identified. The entitlement will be frozen and paid according to the provisions of the previous agreement of employment. Staff with less than ten (10) years' service will not be entitled to any gratuity on cessation of service.</p>
<p><b>Lower North Island Schedules</b></p> <p><b>Mid Central</b></p>	<p><b>Mid Central Clause 14.0</b> <b>Retiring Allowance</b></p> <p>The Chief Executive Officer shall pay a retiring allowance to employees who on 1 July 1994 have no less than ten years' continuous service and are an employee of MidCentral DHB on that date.</p> <p>For the purposes of establishing eligibility for this allowance, total continuous service shall be aggregated, whether this be part-time or whole time, or a combination of both at different periods. Part-time service is not to be converted to its whole-time equivalent for the purpose of establishing eligibility.</p> <p>Where part-time service is involved the allowance shall be calculated to reflect this. The number of hours per week employed during the years of service is calculated as a percentage of the number of hours represented by a full week and this percentage is applied to the rate of pay established for allowance purposes.</p> <p>Allowances shall be paid to the spouse or if no surviving spouse, the dependent child(ren) or the estate of employees who died before retirement or who died after retirement but before receiving an allowance. Spouse is defined as a person with whom a marriage contract has been made or who is in a de facto relationship.</p> <p>Employees who have more than 10 but less than 15 years continuous service on 1 July 1994 will be paid 50% of the relevant retiring allowance) when they retire.</p> <p>Employees who have more than 15 years continuous service on 1 July 1994 will be paid a retiring allowance in accordance with the scale of retiring allowances (subclause 27.1), when they retire.</p> <p>Employees who have less than 10 years continuous service on 1 July 1994 who are employed after that date shall not receive any retirement allowance.</p> <p><b>Discretionary Retirement Allowance</b></p> <p>The Chief Executive Officer may grant half of their retirement allowance entitlement to those employees resigning after not less than 10 years continuous service due to ill health.</p> <p><b>MidCentral Enable Clause 6.0</b> <b>Retiring Leave</b></p> <p>2.6.1 The General Manager shall pay a retiring allowance to employees who on 1 February 1994 have no less than ten years' continuous service and are an employee of Enable New Zealand on that date.</p> <p>2.6.2 For the purposes of establishing eligibility for this allowance, total continuous service shall be aggregated, whether this be part-time or whole time, or a combination of both at different periods. Part-time service is not to be converted to its whole-time equivalent for the purpose of establishing eligibility.</p> <p>2.6.3 Where part-time service is involved the allowance shall be calculated to reflect this. The number of hours per week employed during the years of service is calculated as a</p>

Previous Regional MECA	Provision
	<p>percentage of the number of hours represented by a full week and this percentage is applied to the rate of pay established for allowance purposes.</p> <p>2.6.4 Allowances shall be paid to the spouse or if no surviving spouse, the dependent child(ren) or the estate of employees who died before retirement or who died after retirement but before receiving an allowance. Spouse is defined as a person with whom a marriage contract has been made or who is in a de facto relationship.</p> <p>2.6.5 Employees who have more than 10 but less than 15 years continuous service on 1 February 1994 will be paid 50% of the relevant retiring allowance when they retire.</p> <p>2.6.6 Employees who have more than 15 years continuous service on 1 February 1994 will be paid a retiring allowance in accordance with the scale of retiring allowances when they retire.</p> <p>2.6.7 Employees who have less than 10 years continuous service on 1 February 1994, or who are employed after that date shall not receive any retirement allowance.</p> <p>2.6.8 Discretionary Retiring Gratuity</p> <p style="padding-left: 40px;">The General Manager may grant half of their retirement allowance entitlement to those employees resigning after not less than 10 year continuous service due to ill health.</p>
<p style="text-align: center;"><b>Lower North Island Schedules</b></p> <p style="text-align: center;"><b>Whanganui</b></p>	<p><b>Whanganui Clause 7.0</b></p> <p><b>RETIREMENT</b></p> <p>Retirement of the employee shall be by mutual agreement between the employee and the employer. Those employees who have an agreed retirement date and who meet the entitlement criteria as per sub clause 6.2 shall be paid a retiring gratuity as set out below.</p> <p>Retiring gratuities shall only be paid to those employees who at 23 February 1994 and according to the definition in 6.1 above qualified for such gratuities under the terms of the Professional, Technical and Related Employees and Clerical Employees Collective Employment Contract dated 23 February 1994 as follows:</p> <ul style="list-style-type: none"> <li>(a) Employees who have less than 10 years service as at 23 February 1994, or are employed after that date, are not entitled to any retirement gratuity.</li> <li>(b) Employees who have between 10 and 15 years service as at 23 February 1994 shall be paid 50% of the retiring gratuity.</li> <li>(c) Employees who have more than 15 years service as at 23 February 1994 shall be paid a retiring gratuity at the full eligible amount.</li> <li>(d) Service is defined under Clause 1 of this schedule.</li> <li>(e) Part time service is not to be converted to its full-time equivalent for the purpose of establishing eligibility. The gratuity should be calculated to reflect part time hours.</li> <li>(f) In the case of a deceased employee, the gratuity shall be paid to the employee's spouse, or if no surviving spouse, dependent child(ren).</li> <li>(g) The employer may grant half of the retirement gratuity entitlement to those employees resigning after not less than 10 years service as a result of ill health.</li> <li>(h) Any gratuity previously received in respect of service taken shall be deducted.</li> </ul> <p>The rate of pay on retirement, for the purposes of calculating the amount of retiring gratuity, shall be the basic rates of salary or wages.</p>
<p style="text-align: center;"><b>South Island MECA Clause 13.0</b></p> <p style="text-align: center;"><b>Hutt Valley</b></p>	<p><b>RETIRING GRATUITIES</b></p> <p>Retiring Gratuities are available to employees who are retiring from DHBs where those provisions existed in Collective Agreements, which were in place prior to the commencement of this MECA. Those DHB-specific provisions are attached as Appendix 1.1 to this MECA. All cut off and implementation dates expressed in those DHB specific provisions will continue to apply in each DHB.</p>

Previous Regional MECA	Provision
	<p>established for gratuity purposes.</p> <p><b>Canterbury District Health Board</b></p> <p>Not applicable</p>
<p><b>South Island MECA Clause 13.0</b></p> <p><b>Nelson Marlborough</b></p>	<p><b><u>Nelson Marlborough District Health Board</u></b></p> <p>Provisions</p> <p>For employees who commenced employment with the Employer prior to 26 October 1992, the Employer may pay a retiring gratuity to those employees retiring from the Employer, who have no less than ten years' service with qualifying Employers (i.e. The existing qualifying service of employees employed by the Employer prior to 26 October 1992 is recognised).</p> <p>For employees who commenced employment with the Employer on or after 26 October 1992, the Employer may pay a retiring gratuity to those employees retiring from the company, who have no less than twenty years' service with the Nelson Marlborough District Health Board Limited.</p> <p>For the purposes of establishing eligibility for a gratuity, total company service may be aggregated, whether this be part time or full time, or a combination of both at different periods. Part time service is not to be converted to its full time equivalent for the purposes of establishing eligibility.</p> <p>Where part time service is involved the gratuity should be calculated to reflect this. The number of hours per week employed during the years of service is calculated as a percentage of the number of hours represented by a full week and his percentage is applied to the rate of pay Gratuities may be paid to the spouse or if no surviving spouse, the dependent child(ren) or the estate of an employee who died before retirement or who died after retirement but before receiving a gratuity. Spouse is defined as a person with whom a marriage agreement has been made or who is in a de facto relationship.</p> <p>The Employer may pay a full gratuity to employees, who have service in accordance with either clause 1.1 or 1.2, where they can produce acceptable evidence to substantiate that they are unable to continue regular employment on medical grounds or other special circumstances.</p> <p>The calculation of a gratuity entitlement shall be in accordance with the scale detailed in clause .2 below, provided that the amount of any gratuity previously received in respect of service taken into account in the calculation shall be deducted.</p> <p>For the purposes of calculating the amount of gratuity which the Employer may pay the rate of pay on retirement shall be the basic rates of salary or wages. The entitlement is calculated in consecutive days' pay.</p> <p>An employee who is granted leave without pay and who remains in the service of the Employer, will, on retirement, have such leave aggregated with other service for gratuity purposes.</p>
<p><b>South Island MECA Clause 13.0</b></p> <p><b>West Coast</b></p>	<p><b>West Coast District Health Board</b></p> <p>Note: Retiring Gratuities shall only apply to those Employees employed by the Employer prior to 01/07/98.</p> <p>The Employer shall pay a retiring gratuity to staff retiring from the Employer who have had not less than 10 years' service with the NZ Health Sector. Staff employed prior to 30 June 1993 shall continue to have all periods of service recognised prior to that date credited for long service leave purposes while they remain employed by the Employer.</p> <p>For the purposes of establishing eligibility for a gratuity, total Employer service may be aggregated, whether this is part-time or whole time, or a combination of both at different periods. Part-time</p>

Previous Regional MECA	Provision
	<p>service is not to be converted to its whole-time equivalent for the purpose of establishing eligibility.</p> <p>Where part-time service is involved the gratuity will be calculated to reflect this. The number of hours per week employed during the years of service is calculated as a percentage of the number of hours represented by a full week and this percentage is applied to the rate of pay established for gratuity purposes.</p> <p>Gratuities shall be paid to the spouse or if no surviving spouse, the dependent child(ren) or the estate of employees who died before retirement or who died after retirement but before receiving a gratuity. Spouse is defined as a person with whom a marriage agreement has been made or who is in a de facto relationship.</p> <p>The Employer shall also grant half the normal entitlement to those employees resigning after not less than 10 years' service to take up other employment.</p> <p>The calculation of gratuity entitlement shall be in accordance with the scale detailed below, provided that the amount of any gratuity previously received in respect of service taken into account in the calculation shall be deducted.</p> <p>For the purposes of calculating the amount of gratuity that the Employer may pay the rate of pay on retirement shall be the basic rates of salary or wages.</p> <p>An employee who is granted leave without pay and who remains in the service of the Employer,</p>
<p><b>South Island MECA Clause 13.0  Southern (Otago)</b></p>	<p><b>Southern DHB (Otago)</b></p> <p>The Employer shall pay a retiring gratuity to employees who retire and meet the following criteria:</p> <ol style="list-style-type: none"> <li>1) Qualifying age in 1.3 below</li> <li>2) Not less than 10 years continuous service with the Employer</li> <li>3) The current period of employment commenced on or before 01 February 1999, and has remained continuous since</li> </ol> <p>Retirement means an intention to leave the paid workforce. At the discretion of the Employer, the employee may be required to provide a statutory declaration to this effect.</p> <p>Qualifying age:</p> <ol style="list-style-type: none"> <li>a) Employees are entitled to retire after reaching age 60 years or completing 40 years service if they: <ol style="list-style-type: none"> <li>4) were aged 55 years or more at 01 April 1992 and have been in continuous employment with the Otago DHB and its predecessors since being employed with <ol style="list-style-type: none"> <li>a) Cherry Farm Hospital prior to 01 August 1964</li> <li>b) Department of Health prior to 01 August 1964</li> <li>c) Public Service prior to 01 August 1964, then continuously with the Department of Health</li> <li>d) Maniototo, Otago or Vincent Hospital Boards prior to 01 June 1982</li> <li>e) Waitaki Hospital Board prior to 01 July 1988</li> <li>f) Waitaki Health District during the period 01 July 1988 to 01 August 1990.</li> </ol> </li> </ol> </li> <li>5) Other employees are entitled to retire after reaching age 65 years</li> </ol> <p><b>Eligible service</b></p> <p>For employees who commenced their current service with the Employer on or prior to 03 August 1992, eligible service shall be all service with the Employer, and one or more other Area Health Boards/Hospital Boards and with one or more of the following services: the Public Service, the Post Office, New Zealand Railways or any university in New Zealand.</p> <p>For employees who commenced their current employment with the Employer after 03 August</p>

Previous Regional MECA	Provision
	<p>1992, service shall be deemed to comprise all periods of employment with the Employer.</p> <p>For the purposes of establishing eligibility for a gratuity, total service as above may be aggregated, whether this be part-time or whole-time, or a combination of both at different periods. Part-time service is not to be converted to its full-time equivalent for the purpose of establishing eligibility.</p> <p>Where part-time service is involved the gratuity should be calculated to reflect this. The number of hours per week employed during the years of service is calculated as a percentage of the number of hours represented by a full week and this percentage is applied to the rate of pay established for gratuity purposes.</p> <p>Gratuities may be paid to the spouse or if no surviving spouse, the dependent child(ren) or the estate of employees who died before retirement or who died after retirement but before receiving a gratuity. Spouse is defined as a person with whom a marriage contract has been made or who is in a de facto relationship.</p> <p>Where the employee is within five years of the eligible age for retirement in 1.3 above and is required to leave the paid workforce on medical advice, the Employer shall pay a retiring gratuity. The Employer may require the employee to provide evidence in support of their claim, including relevant medical reports.</p> <p>The calculation of a gratuity entitlement shall be in accordance with the scale detailed below, provided that the amount of any gratuity previously received in respect of service taken into account in the calculation shall be deducted.</p> <p>For the purposes of calculating the amount of gratuity, the rate of pay on retirement shall be the basic rates of salary or wages.</p> <p>An employee who is granted leave without pay and who remains in the service of the Employer, will, on retirement, have such leave aggregated with other service for gratuity purposes.</p> <p>The parties agree that, in terms of section 30A of the Human Rights Act 1993:</p> <ul style="list-style-type: none"> <li>(i) the retiring gratuity is a "benefit paid to an employee"</li> <li>(ii) the Employer used "age" on and prior to 01 February 1999 to determine eligibility to the retiring gratuity, and indirectly to calculate the benefit</li> </ul> <p style="padding-left: 40px;">the retiring gratuity was a written term of the collective agreement that applied on 01 February 1999. To be eligible, therefore, to receive a retiring gratuity, an employee has to have been employed on 01 February 1999 under an employment contract that contained a retiring gratuity provision, and to have remained continuously employed since</p> <p>To calculate the gratuity, the following formula is used:  <math display="block">\text{Salary} \times \text{Days entitlement (above)} \times \text{FTE} \div 365</math></p>
<p style="text-align: center;"><b>South Island MECA Clause 13.0  Southern</b></p>	<p><b>RETIRING GRATUITIES</b></p> <p>NOTE: The provisions of Clause 32 "Retiring Gratuities" shall only apply to Employees employed prior to 1 July 1995.</p> <p>32.1.1 The Employer may pay a retiring gratuity to staff retiring from the board who have had not less than 10 years service with the Employer, and one or more other boards and with the New Zealand Health service.</p> <p>32.1.2 Notwithstanding the above, employees of Southland District Health Board employed prior to 24 November 1992 shall continue to have all periods of service recognised prior to that date credited for retiring gratuities purposes while they remain employed by Southland District Health Board.</p> <p>32.2 For the purposes of <b>establishing eligibility</b> for a gratuity, total Southland District Health Board service may be aggregated, whether this be part-time or whole-time, or a combination of both at different periods. Part-time service is not to be converted to its</p>

Previous Regional MECA	Provision
	<p>whole-time equivalent for the purpose of establishing eligibility.</p> <p>32.3 Where part-time service is involved the gratuity should be calculated to reflect this. The number of hours per week employed during the years of service is calculated as a percentage of the number of hours represented by a full week and this percentage is applied to the rate of pay established for gratuity purposes.</p> <p>32.4 Gratuities may be paid to the spouse or if no surviving spouse, the dependent child(ren) or the estate of employees who died before retirement or who died after retirement but before receiving a gratuity. Spouse is defined as a person with whom a marriage contract has been made or who is in a de facto relationship.</p> <p>32.5 The Employer may also grant half the normal entitlement to those employees resigning after not less than 10 years service to take up other employment.</p> <p>32.6 The calculation of a gratuity entitlement shall be in accordance with the scale detailed below, provided that the amount of any gratuity previously received in respect of service taken into account in the calculation shall be deducted.</p> <p>32.7 For the purposes of calculating the amount of gratuity which a District Health Board may pay the rate of pay on retirement shall be the basic rates of salary or wages.</p> <p>32.8 An employee who is granted leave without pay and who remains in the service of Southland District Health Board, will, on retirement, have such leave aggregated with other service for gratuity purposes.</p>

Scale of Maximum Gratuities (Exception of South Canterbury District Health Board)	
Period of Total Service NOTE: These are consecutive rather than working days	Maximum Gratuity
<i>Not less than 10 years and less than 11 years</i>	<i>31 days' pay</i>
<i>Not less than 11 years and less than 12 years</i>	<i>35 days' pay</i>
<i>Not less than 12 years and less than 13 years</i>	<i>39 days' pay</i>
<i>Not less than 13 years and less than 14 years</i>	<i>43 days' pay</i>
<i>Not less than 14 years and less than 15 years</i>	<i>47 days' pay</i>
<i>Not less than 15 years and less than 16 years</i>	<i>51 days' pay</i>
<i>Not less than 16 years and less than 17 years</i>	<i>55 days' pay</i>
<i>Not less than 17 years and less than 18 years</i>	<i>59 days' pay</i>
<i>Not less than 18 years and less than 19 years</i>	<i>63 days' pay</i>
<i>Not less than 19 years and less than 20 years</i>	<i>67 days' pay</i>
<i>Not less than 20 years and less than 21 years</i>	<i>71 days' pay</i>
<i>Not less than 21 years and less than 22 years</i>	<i>75 days' pay</i>
<i>Not less than 22 years and less than 23 years</i>	<i>79 days' pay</i>
<i>Not less than 23 years and less than 24 years</i>	<i>83 days' pay</i>
<i>Not less than 24 years and less than 25 years</i>	<i>87 days' pay</i>
<i>Not less than 25 years and less than 26 years</i>	<i>92 days' pay</i>
<i>Not less than 26 years and less than 27 years</i>	<i>98 days' pay</i>
<i>Not less than 27 years and less than 28 years</i>	<i>104 days' pay</i>
<i>Not less than 28 years and less than 29 years</i>	<i>110 days' pay</i>
<i>Not less than 29 years and less than 30 years</i>	<i>116 days' pay</i>
<i>Not less than 30 years and less than 31 years</i>	<i>123 days' pay</i>
<i>Not less than 31 years and less than 32 years</i>	<i>129 days' pay</i>
<i>Not less than 32 years and less than 33 years</i>	<i>135 days' pay</i>
<i>Not less than 33 years and less than 34 years</i>	<i>141 days' pay</i>
<i>Not less than 34 years and less than 35 years</i>	<i>147 days' pay</i>
<i>Not less than 35 years and less than 36 years</i>	<i>153 days' pay</i>
<i>Not less than 36 years and less than 37 years</i>	<i>159 days' pay</i>
<i>Not less than 37 years and less than 38 years</i>	<i>165 days' pay</i>
<i>Not less than 38 years and less than 39 years</i>	<i>171 days' pay</i>
<i>Not less than 39 years and less than 40 years</i>	<i>177 days' pay</i>
<i>Not less than 40 years</i>	<i>183 days' pay</i>