

District Health Boards

And



Multi Employer

**Maintenance Trades and Related Services
Multi-Employer Collective Agreement**

14.12.2020 to 16.04.2023

Final as 05.07.22 (SJ)

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DHBs/ E Tū Trades Multi-Employer Collective Agreement

1.0 Parties

1.1 In accordance with the Employment Relations Act 2000, this collective agreement is
Between

Waitemata, Counties, Waikato, Bay of Plenty, Lakes, Taranaki, Wairarapa, Hawkes Bay, Capital and Coast, Nelson-Marlborough, Canterbury, Northland, Southern, Tairāwhiti, and South Canterbury District Health Boards

District Health Boards (The “Employers”)

And

E tū Incorporated (The “Union”)

1.2 Subsequent parties

A DHB who is not a party to this agreement may become a party provided:

- (i) The work of the DHB’s employees come within the coverage clause of this agreement; and
- (ii) The DHB employees are not bound by another collective agreement; and
- (iii) A majority of E tū members affected vote in favour of becoming a party; and
- (iv) The original parties to this collective agreement are notified in accordance with the provisions of Section 56A of the Employment Relations Act 2000.

Where the agreement under this clause replaces an existing collective agreement between the parties, the parties will record any specific terms and conditions of that agreement that they agree will continue for some or all of employees who become bound by this agreement.

Subsequent parties added under this clause shall be recorded in Appendix 4 of this agreement.

2.0 Coverage and Application

2.1 This is a collective agreement made pursuant to the Employment Relations Act 2000.

2.2 The Agreement shall apply to those employees appointed by the employer to positions coming within the classifications provided for in the agreement. The coverage shall not apply to employees employed as managers.

2.3 (i) Employees previously employed on individual employment agreements who come within the coverage of this agreement by becoming a member of the union, the provisions of this agreement shall apply and the provisions of the individual employment agreement shall cease to apply except as otherwise specifically agreed in writing.

(ii) The provisions of the Employment Relations Act shall apply in situations where an employee transfers.

2.4 Classifications within the agreement.

Employees engaged in trades and maintenance functions in the following positions:

Shift Engineer, Electrician, Fitter, Plumber, Gas Fitters, Drain Layers, Painter, Carpenter, Builder, Boiler Attendant, Electronic/Electrical Technician, Maintenance Technicians or Controllers, Tradesperson, Trades Assistant, Maintenance Assistance, Handy Person, Stores Workers, replenishers, Supply Co-ordinators, (including Supervisors/Team-Leaders/Coordinators), Gardeners, Groundsperson, or the equivalent of any such work.

2.5 A new employee employed in a position covered by this agreement shall be employed under the terms and conditions of the agreement in accordance with Section 62 of the Employment Relations Act 2000.

2.6 At the time a new employee commences employment the employer will inform the employee:

That the Collective Agreement exists and covers work to be done by the employee; and

(i) That the employee may join E tū that is a party to the collective agreement; and

- That in any case, the employee will be offered the terms and conditions of the E tū MECA and will have 30 days to decide if they wish to join E tū or not.
- That in accordance with Section 63A of the Employment Relations Act be provided with an active choice (as per Appendix 3) form within 10 days of their employment starting, and
- will provide the employee with information on how to contact the E tū and appropriate union material that the union supplies to the employer for giving to new employees.

2.7 The employer will, within 40 days of the individual starting employment:

(i) (unless the employee objects on the returned active choice form) provide, subject to the DHBs privacy obligations, certain information about the

employee to E tū to enable follow up. Contact details (phone and email) will only be passed on where specifically authorised by an employee;

- (ii) provide the name and workplace of the employee only, when the employee does not return the active choice form

2.8 The orientation of a new employee shall include an introduction to the relevant union workplace delegate

3.0 Term

3.1 This Agreement shall come into force on 14.12.20 and expire on 16.04.23.

4.0 Variation

4.1 Any variation to this MECA shall be mutually agreed between all the parties and such variation shall be in writing and signed by all the parties (i.e. all Employers and the union) and subject to a majority vote of affected Union members as per the Unions rules.

5.0 Savings

5.1 Nothing in this agreement will operate to reduce the ordinary (TI) salary/hourly rate or conditions applying to an employee at the date of this agreement coming into force unless specifically agreed between the parties and recorded in writing.

6.0 Non – Waiver Understanding

6.1 Failure by either party to enforce any right or obligation with respect to any matter arising in connection with this agreement shall not constitute a waiver as to the matter, or any other matter, either then or in the future.

7.0 Definitions

“Annual base salary” – the hourly rate multiplied by 2086 for a full-time employee, pro rata for part time employees. Note the multiplier for Hawkes Bay, Taranaki, Tairāwhiti, Northland and Wairarapa DHB’s shall be 2080.

“Casual employee” means an employee who has no set hours or days of work and who is normally asked to work as and when required. Casual employees cannot be used to replace genuine permanent or temporary situations except to meet business requirements when no other alternative is available. Casuals are entitled to be paid in accordance with Clause 12

“Duty/shift” means a single, continuous period of work required to be given by an employee, excluding on-call and call-back. A duty shall be defined by a starting and finishing time. Duties shall be morning (AM), afternoon (PM) duties or night duties. When a major part of a duty falls on a particular day, the whole duty shall be regarded as being worked on that day.

“Employer” means the relevant district health board employing the particular employee.

“Employee” means any person employed by an employer whose position is covered by this Agreement.

“Full time employee” means an employee who works not less than the “ordinary” or “normal” hours set out under “hours of work” in this MECA.

“Night Duty” means any duty in which part of the duty is worked between midnight and 5:00am on any day of the week.

“Ordinary time” - T1 refers to the ordinary hourly rate of pay; and
T1.5 refers to one and a half times the ordinary hourly rate of pay; and
T2 refers to double the ordinary hourly rate of pay.

“Part-time employee” means an employee, who is employed on a permanent basis but works less than the ordinary or normal hours prescribed in this Agreement. Any wages and benefits, e.g. leave, will be pro rata according to the hours worked unless specifically stated otherwise in this Agreement.

“Relevant Daily Pay” – has the meaning as provided by the Holidays Act 2003.

“Continuous service” means any period of service with the same employer provided service is not broken by more than three calendar months or by reason of redundancy in which the employee has received redundancy compensation.

“Service”, except where otherwise defined in the applicable clause, means the current/continuous service with the employer (previously known as Hospital and Health Services, Crown Health Enterprises, Health Boards and Hospital Boards) and service with a hospital contractor that the employer has already recognised.

This definition cannot be operated to retrospectively claim service with a Hospital Contractor that is not already recognised.

“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.

“Temporary/Fixed Term Employee” means an employee employed on a full or part-time basis on reasonable grounds for a specified project, or event, or used to replace an employee who for some reason has taken extended leave. A temporary/fixed term employee shall be employed for a fixed term relating to either time or completion of the work task. There is no expectation of ongoing employment.

Note: Temporary/fixed term agreements must not be used to deny staff security of employment.

"Week" is defined as midnight Sunday/Monday to midnight Sunday/Monday, for the purpose of calculating the pay week and "fortnight" has a corresponding meaning involving two successive weeks.

"Day" means the period from midnight to midnight.

"Team Worker" is defined as a staff member employed to work as part of a multidisciplinary team to carry out a range of assigned unskilled or semi skilled work and periodically assist trades staff to provide efficient use of the trades persons time and resources.

8.0 Hours of Work

8.1 The ordinary hours of work shall be 40 per week, to be worked 8 consecutive hours per day between 6.00 am to 6.00 pm, Monday to Friday inclusive other than in the following situations:

- Canterbury DHB Stores and Shift engineers as per appendix 4.
- Tairawhiti DHB between 6:30am and 6:30pm, provided that the start time shall be varied by agreement only.

8.2 Where the employer requires employees to attend training courses or seminars the time so occupied shall be deemed to form part of their hours of work.

8.3 All hours worked are to be continuous except for meal period and rest breaks.

8.4 Each employee shall be entitled to two consecutive rostered days off in each 7-day period.

8.5 Additional travel

In the event an employee is asked to travel to a different location from their normal place of work agreement is required. Where the location is further than the distance from the worker's place of residence and normal workplace, they will be either be provided with a vehicle or paid mileage at the IRD rate for the increased mileage and they will travel time at the worker's applicable hourly rate for the additional travel time and mileage.

Where the employee travels from the normal place of work to a different worksite they will either be provided a vehicle or paid mileage at the IRD rate and they will travel time at the worker's applicable hourly rate for the travel time and mileage.

9.0 Uniform Change Time

9.1 Where an employee is required by the employer to wear a specific uniform/protective clothing in a particular area and is not permitted to wear that uniform/protective clothing other than within the precincts of the hospital, the employee shall be allowed

a period of six minutes, both at the commencement and cessation of each duty, as changing time.

10.0 Meal Breaks and Rest Periods

- 10.1 Except when required for urgent or emergency work and except as provided in 10.2 below, no employee shall be required to work for more than five hours continuously without being entitled to a meal break of not less than half an hour.
- 10.2 An employee unable to be relieved from work for an uninterrupted meal break shall be entitled to have a meal while on duty and this period shall be regarded as working time.
- 10.3 Except where provided for in 10.2 above an employee unable to take a meal after five hours, half-ordinary time shall be paid as a penalty payment (T.5) from the expiry of five hours until the time of taking the meal break in addition to the employees hourly rate.
- 10.4 Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, and the equivalent breaks for night duty where these occur during duty, shall be recognised as time worked. Wash up time is in addition to the 10 minute break.
- 10.5 During the meal break or rest breaks prescribed above, free tea, coffee, milk and sugar shall be supplied by the employer.
- 10.6 Meal and rest break lengths may be varied by local agreement between the parties, provided they do not fall beneath the minimum detailed in 10.1 and 10.4

11.0 Overtime

- 11.1 Overtime is time worked in excess of or outside the ordinary hours which are 8 hours per day between 6.00 am to 6.00 pm, or 40 hours per week Monday to Friday inclusive as set out in clause 8.1 above other than the agreed hours in appendix 4 for Canterbury DHB Stores and Shift engineers. All overtime must be authorised by the employer.
- 11.2 Overtime shall be paid at the rate of time and one half times the ordinary rate of pay (T1.5) for the first three hours and double the ordinary rate of pay (T2) for all overtime worked after this except on a public holiday where all overtime worked shall be paid at T2.
- 11.3 When overtime commences from the normal finishing time on one day and continues such that a nine hour break is not available before the next day's normal starting time, a break from work of nine hours without loss of ordinary pay may be taken, except in the case of an emergency, where work must continue for as long as possible or until the emergency is over when a nine hour break can be taken.

12.0 Call Backs

- 12.1 A call back is overtime and paid at the applicable overtime rate. An employee shall be paid for a minimum of three hours, or for actual working and travelling time, whichever is the greater. Except that where the employee is called and performs technical work of short duration, at home and is not required to physically attend the workplace the minimum shall be 1 hour or actual working time at the appropriate rate. The three hour minimum applies where the employee;
- (a) Is called back to work after completing the day's work and having left the place of employment; or
 - (b) Is called back before the normal time of starting work and does not continue working until such normal starting time.
- 12.2 Call-backs commencing and finishing within the minimum period covered by an earlier call back shall not qualify for payment. Where a call back commences before and continues beyond the end of the minimum period of a previous call back, the employee shall receive payment as if the employee had worked continuously from the beginning of the previous call back to the end of the later call back.
- 12.3 The employer shall either
- (a) Provide the employee with transport from the employee's place of residence to the institution where the employee is employed and to the place of residence from the institution; or
 - (b) Reimburse the employee the actual and reasonable travelling expenses incurred in travelling from the employee's place of residence to the institution and to the place of residence from the institution.
- 12.4 An employee called back to work before having a nine-hour break is entitled to a nine hour break after completion of a call back, without loss of ordinary pay.

13.0 Remuneration

- 13.1 The following minimum hourly rates of pay shall apply to the respective positions below:

Stores Workers and unqualified Gardeners/grounds-people

Grade		1-December-21	1-December-22
4	NZQA level 3	\$27.18	\$27.68
3	NZQA level 2	\$25.94	\$26.44
2	12 months service or relevant experience	\$24.58	\$25.08
1	Commencement	\$22.75	\$23.25

Supply Co-ordinator

Grade		1-December-21	1-December-22
4	NZQA level 3	\$27.68	\$28.18
3	NZQA level 2	\$26.44	\$26.94
2	12 months service or relevant experience	\$25.08	\$25.58
1	Commencement	\$23.00	\$23.50

Labourers and trades assistants

Grade		1-December-21	1-December-22
4	3 years service NZQA Level 3	\$29.18	\$29.68
3	NZQA Level 2	\$27.94	\$28.44
2	12 months service or relevant experience	\$26.58	\$27.08
1	Commencement	\$24.50	\$25.00

Non trades Supervisors

Grade		1-December-21	1-December-22
4	NZQA level 4	\$31.68	\$32.18
3	NZQA level 3	\$30.44	\$30.94
2	NZQA level 2	\$29.08	\$29.58
1	Commencement	\$27.00	\$27.50

Implementation and progression

On 1 December 2021 Employees without a relevant level 2 or 3 NZQU qualification will move onto grade 2 of the applicable wage scale above (or for stores workers the applicable Pay Equity rate whichever is the greater). Where moving to grade 2 (or the Pay Equity rate) doesn't provide a minimum increase of \$1800/annum they will move to the next step on the wage scale that does provide an increase of at least \$1800.

For clarity it is intended that the minimum increase paid to an employee from 1 December 2021 for the following 12 month period is \$1800.

13.2 Salary progression from grade 1 to grade 4 will be as per clause 13.4 below except that where an employee has not been supported to attain a relevant level 2 or 3 qualification within 12 months after the date of ratification they will move to the next grade in the applicable scale and every 12 months thereafter.

The parties to this agreement are committed to the value training and recognised qualifications provide to both the Employer and Employees and therefore are committed to working together to agree on a qualification's framework where appropriate.

Once adopted the necessary support the employer will provide employees to attain the relevant qualifications is outlined in Appendix 4

13.3 Designated NZQA Assessors or Trainers

Employees designated as NZQA Assessors or Trainers shall be paid a minimum of the step on the supervisors scale appropriate to their qualification/non-qualification, but only for the hours worked training or assessing enrolled trainees.

A NZQA Assessor or Trainer is somebody not in a supervisor or leadership role, who is qualified with an appropriate NZQA recognised qualification to train and assess the competencies of other employees against the relevant qualification requirements.

13.4 Progression once an agreed qualifications framework has been implemented

- (a) Where an employee, except a supervisor, commences employment (after the qualifications framework has been implemented) with no qualification she/he shall start on Grade 1 of the appropriate scale in sub-clause 13.1 above and will progress to Grade 2 after the completion of 12 months current continuous service.
- (b) New employees who start with a relevant qualification, but without 12 months service or relevant experience, will start on the grade below their qualification until they reach 12 months service or relevant experience.
- (c) Employees who successfully achieve a relevant qualification as attested by their NZQA record of learning, and who have less than 12 months service or relevant experience, will remain on their current grade and progress through to the appropriate qualification grade on their anniversary date.
- (d) Employees who successfully achieve a relevant qualification, as attested by their NZQA record of learning, and who have 12 months service or relevant experience, will move to the appropriate qualification grade immediately.
- (e) The date for "achieving" a qualification for the purposes of this Agreement will be the date recorded on the employee's NZQA record of learning.
- (f) The employer must take all reasonably practicable steps to ensure that an employee is able to attain a Level 2 NZQA qualification within the first 12 months of the employee's continuous employment with the employer and a

Level 3 NZQA qualification within the first 2 years of the employee's continuous employment with the employer.

Note: where a NZQA level 2 qualification is available, the DHB should provide it. If however the DHB chooses to instead provide a NZQA level 3 qualification only, this should be provided within the timeframes associated with a NZQA level 2 qualification.

- (g) All reasonable practicable steps" shall include the employer paying for the cost of the qualifications and implementing the 13 steps set out in Appendix four of this Agreement. It shall also include the parties to this Agreement introducing, where practicable, a learning representatives' system in the workplace to support employees to gain the qualifications.
- (h) Where a NZQA Qualification does not exist and the employer does not provide for a relevant qualification or training course in its place (that has been developed in conjunction with E tū), employees should progress to the next grade on their anniversary.
- (i) New employees who start with a relevant qualification, but without 12 months service or relevant experience, will start on the grade below their qualification until they reach 12 months service or relevant experience.

13.5 Notwithstanding the qualifications/salary framework that will operate for the majority of employees on appointment, the employer may place an employee on any step of the relevant scale taking into account the following factors:

- Previous work experience or other relevant work and life experience
- Degree of difficulty in recruiting specific skills and/or experience required.

13.6 Tradespeople and Technicians

- (a) The minimum salary rate for a qualified tradesperson and technician shall be \$66,800 from 1 December 2021 which is inclusive of the increase in 13.6 (d) below.
- (b) The minimum increase on paid and printed rates effective from 01.12.21 will be no less than \$1800.
- (c) The minimum increase on paid and printed rates effective from 01.12.22 will be no less than \$1800.
- (d) The current minimum range of printed rates for tradesperson and technicians (incorporating the increases above) are as set out below. No new employee in any occupational group will be commenced on a lower salary than that printed in the previous DHB SECA's where that rate was superior to the minimum salaries below.

Occupation	Minimum Salary Range per annum	
	1 – December 2021	1 – December 2022
Plumber	\$66,800 - \$72,863	\$68,600 - \$74,663
Maintenance Engineer/Maintenance technician	\$66,800 - \$89,196	\$68,600 - \$90,996
Shift Engineer	\$66,800 - \$86,428	\$68,600 – \$88,228
Mechanic	\$66,800 - \$86,350	\$68,600 - \$88,150
Electrician	\$66,800 - \$87,841	\$68,600 - \$89,641
Carpenter	\$66,800 - \$69,483	\$68,600 - \$71,283
Builder	\$66,800 – 73,432*	\$68,600 – \$75,232
Painter	\$66,800	\$68,600
fitter	\$66,800 - \$85,166	\$68,600 - \$86,966
Gas Fitter	\$66,800 - \$72,863	\$68,600 - \$74,663
Drain Layer	\$66,800 - \$72,863	\$68,600 - \$74,663
Technician	\$66,800 - \$79,368	\$68,600 - \$81,168
Qualified Gardener	\$66,800	\$68,600
Engineering Coordinator	\$66,800 - \$85,000	\$68,600 - \$86,800
Boiler Attendant	\$66,800 -	\$68,600 -
Supervisor/Team Leader/coordinator/controller	\$66,800 - \$86,800	\$68,600 - \$88,600
Manager	\$66,800 - \$85,331	\$68,600 - \$87,131

13.7 Market Rates

The parties agree to undertake a comprehensive review of market rates for similar Trades work. This review will inform the bargaining when the MECA is renegotiated in March/April 2023. The terms of reference is contained in Appendix 5 of this agreement.

13.8 Higher Duties

Any employee who at the request of the employer, is substantially performing, on a temporary basis, the duties and responsibilities of a higher graded employee shall be paid from the date upon which the higher graded duty commenced at the rate of the salary for the higher graded position. An employee being paid a higher rate for fulfilling higher graded duties shall revert to his/her normal salary at the completion of such duty.

13.9 Bridging – All Union members

A payment of \$100 per month to a maximum of 12 months will be paid from the expiry of each previous collective agreement (or review date where no previous collective agreement existed) through to 1 December 2021 for all Union members under the coverage of the agreement.

14.0 Allowances

14.1 Tool Allowance

Where the Employee and the Employer agree for the Employee to provide their own tools the Employee will be paid an allowance of 50 cents per hour. Where there is no agreement the tools will be provided the Employer. The tools shall be maintained in good order and shall be sufficient in the opinion of the Employer to efficiently carry out the work in a trades-like manner

The Employer will replace tools damaged or stolen through fire or burglary will replaced by the Employer.at work, including when on call. Both parties acknowledge that there is a shared responsibility for the security of the Employee's tools and will take reasonable precautions to prevent the loss or damage of the tools. The Employer may compensate the Employee or replace tools on a like for like basis.

Where existing conditions apply that are superior, they shall continue.

14.2 Where the employer supplies tools, the tools shall remain the property of the employer and be utilised for sole use in connection with DHB related job activities. Both parties acknowledge that there is a shared responsibility for the security of the employer's tools and will take reasonable precautions to prevent the loss or damage to the tools, including an employee reporting any missing tools to the Facilities and Engineering Manager of the DHB in a timely manner. Should employment cease for any reason then the supplied tools will be returned by the employee to the Facilities and Engineering Manager of the DHB prior to receiving final pay.

14.3 **Meal Allowance** — where an employee who works a full 8 hour duty and who is required to work more than one hour beyond the end of the duty (excluding any break for a meal) the employer shall either provide a meal or pay the employee a meal allowance of \$10.00

- 14.4 **On Call** - In the interests of healthy rostering practices, the parties agree that the allocation of on-call time should be spread as evenly as practicable amongst those required to participate in an on-call roster.
- (i) An employee instructed to be on call during normal off duty hours shall be paid an on-call allowance of \$4.04 per hour except on public holidays when the rate shall be \$6.06 per hour.
 - (ii) The on-call allowance is payable for all hours the employee is rostered on call including time covering an actual call out.
 - (iii) Unless by mutual agreement or in emergencies, no employee shall be required to remain on call for more than 40% of the employee's off-duty time in any three-weekly period. The parties agree that meeting the 40% objective is not practical in some smaller hospitals, in which case mutual arrangements that are currently in place will continue.
 - (iv) In services where the employer's operational requirements and staffing levels permit, employees working seven-day rosters should not be rostered on call on their rostered days off.
 - (v) An employee who is required to be on call and report on duty within 20 minutes, 30 minutes for Wairarapa DHB, shall have access to an appropriate locater or a cell phone.

15.0 Protective Clothing and Safety Equipment.

- 15.1 Suitable protective clothing and/or safety equipment, including footwear and glasses (with optically correct hardened lenses if required) shall be provided at the employer's expense where the work involves a risk of excessive soiling or damage to clothes or a risk of injury to the employee. The employer will require the employee to wear the supplied uniform/protective clothing/footwear and will launder such uniform/clothing. Uniforms and footwear may not be used by the employee outside of work hours, other than for work travel purposes.
- 15.2 All employees shall be either be provided with suitable footwear or given a voucher to allow them to purchase suitable footwear from designated footwear providers within agreed footwear ranges. The parties agree that suitable footwear is not expected to cost more than \$208 net per pair, it is also not the intention to reduce what is currently provided, and must be suitable, comfortable and fit for purpose. Orthotic insertions will be funded by the employer.
- 15.3 Except as otherwise specified in the document, all uniforms, protective clothing and footwear supplied by the employer shall remain the property of the employer and shall be replaced on a fair wear and tear basis. Uniforms, protective clothing and footwear shall be handed in on being supplied with a replacement, on termination of employment or at such other time as the Employer may require. For any uniforms, protective clothing and footwear not accounted for when requested for above, the employer may make a deduction from the employee's wages. The rate of deduction shall be the cost of the item not accounted for after due allowance has been made

for fair wear and tear and shall be agreed upon between the employer and the Union.

- 15.4 An employee shall be reasonably compensated for damage to personal clothing worn on duty, or reimbursed dry cleaning charges for excessive soiling to personal clothing worn on duty, provided the damage or soiling was not a result of the employee's negligence, or failure to wear the protective clothing provided. Each case shall be determined on its merits by the employer.
- 15.5 Where an employee is required in the course of their duties to be outside in bad weather, appropriate wet weather protective clothing and gumboots shall be made available by the employer.

16.0 Retiring Gratuities

- 16.1 Retiring Gratuities are available to employees who are retiring from employers where those provisions existed in Employment Agreements, which were in place prior to or after the commencement of this MECA. Those employer-specific provisions are attached as Appendix 4 to this MECA. All cut off and implementation dates expressed in those employer-specific provisions will continue to apply with each employer.

17.0 Reimbursements

17.1 Travelling Expenses and Incidentals

- (a) When travelling on employer business, the employee will be reimbursed for costs on an actual and reasonable basis on presentation of GST receipts.
- (b) Employees who are instructed to use their motor vehicles on employer business shall be reimbursed in accordance with the IRD mileage rates as promulgated from time to time.

- 17.2 General: In circumstances not addressed by this clause, any expenses incurred on behalf of the employer shall be reimbursed in accordance with individual employer policies.

18.0 Public Holidays

- 18.1 The following days shall be observed as public holidays:

New Year's Day

2 January

Waitangi Day

Good Friday

Easter Monday

ANZAC Day

Sovereign's Birthday

Labour Day

Christmas Day

Boxing Day

Anniversary Day (as observed in the locality concerned)

Matariki

18.2 The following shall apply to the observance of Waitangi Day, Anzac Day, Christmas Day, Boxing Day, New Year's Day or 2 January, where such a day falls on either a Saturday or a Sunday:

- (a) Where an employee is required to work that Saturday or Sunday the holiday shall, for that employee, be observed on that Saturday or Sunday and transfer of the observance will not occur. For the purposes of this clause an employee is deemed to have been required to work if they were rostered on duty, or on-call, called in to work or works overtime. They are not deemed to have been required to work if they were on-call but not called back to work.
- (b) If an employee is rostered on duty (i.e. does not apply to on-call work) on that Saturday or Sunday but does not work, they will be paid relevant daily pay for the day, and transfer of the observance will not occur.

Note: When the public holiday for the employee is observed on the Saturday or Sunday, the weekday is treated as a normal working day for that employee, subject only to the possible payment of weekend rates in accordance with clause 18.5 below.

- (c) Where an employee is not required to work that Saturday or Sunday, observance of the holiday shall be transferred to the following Monday and/or Tuesday in accordance with the provisions of Sections 45(1)(b) and (d) and 45 A(1)(b) of the Holidays Act 2003. For the purposes of this clause an employee is deemed NOT to have been required to work if they were NOT rostered on duty, or on-call, or were on-call but not called back to work, or did not work overtime.

18.3 In order to maintain essential services, the employer may require an employee to work on a public holiday when the public holiday falls on a day which, but for it being a public holiday, would otherwise be a working day for the employee.

18.4 When an employee works on a public holiday which would otherwise be a working day for the employee, they will be paid at time one (T1) in addition to the ordinary

hourly rate of pay, for each hour worked and they shall be granted an alternative holiday. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.

- 18.5 Should Christmas Day, Boxing Day, New Year's Day or 2 January fall on a Saturday or Sunday, and an employee is required to work (including being on call and called out, or working overtime) on both the public holiday and the week day to which the observance would otherwise be transferred, the employee will be paid in accordance with clause 18.4 for time worked on the public holiday and then at weekend rates for the time worked on the corresponding weekday. Only one alternative holiday will be granted in respect of each public holiday.
- 18.6 Should Waitangi Day or Anzac Day fall on a Saturday or Sunday, and an employee is required to work (including being on call and called out, or working overtime) on both the public holiday and the week day to which the observance would otherwise be transferred, the employee will be paid in accordance with clause 18.4 for time worked on the public holiday and then at ordinary rates for the time worked on the Monday. Only one alternative holiday will be granted in respect of each public holiday.
- 18.7 An employee who is on call on a public holiday but is not called in to work, shall be granted an alternative holiday, except where the public holiday falls on a Saturday or Sunday and its observance is transferred to a Monday or Tuesday which the employee is required to work, in which case an alternative holiday shall be granted in respect to the transferred day only and taken and paid as specified in the Holidays Act 2003.
- 18.8 Those employees who work a night shift which straddles a public holiday shall be paid at public holiday rates for those hours which occur on the public holiday and the applicable rates for the remainder of the shift. One alternative holiday shall apply in respect of each public holiday or part thereof worked.
- 18.9 Off duty day upon which the employee does not work:
- (a) Fulltime employees –
- (i) Where a public holiday falls on a rostered day off, and the employee does not work, they shall be granted an alternative holiday.
 - (ii) Where a public holiday falls on a weekend day, which is the employees day off, and the employee does not work, and the public holiday transfers under the Holidays Act to a Monday or Tuesday, which is also the employees day off, and the employee does not work, they shall be granted an alternative holiday. They shall be granted one alternative day only in respect of a public holiday.
 - (iii) Alternative holidays granted under this sub-clause are paid at T1 rate only.

- (b) Part-time employees –
Where a part-time employee's days of work are fixed, the employee shall only be entitled to public holiday provisions if the day would otherwise be a working day for that employee.

Where a part-time employee's days are not fixed, the employee shall be entitled to public holiday provisions if they worked on the day of the week that the public holiday falls more than 40 % of the time over the last three months. Payment will be relevant daily pay.

18.10 Public holidays falling during leave:

- (a) Leave on pay
When a public holiday falls during a period of annual leave, sick leave on pay or special leave on pay, an employee is entitled to that holiday which is not debited against such leave.
- (b) Leave without pay
An employee shall not be entitled to payment for a public holiday falling during a period of leave without pay (including sick or military leave without pay) unless the employee has worked during the fortnight ending on the day on which the holiday is observed. Payment shall be in accordance with the Holidays Act
- (c) Leave on reduced pay
An employee, during a period on reduced pay, shall be paid at the relevant daily pay for public holidays falling during the period of such leave."

19.0 Annual Leave

- 19.1 Casual employees shall be paid 8% of gross taxable earnings in lieu of annual leave to be added to the salary paid for each engagement. No other parts of this clause apply to casual staff.
- 19.2 Employees other than casuals, shall be entitled to 4 weeks annual leave paid in accordance with the Holidays Act 2003 and subject to the other provisions of this clause, except that on completion of 5 years recognized current continuous service the employee shall be entitled to 5 weeks annual leave. For the purposes of this clause "current continuous service" shall be either any continuous service with any DHB or its predecessors, which has not been broken by an absence of more than three months. However, where the employee remains engaged on related work or study whilst absent, the period of three months shall extend to twelve months.
- 19.3 The term "leave year" means the year ending with the anniversary date of the employee's appointment.
- 19.4 The timing of annual leave will be agreed between the employer and employee taking into account the needs of the employer and employee, and recognising the taking of annual leave maybe restricted at peak times of the year as long as the

employee is able to take at least two weeks annual leave as a continuous period, at another stage during the year if requested.

- 19.5 The employer may permit all or part of the annual leave accruing in respect of a leave year to be postponed to the next following year but the annual leave entitlement at any one time shall not exceed the total of annual leave accruing in respect of two leave years.
- 19.6 Providing that where an employee is on continuous leave without pay due to illness or accident the employee will be permitted to take or accumulate leave for up to two years. After this an employee will not qualify for any further period of leave until duty is resumed.
- 19.7 When an employee ceases duty, salary shall be paid for accrued annual leave and the last day of service shall be the last day of duty.
- 19.8 The provisions of the Parental Leave and Employment Protection Act 1987 shall apply in relation to annual leave when an employee takes a period of parental leave or returns to work from parental leave in accordance with clause 23 of this Agreement
- 19.9 Conditions
1. Annual leave may be granted in one or more periods in accordance with the Holidays Act 2003, the employee shall be given the opportunity to take two weeks leave at one time.
 2. An employer may allow an employee to take an agreed portion of the employee's annual holiday entitlement in advance.
 3. Annual leave is to be taken within 12 months of entitlement becoming due; In special circumstances the employer may allow an employee to accrue annual leave to a maximum of two years entitlement.

20.0 Sick Leave

- 20.1 On appointment to a DHB a full-time employee shall be entitled to ten (10) working days paid sick leave for the first 12 months of employment. For each subsequent 12 months he/she shall be entitled to a further ten working days.

In accordance with the Holidays Act the first ten days sick leave in each year shall be paid at relevant daily pay. Additional contractual or discretionary sick leave that is taken or approved shall be paid at the employee's normal rates of pay (T1 only).

- 20.2 Employees can accumulate their entitlement up to a maximum accumulation of 120 working days.

- 20.3 Service for the purposes of this clause shall mean “current continuous service” except that any employee employed as at 1 July 2007 shall retain their current service date recognised by the employer in respect to sick leave.
- 20.4 The Employer may require a medical certificate for sick leave of three or more consecutive calendar days, whether or not the days would otherwise have been working days for the Employee.
- 20.5 An Employee shall notify the Employer prior to the commencement of their shift on any day of absence due to illness.
- 20.6 An employee may take sick leave if
- (i) The employee is sick or injured;
 - (ii) The employee’s spouse is sick or injured;
 - (iii) A person who depends upon the employee for care is sick or injured.
- 20.7 Sick Leave in Relation to Annual Leave
- (a) When sickness occurs during annual leave the employer shall permit the period of sickness to be debited against sick leave entitlement, except where the sickness occurs during leave following relinquishment of offices, provided;
 - (b) The employee produces a medical certificate, showing the nature and duration of the illness.
- 20.8 In the event an employee has no entitlement left they are entitled to apply for up to ten (10) days discretionary leave per annum. The employer recognizes that discretionary sick and domestic leave is to ensure the provision of reasonable support to staff that have to be absent from work where their entitlement is exhausted.
- (i) The first five (5) days of discretionary leave shall be approved on the same basis as leave under clause 21.1.
 - (ii) In considering the next five (5) days of discretionary leave the employer shall take into account the following:
 - The employee’s length of service
 - The employee’s attendance record
 - The consequences of not providing the leave
 - Any unusual and/or extenuating circumstances

The parties agree that extenuating circumstances will include instances where an employee has exhausted their sick leave entitlement as a result of top-ups to earnings related to compensation in accordance with Clauses 31.1 or 31.2

Requests should be considered at the closest possible level of delegation to the employee in the quickest time possible. Reasons for a refusal shall, when requested by the employee, be given in writing and before refusing a request, the decision maker is expected to seek appropriate guidance.

- 20.9 Casual Employees - Employees who work no less than at least an average of 10 hours per week over a 6 month period and no less than one (1) hour in every week during that period or no less than 40 hours in every month in that period shall be entitled to sick leave as provided for in clauses 20.1.

Until 2 August 2022, where a part-time employee has used their sick leave, on a case by case basis, a calculation comparing actual hours versus contracted hours will be done and if additional sick leave is the result, it will be granted. Calculation is based on the anniversary of the employee's start date.

- 20.10 Where an employee is suffering from a minor illness arising out of or in the course of their employment, which could have a detrimental effect on the patients, or other staff in the employer's care, employers may at its discretion, either:

- (i) Place the employee on suitable alternative duties; or
- (ii) Direct the employee to take leave on payment at base rates (T1 only) for not more than eight days in any one year, in addition to the normal entitlement to sick leave.

Note: Any superior sick leave provisions recorded in a DHB Appendix will apply.

21.0 Long Service Leave

- 21.1 (a) Employees shall be entitled to long service leave of one week upon completion of each five-year period of recognised service as per clause 7.

- (i) Special holidays provided for in sub-clause (a) of this clause shall be taken and paid for in the same manner as for annual holidays under the Holidays Act 2003 and may be taken on one period as shall be fixed by the Employer after agreement with the Employee.
- (ii) If the Employee, having become entitled to a special holiday, leaves his or her employment before such holiday has been taken, he or she shall be paid in the same manner as for annual holidays under the Holidays Act 2003.

- 21.2 In the event of the death of an employee who was eligible for long service leave but has not taken the leave, any monies due will be paid to the deceased estate.

- 21.3 Leave without pay in excess of three months taken on any one occasion will not be included in the 5 year qualifying period, with the exception of Parental Leave
- 21.4 The employer shall pay out any long service leave (that any employee qualifies for under Clause 19.2) to which the employee has become entitled but has not taken upon cessation of employment.
- 21.5 Employees employed by a DHB prior to the commencement of this agreement will remain on the long service leave provisions in the as applicable previous agreement as outlined in Appendix 4 until such entitlement is exhausted after which sub-clause 21.1(a) applies.
- 21.6 An employee covered by clause 21.5 may choose to opt into the provision of sub-clause 21.1(a) earlier, provided this opt-in process is completed within 3 months from the date of ratification of this MECA. Where an employee chooses to opt into the provision in 21.1(a) they will receive the become entitled to the long service leave as prescribed and the previous entitlement will cease.

22.0 Bereavement Leave

- 22.1 The employer shall approve special bereavement leave on pay for an employee to discharge any obligation and/or to pay respects to a tupapaku/deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent). The length of time off shall be at the discretion of the employer and should not be unreasonably withheld and will not in any case be less than the entitlement provided under the Holidays Act 2003.

Bereavement Leave shall include miscarriage or still-birth as per s.69 (2) (c-d) of the Holidays Act 2003.

- 22.2 If a bereavement occurs while an employee is absent on annual leave, sick leave on pay or any other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of clause 22.1 above. This provision will not apply if the employee is on leave without pay.
- 22.3 In granting time off therefore, and for how long, the employer must administer these provisions in a culturally appropriate manner, especially in the case of Tangihanga (including hura kohatu/unveiling).
- 22.4 The employer agrees that on application, it may be appropriate, to grant leave with or without pay in order to accommodate overseas travel or other various special bereavement needs not recognised in clause 22.1 above.

23.0 Parental Leave

- 23.1 Statement of principle - The parties acknowledges the following provisions are to protect the rights of employees during pregnancy and on their return to employment following parental leave.
- 23.2 Entitlement and eligibility - provided that the employee assumes or intends to assume the primary care of the child born to or adopted by them or their partner, the entitlement to parental leave is:
- (i) In respect of every child born to them or their partner.
 - (ii) In respect of every child up to and including six years of age, adopted by them or their partner.
 - (iii) Where two or more children are born or adopted at the same time, for the purposes of these provisions the employee's entitlement shall be the same as if only one child had been born or adopted.
- 23.3
- (i) Parental leave of up to 12 months is to be granted to employees with at least one year's service at the time of commencing leave.
 - (ii) Parental leave of up to six months is to be granted to employees with less than one year's service at the time of commencing leave. Provided that the length of service for the purpose of this clause means the aggregate period of service, whether continuous or intermittent, in the employment of the employer.
 - (iii) The maximum period of parental leave may be taken by either the employee exclusively or it may be shared between the employee and their partner either concurrently or consecutively. This applies whether or not one or both partners are employed by the employer.
- 23.4 In cases of adoption of children of less than six years of age, parental leave shall be granted in terms of 23.2 and 23.3 above, providing the intention to adopt is notified to the employer immediately following advice from the appropriate services to the adoptive applicants that they are considered suitable adoptive parents. Subsequent evidence of an approved adoption placement shall be provided to the employer's satisfaction.
- 23.5 Employees intending to take parental leave are required to give at least one month's notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner or midwife certifying the expected date of delivery. The provision may be waived in the case of adoption.
- 23.6 The commencement of leave shall be in accordance with the provisions of the Parental Leave and Employment Protection Act 1987.
- 23.7 An employee absent on parental leave is required to give at least one month's notice to the employer of their intention to return to duty. When returning to work the employee must report to duty not later than the expiry date of such leave.

Note: It is important that employees are advised when they commence parental leave that, if they fail to notify the employer of their intention to return to work or resign, they shall be considered to have abandoned their employment.

23.8 Parental leave is not to be granted as sick leave on pay.

23.9.1 Job protection

Subject to 23.10 below, an employee returning from parental leave is entitled to resume work in the same position or a similar position to the one they occupied at the time of commencing parental leave. A similar position means a position:

- (i) at the equivalent salary, grading;
- (ii) at the equivalent weekly hours of duty;
- (iii) in the same location or other location within reasonable commuting distance; and
- (iv) involving responsibilities broadly comparable to those experienced in the previous position.

23.9.2 Where applicable, employees shall continue to be awarded increments when their incremental date falls during absence on parental leave.

23.9.3 Parental leave shall be recognised towards service-based entitlements, i.e. annual leave and sick leave.

23.10.1 The employer must, as a first preference, hold the employee's position open or fill it temporarily until the employee's return from parental leave. In the event that the employee's position is a "key position" (as defined in the Paid Parental Leave and Employment Protection Amendment Act 2002), the employer may fill the position on a permanent basis.

23.10.2 Where the employer is not able to hold a position open, or to fill it temporarily until an employee returns from parental leave, or fills it permanently on the basis of it being a key position, and, at the time the employee returns to work, a similar position (as defined in 23.9.1 above) is not available, the employer may approve one of the following options:

- (i) an extension of parental leave for up to a further 12 months until the employees previous position or a similar position becomes available; or
- (ii) an offer to the employee of a similar position in another location (if one is available) with normal transfer expenses applying; if the offer is refused, the employee continues on extended parental leave as in 23.10.2.(i) above for up to 12 months; or
- (iii) the appointment of the employee to a different position in the same location, but if this is not acceptable to the employee the employee shall continue on

extended parental leave in terms of 23.10.2 (i) above for up to 12 months: provided that, if a different position is accepted and within the period of extended parental leave in terms of 23.10.2, the employee's previous position or a similar position becomes available, then the employee shall be entitled to be appointed to that position; or

- (iv) where extended parental leave in terms of 23.10.2.(ii) above expires, and no similar position is available for the employee, the employee shall be declared surplus under clause 40.3 of this agreement.

- 23.11 If the employee declines, the offer of appointment to the same or similar position in terms of sub clause 23.9.1 above, parental leave shall cease.
- 23.12 Where, for reasons pertaining to the pregnancy, an employee on medical advice and with the consent of the employer, elects to work reduced hours at any time prior to confinement, then the guaranteed proportion of full-time employment after parental leave shall be the same as that immediately prior to such enforced reduction in hours.
- 23.13 Parental leave absence filled by temporary appointee - If a position held open for an employee on parental leave is filled on a temporary basis, the employer must inform the temporary appointee that their employment will terminate on the return of the employee from parental leave.
- 23.14 Employees on parental leave may from time to time and by agreement, work occasional duties during the period of parental leave and this shall not affect the rights and obligations of either the employee or the employer under this clause.
- 23.15 Paid Parental Leave – Where an employee takes parental leave under this clause, meets the eligibility criteria in 23.2 (i.e. they assume or intend to assume the primary care of the child), and is in receipt of the statutory paid parental leave payment in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 the employer shall pay the employee the difference between the weekly statutory payment and the equivalent weekly value of the employee's base salary (pro rata if less than full-time) for a period of up to 14 weeks.

The payment shall be made at the commencement of the parental leave and shall be calculated at the base rate (pro rata if appropriate) applicable to the employee for the six weeks immediately prior to commencement of parental leave.

The payment shall be made only in respect of the period for which the employee is on parental leave and in receipt of the statutory payment to a maximum of 14 weeks.

Where 23.3(ii) applies and both partners are employed by the DHB, the paid parental leave top up will be made to only one employee, being the employee who has primary care of the child.

24.0 Domestic Violence Leave

The employer is committed to supporting staff who experience family violence, and staff seeking to address their issues with violence as and when occurrence of the violence is raised with the employer.

In accordance with the Employment Relations Act 2000, the Holidays Act 2003 and the Human Rights Act 1993, employees affected by family violence are entitled to:

- Take up to 10 days paid family violence leave after six months' of current continuous employment;
- Request flexible working arrangements; and
- Be free from discrimination in the workplace on the basis that they have experienced family violence

To further support the employee the DHB will provide access to counselling via the local EAP programme

In addition, any staff member experiencing family violence should talk to their manager or Human Resources Department regarding the support available under the DHB's Family Violence (or equivalent) policy

25.0 Jury Service/Witness Leave

24.1 Employees called on for jury service are required to serve. Where the need is urgent, the Employer may apply for postponement because of particular work needs, but this may be done only in exceptional circumstances.

24.2 Jury service leave will be granted on pay and the employee is to pay the fees received from the Court to the employer but may retain expenses.

24.3 Where leave on pay is granted, it is only in respect of time spent on jury service, including reasonable travelling time. Any time during normal working hours when the employee is not required by the Court, the employee is to report back to work where this is reasonable and practicable.

24.4 Where an employee is required to be a witness in a matter arising out of his/her employment, he/she shall be granted paid leave at the salary rate consistent with their normal rostered duties. The employee is to pay any fee received to the Employer but may retain expenses.

25.0 Policies and Procedures

25.1 All employees covered by the Agreement shall comply with the employer's policies and procedures in force from time to time, to the extent that such policies and procedures are not inconsistent with the terms and conditions of this Agreement.

- 25.2 The union will be consulted regarding any addition/amendments to those policies and procedures where such additions/amendments have a material effect on employees' conditions of employment.
- 25.3 **Leave without Pay** - All employees may apply for leave without pay, providing that such leave is mutually agreed between the employer and the employee and is in accordance with the employer's policy on leave without pay.
- 25.4 Insurance protection for employees travelling on work related business is provided in accordance with the employer's insurance policy.

26.0 Employment Relations Education Leave

- 26.1 The Employer shall grant leave on pay for employees covered by this MECA to attend courses authorised by E tū to facilitate the employee's education and training as employee representatives in the workplace.
- 26.2 The numbers of days education leave granted is based on the following formula

Number of FTE employees	Number of days per annum
1-5	3
6-50	5
51-280	1 day for every 8 FTE or part of that number
281 or more	35 days plus 5 days for every 100 FTE or part of that number that exceeds 280

Note: FTE means Full time Equivalent Eligible Employees

- 26.3 For the purposes of calculating the number of full-time equivalent eligible employees employed by an employer
- (a) an eligible employee who normally works 30 hours or more during a week is to be counted as 1
 - (b) an eligible employee who normally works less than 30 hours during a week is to be counted as one-half
- 26.4 E tū shall send a copy of the programme for the course and the name of employees attending at least 20 consecutive days prior to the course commencing.
- 26.5 The granting of such leave shall not be unreasonably withheld taking into account continuing service needs.
- 26.6 The provision of Part 7 of the Employment Relations Act 2000 shall apply where any provision or entitlement is not provided for or is greater than specified above.

27.0 Right of Entry

27.1 The authorised union representative shall be entitled at all reasonable times to be upon the employer's premises for purposes related to the employment of its members and/or the union's business, in accordance with Sections 19 and 20 of the Employment Relations Act 2000.

28.0 E Tū Meetings

28.1 Union members shall be entitled to up to a total of 4 hours leave per calendar year (each meeting is a maximum of 2 hours duration) on ordinary pay to attend meetings authorised by the union providing the following conditions are fulfilled.

28.2 The union shall give the employer at least 14 days' notice of the date and time of any union meeting to which clause 28.1 is to apply.

28.3 The union shall make such arrangements with the employer as may be necessary to ensure that the employer can maintain their business during any union meeting, including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the employer's operation to continue.

28.4 Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any union member for a period greater than two hours in respect of any meeting.

28.5 Only union members who actually attend a union meeting during their working hours shall be entitled to pay in respect of that meeting and to that end the union shall supply the employer with a list of members who attended and shall advise the employer of the time the meeting finished.

Note: The provisions of these clauses (28.1 - 28.5) are inclusive of any entitlements provided by the Employment Relations Act 2000.

29.0 E Tū Delegate Workplace Representatives

29.1 The employer accepts that employee job delegates are the recognised channel of communication between the union and the employer in the workplace.

- (i) Accordingly paid time off (at ordinary time rates T1) shall be allowed for recognised employee delegates to attend meetings with management, consult with union members, and other recognised employee job delegates and union officials, to consult and discuss issues such as management of change, staff surplus, and representing employees.
- (ii) Prior approval for such meetings shall be obtained from management. Such approval shall not be unreasonably withheld. The amount of paid time off and facilities provided shall be sufficient to enable delegates and Convenors of delegates (where these positions exist) to give adequate consideration to the issues in the workplace.

- (iii) Where recognised workplace activities are required outside working hours, delegates may at the employer's sole discretion be paid at ordinary rates or granted time in lieu on a time for time basis
- (iv) The Employer may agree to the release on unpaid leave of a delegate who is seconded to work for the Union for an agreed period of time.
- (v) Delegates shall, on request, be supplied by the Employer with a notice board or part thereof in the workplace that is reserved for the display of union notices and information.

29.2 "Local BAG"-The employer supports delegate's attendance at local Bipartite Action Group meetings providing service requirements can be met. The union will advise the DHB annually the name of the delegates who wish to attend Local BAG meetings and update replacements as they occur. The employer will be supportive in releasing these delegates.

30.0 Health and Safety

30.1 The employer shall comply with the provisions of the Health and Safety At Work Act 2015 and subsequent amendments concerning safety, health and welfare matters. The parties to this agreement agree that employees should be adequately protected from any safety and health hazard arising in the workplace. All reasonable precautions for the health and safety of employees shall be taken. The parties agree to comply with the Employee Participation Agreement in each District Health Board.

30.2 It shall be the responsibility of the employer to ensure that the workplace meets required standards and that adequate and sufficient safety equipment is provided.

30.3 It shall be the responsibility of every employee covered by this agreement to work safely and to report any hazards, accidents or injuries as soon as practicable to their supervisor.

30.4 It is a condition of employment that safety equipment and clothing required by the employer is to be worn or used by the employee and that safe working practices must be observed at all times.

30.5 Attention is also drawn to the employer's policies and procedures on health and safety.

30.6 The employer recognises that to fulfil their function health and safety delegates require adequate training, paid time and facilities.

30.7 The parties to this agreement recognise that effective health and safety committees are the appropriate means of providing consultative mechanisms on health and safety issues in the workplace.

30.8 No employer shall require any employee to lift, carry or move unaided any load so heavy that its lifting, carriage or movement would be likely to injure the employee.

- 30.9 In designated noise hazard areas suitable ear protection shall be provided for and worn by employees in accordance with legislative standards. An employee who is required to regularly work in a designated noise hazard shall undergo audiometric tests annually at the employer's expense for so long as the employee continues to be employed in such an area. The testing shall be undertaken during normal working hours.
- 30.10 Employees shall be instructed in fire safety procedures. Employees may also be instructed in fire-fighting methods and in the use of fire-fighting appliances and the location of fire escapes.
- 30.11 The employer shall ensure that no employee shall be required to undertake any work without proper instruction as to the dangers likely to arise in connection with that work and appropriate training as to the precautions to be taken to avoid those dangers. An employee's knowledge and experience may be taken into account in determining the nature of the training given.

31.0 Accidents

- 31.1 Transport of injured employees – Where the accident is work-related and the injury sustained by the employee necessitates immediate removal to a hospital, or to a medical practitioner for medical attention and then to their residence or a hospital, or to their residence (medical attention away from the residence not required), the employer is to provide or arrange for the necessary transport, pay all reasonable expenses for meals and lodging incurred by or on behalf of the employee during the period she/he is transported, and claim reimbursement from ACC.
- 31.2 Where an employee is incapacitated as a result of a work accident, and that employee is on earnings related compensation, the employer agrees to supplement the employee's compensation by 20% of base salary during the period of incapacitation and this is debited against the employee sick leave where the employee agrees to and maintains where practicable a rehabilitation plan. The employer may agree to reimburse employees for treatment and other expenses or for financial disadvantage incurred as a result of a work-related accident.
- 31.3 For non-work-related accidents, where the employee agrees to and maintains where practicable a rehabilitation plan and requests, the employer shall supplement the employee's compensation by 20% of base salary and debited against the employee's Sick Leave.

32.0 Leave to Attend Meetings

- 32.1 The Employer shall grant paid leave (at ordinary rates T1) to Employees required to attend formal meetings of any statutory registration body that the employee is required to be certified by in order to undertake their contracted duties; except where the matter arises out of employment with another employer.

32.2 Paid leave shall also be granted where an Employee is required to attend meetings of Boards or Statutory Committees provided that the appointment to the Board or Committee is by ministerial appointment.

32.3 Any remuneration received by the Employee for the period that paid leave was granted shall be paid to the Employer.

33.0 Payment of Wages

33.1 Employees will be paid fortnightly or weekly in arrears by direct credit. Where employees are currently paid weekly, such employees have an entitlement to continue weekly pay. Where errors have occurred as a result of employer action or inaction, corrective payment must be made within one working day of the error being brought to the employer's attention.

33.2 Where an employee has taken leave in advance of it becoming due, and the employee leaves before the entitlement has accrued, the employer will deduct the amount owing in excess of entitlement from the employee's final pay.

33.3 Any monies agreed, as being owed by the employee to the employer upon termination will be deducted from the employee's final pay.

33.4 The employees shall complete timesheets as required by the employer. Wherever practicable any disputed items shall not be changed without first referring it to the affected employee.

33.5 Overpayment Recovery Procedures: Attention is drawn to the Wages Protection Act 1983. The provisions of this Act, or any amendment or Act passed in substitution for this Act, shall apply.

33.6 The employer shall use its best endeavours to direct credit payment of wages into the employee's bank account one clear day prior to a public holiday.

34.0 Termination of Employment

34.1 Either the Employer or Employee may terminate the employment agreement with two weeks written notice or as otherwise negotiated with the employer. Agreement for a shorter notice period will not be unreasonably withheld. When the agreed notice is not given, the unexpired notice may be paid or forfeited by the party failing to give the agreed notice.

34.2 This shall not prevent the employer from summarily dismissing any employee without notice for serious misconduct or other good cause in accordance with the employer's disciplinary procedures and/or rules of conduct.

34.3 Abandonment of Employment- An employee absent from work for three (five at HBDHB) consecutive working days without notification to the employer or without appropriate authorisation from the employer will be considered by the employer as having terminated their employment without notice; unless the employee is able to

show they were unable to fulfil their obligations under this section through no fault of their own. The employer will make reasonable efforts to contact the employee during the three days period of unnotified absence.

35.0 Deduction of Union Fees

35.1 The employer will deduct union fees from the wages of E tū members when authorised in writing by members and shall remit such monies to the Union after each pay period. The monies will be paid by direct credit to the Union's bank account, with an identifying reference. The employer shall after each pay period forward to the Union via email an electronic schedule in a csv or excel format detailing the name of the employee, value of deduction, site and details of the period covered by the remittance.

36.0 Family Friendly Practices

The employer recognises the importance of family friendly practices in the workplace and will work with the union to develop an environment where family friendly policies are practised.

36.1 Reappointment after Absence due to Childcare

36.1.1 Employees who resign to care for a dependant pre-school child or children may apply to their former employer for preferential re-appointment.

36.1.2 The total period of childcare absence allowed is four years plus any increases in lieu of parental leave. Longer absence renders a person ineligible for preferential appointment.

36.1.3 The employer shall make every effort to find a suitable vacancy for eligible applicants as soon as their eligibility for preferential re-entry is established. Appointment to a position may be made at any time after the original notification of intention to return to work, provided the appointee agrees.

36.1.4 Absence for childcare reasons will interrupt service but not break it.

36.1.5 The period of absence will not count as service for the purpose of sick leave, annual leave, retiring leave or gratuities, long service leave or any other leave entitlement.

36.1.6 Employees do not have a right of review against their non-appointment.

36.2 **Childcare Facilities** - The parties recognise the importance of good quality childcare facilities being readily available to employees, and support present childcare facilities arrangements. Employers are encouraged to provide facilities for mothers to feed new born infants.

37.0 Indemnity

- 37.1 The employer undertakes to indemnify employees against actions taken against them by persons suffering damage as a result of acts or omissions of the employee while acting in the course of his or her employment.
- 37.2 The indemnity shall not apply to any employee acting outside the course of his or her employment and will not extend to dishonest, fraudulent, negligent, malicious or criminal acts.
- 37.3 The employer may impose reasonable conditions on its consent to cover legal costs and expenses.

38.0 Harassment Prevention

38.1 Employees should refer in the first instance to the provisions and procedures specified in the employer's Harassment Policy. The employee's attention is also drawn to clause 39 Resolution of Employment Relationship Problems. Harassment can take many forms, including sexual harassment, bullying, racial harassment, violence, and other forms of intimidating behaviour.

38.2 Sexual harassment is verbal or physical behaviour of a sexual nature, which is unwelcome to the receiver and is embarrassing or intrusive. It affects morale, work effectiveness and the right to enjoy a good working environment. Some types of behaviour constituting sexual harassment are listed below:

- (a) Type of behaviour
 - (i) sex-orientated jibes or abuse;
 - (ii) offensive gestures or comments;
 - (iii) unwanted and deliberate physical contact;
 - (iv) requests for sexual intercourse, including implied or overt promises for preferential treatment or threats concerning present or future employment status.
- (b) Where it may occur
 - (i) among co-workers;
 - (ii) where a supervisor uses position and authority to take sexual advantage of another employee or to control or affect the career, salary or job of that employee;
 - (iii) in dealing with members of the public.
- (c) Responsibilities for supervisors and complainants when dealing with sexual harassment:

- (i) It is the responsibility of the employer to maintain a work environment free of unwelcome behaviour and to provide a mechanism for reporting sexual harassment, ensuring a fair investigation and avoiding reprisals against the complainant;
- (ii) Care is to be taken during the investigation of any complaint of sexual harassment and afterwards to prevent any disadvantage to the complainant and care must also be taken to protect the position of other parties if the complaint is found to be unwarranted.
- (iii) The employer relies on supervisors at all levels to facilitate and encourage proper standards of personal and ethical conduct in the workplace.

38.3 Sexual harassment complaints must be taken seriously and handled with sensitivity and impartiality. Behaviour, words and gestures have different meanings in different cultures. What may be acceptable in one culture may not be in another. This needs to be taken into account in the workplace.

38.4 Guidelines for Supervisors are available in the employer's policies and protocols. Human Resources can be contacted for guidance on harassment issues and complaints,

38.5 Racial Harassment - an employee is racially harassed if the employee's employer or a representative of the employer uses language (whether written or spoken), or visual material, or physical behaviour that directly, or indirectly:

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

39.0 Resolution of Employment Relations Problems

An "employment relationship problem" includes:

- (a) A personal grievance
- (b) A dispute
- (c) Any other problem relating to or arising out of the employment relationship but does not include any problem with negotiating new terms and conditions of employment.

Where an Employment Relationship Problem arises the parties will in the first instance seek to resolve it between the immediately affected parties. Further to this:

- (a) The employee is entitled to seek representation at any stage during the process. Help with an employment relations problem is available from within the workplace (employee manager) or outside the workplace (MBIE - Ministry of Business, Innovation, and Employment 0800 800 863), or a union, an advocate or a lawyer.
- (b) If the matter is unresolved either party is entitled to seek mediation from the MBIE or refer the matter to the Employment Relations Authority. (Both mediation and investigation by the Authority are services available for the resolution of employment relationship problems.)

A “personal grievance” means a claim that an employee:

- (a) has been unjustifiably dismissed; or
- (b) has had his/her employment, or his/her conditions of employment, affected to his/her disadvantage by some unjustifiable action by the employer; or
- (c) has been discriminated against his/her employment; or
- (d) has been sexually harassed in his/her employment; or
- (e) has been racially harassed in his/her employment; or
- (f) has been subjected to duress in relation to union membership.

If the employment relationship problem is a personal grievance, the employee must raise the grievance with the employer within a period of 90 days beginning with the date on which the action alleged to amount to a personal grievance occurred or came to the notice of the employee, whichever is the latter.

Where any matter comes before the Authority for determination, the Authority must direct the matter to mediation in the first instance. Where mediation has failed or been deemed inappropriate in the circumstances, the Authority will then have the power to investigate the matter. If the employment relationship problem relates to discrimination or sexual harassment, services available for the resolution of the problem include either application to the Authority for the resolution of this grievance or a complaint under the Human Rights Act 1993, but not both.

40.0 Industrial Democracy

For collective multi DHB management of change process refer appendix one.

40.1 Management of Change

- 40.1.1 The parties to this collective agreement accept that change in the health service is necessary in order to ensure the efficient and effective delivery of health services.

They recognise a mutual interest in ensuring that health services are provided efficiently and effectively, and that each has a contribution to make in this regard.

- 40.1.2 Regular consultation between the employer, its employees and the union is essential on matters of mutual concern and interest. Effective communication between the parties will allow for:
- (i) improved decision making
 - (ii) greater cooperation between employer and employees; and
 - (iii) a more harmonious, effective, efficient, safe and productive workplace.
- 40.1.3 Therefore, the parties commit themselves to the establishment of effective and ongoing communications on all employee relations matters,
- 40.1.4 The employer accepts that employee delegates are a recognised channel of communication between the union and the employer in the workplace.
- 40.1.5 Prior to the commencement of any significant change to staffing, structure or work practices, the employers will identify and give reasonable notice to employees who may be affected and to the E tū to allow them to participate in the consultative process so as to allow substantive input.
- 40.1.6 Reasonable paid time off at T1 shall be allowed for employee delegates to attend meetings with management and consult with employees to discuss issues concerning management of change and staff surplus.
- 40.1.7 Prior approval of such meetings shall be obtained from the employer and such approval shall not be unreasonably withheld.
- 40.1.8 The parties agree that meetings will occur regularly between management and E tū delegates. These meetings will enable effective operational and strategic communication and resolution of issues. Each employer shall establish and/or continue the relevant arrangements in existence at the commencement of this Agreement.
- 40.2 Consultation
- 40.2.1 Consultation involves the statement of a proposal not yet finally decided upon, listening to what others have to say, considering their responses and then deciding what will be done. Consultation clearly requires more than mere prior notification.
- 40.2.2 The requirement for consultation should not be treated perfunctorily or as a mere formality. The person (s) to be consulted must be given sufficient opportunity to express their view or to point to difficulties or problems. If changes are proposed and such changes need to be preceded by consultation, the changes must not be made until after the necessary consultation as taken place.

- 40.2.3 Both parties should keep open minds during consultation and be ready to change. Sufficiently precise information must be given to enable the person (s) being consulted to state a view, together with a reasonable opportunity to do so — either orally or in writing.
- 40.2.4 Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome.
- 40.2.5 However, the final decision shall be the responsibility of the employer.
- 40.2.6 From time to time, directives will be received from government and other external bodies, or through legislative change. On such occasions, the consultation will be related to the implementation process of these directives.
- 40.2.7 The process of consultation for the management of change shall be as follows:
- (a) The initiative being consulted about should be presented by the employer as a “proposal” or “proposed intention or plan” which has not yet been finalised.
 - (b) Sufficient information must be provided by the employer to enable the party/parties consulted to develop an informed response.
 - (c) Sufficient time must be allowed for the consulted party/parties to assess the information and make such response, subject to the overall time constraints within which a decision needs to be made.
 - (d) Genuine consideration must be given by the employer to the matters raised in the response.
 - (e) The final decision shall be the responsibility of the employer. The above process shall be completed prior to the implementation of clause 40.3.
- 40.3 Staff Surplus - when as a result of the substantial restructuring of the whole, or any parts, of the employer’s operations; either due to the reorganisation, review of work method, change in plant (or like cause). The employer requires a reduction in the number employees, or, employees can no longer be employed in their current position, at their current grade or work location (i.e. the terms of appointment to the present position), then the options in sub clause 40.3.4 below shall be invoked on a case by case basis in accordance with this clause.
- 40.3.1 Where an 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:
- (a) The person acquiring the business or the part being sold or transferred.
 - (i) has offered the employee employment in the business or the part being sold or transferred; and

- (ii) has agreed to treat service with the employer as if it were service with that person and as if it were continuous; and
- (b) 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 as, or are no less favourable than, the employee's conditions of employment. Including:
 - (i) any service related conditions; and
 - (ii) any conditions relating to redundancy; and
 - (iii) any conditions relating to superannuation –
 - (iv) under the employment being terminated; and
- (c) The offer of employment by the person acquiring the business or the part of the business being sold or transferred is an offer to employ the employee in that business or part of the business either:
 - (i) in the same capacity as that in which the employee was employed by the Employer, or
 - (ii) in any capacity that the employee is willing to accept.

40.3.2 Notification of a staffing surplus shall be advised to the affected employees and their Union at least one month prior to the date of giving notice of severance or enhanced early retirement to any affected employee. This date may be varied by agreement between the parties. During this period, the employer and employee who can elect to involve their union representative will meet to agree on the options appropriate to the circumstances. Where employees are to be relocated, at least three months' notice shall be given to employees, provided that in any situation, a lesser period of notice may be mutually agreed between the employee and the employer where the circumstances warrant it (and agreement shall not be unreasonably withheld).

40.3.3 The following information shall be made available to the Union in respect of affected employees they represent:

- (a) the location/s of proposed surplus
- (b) the total number of proposed surplus employees
- (c) the date by which the surplus needs to be discharged
- (d) the positions, grading, names, wage rate and commencement date of the affected employees
- (e) availability of alternative positions with the employer.

On request the Union will be supplied with relevant additional information where available.

40.3.4 Options - The following are the options to be applied in staff surplus situations:

- (a) Reconfirmed in position/re-assignment
- (b) Attrition
- (c) Redeployment
- (d) Leave without pay
- (e) Enhanced early retirement
- (f) Retraining
- (g) Severance

Option (a) will preclude employees from access to the other options. The aim will be to minimise the use of severance. When severance is included, the provisions in sub clause 40.3.11 will be applied as a package.

40.3.5 Reconfirmed in position - Where a position is to be transferred into a new structure in the same location and grade, where there is one clear candidate for the position, the employee is to be confirmed in it. Where there is more than one clear candidate the position will be advertised with appointment made as per normal appointment procedures.

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

40.3.7 Redeployment - Employees may be redeployed to a new job at the same or lower salary in the same or new location. The employee's preference for redeployment shall be given due consideration.

- (a) Where the new job is at a lower salary, an equalisation allowance will be paid to preserve the salary of the employee at the rate paid in the old job at the time of redeployment. The salary can be preserved in the following ways:
 - (i) a lump sum to make up for the loss of basic pay for the next two years (this is not abated by any subsequent salary increases); or
 - (ii) an ongoing allowance for two years equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases).

- (b) Where the new job is within the same local area and extra travelling costs are involved, actual additional travelling expenses by public transport shall be reimbursed for up to 12 months.
- (c) The redeployment may involve employees undertaking some on-the-job training.
- (d) Transfer provisions will be negotiated on an actual and reasonable basis.

40.3.8 Leave without pay - Special leave without pay may be granted within a defined period without automatic right of re-engagement. This provision does not include parental or sick leave.

40.3.9 Retraining

- (a) Where a skill shortage is identified, the employer may offer a surplus employee refraining to meet that skill shortage with financial assistance up to the maintenance of full salary plus appropriate training expenses. It may not be practical to offer refraining to some employees identified as surplus. The employer needs to make decisions on the basis of cost, the availability of appropriate training schemes and the suitability of individuals for retraining.
- (b) If an employee is redeployed to a position which is similar to his or her previous one, any retraining may be minimal, taking the form of "on the job" training such as induction or in-service education. Where an employee is deployed to a new occupation or a dissimilar position the employer should consider such forms of retraining as in-service education, block courses or night courses at a technical institute, nursing bridging programmes, etc.

40.3.10 Enhanced early retirement

- (a) Employees are eligible if they have a minimum of ten years total aggregated service with the employer, its predecessors and one or more other employers in the DHB sector, but excludes any service with any employer or their predecessor which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any DHB sector employer or their predecessors.
- (b) Membership of a superannuation scheme is not required for eligibility.
- (c) The employee shall receive the following:
 - (i) 8.33 per cent of base salary (T1 rate only) for the preceding 12 months in lieu of notice. This payment is regardless of length of service; and
 - (ii) 12 per cent of base salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months service; and
 - (iii) 4 per cent of base 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

- (iv) where the period of total aggregated service is less than 19 years, 0.333 per cent of base salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service; and
- (v) a retiring gratuity if applicable.
- (vi) Outstanding annual leave and long service leave may be separately cashed up.

40.3.11 Severance - Payment will be made in accordance with the following:

- (a) "Service" for the purposes of this sub clause means total aggregated service with the employer, its predecessors and one or more other employers in the DHB sector, but excludes any service with any employer or their predecessor which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any DHB sector employers or their predecessors.
- (b) 8.33 per cent of base salary (T1 rate only) for the preceding 12 months, in lieu of notice. This payment shall only be made where the requisite notice cannot be given. Notice that is of a lesser period than required by this document shall require the employer to pay an amount proportionate to the ungiven period of notice. This payment is regardless of length of service; and
- (c) 12 per cent of base salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months' service; and
- (d) 4 per cent of base 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
- (e) where the period of total aggregated service is less than 19 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.
- (f) a retiring gratuity or service payment if applicable (refer to Appendix 3 containing each employer's Retiring Gratuity provision which is specific to each employer).
- (g) outstanding annual leave and long service leave may be separately cashed up.
- (h) Where there is an offer of redeployment to reduced hours, an employee may elect to take a pro-rata compensatory payment based on the above severance calculation.
- (i) 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:

- the same as, or no less favourable, than the employee's conditions of employment; and
- 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

40.3.12 Job Search

Employees will be assisted to find alternative employment by being able to have a reasonable amount of time off work to attend job interviews without loss of pay. This is subject to the team leader/manager being notified of the time and location of the interview before the employee is released,

40.3.13 Counselling for the employee and their family will be made available as necessary.

41.0 Employment Protection Provision

41.1 The parties acknowledge that Section 69M of the Employment Relations Act requires all collective agreements to contain provisions in relation to the protection of employees where the employer's business is restructured. The employer agrees to comply with the Industrial Democracy provisions of this collective agreement and in addition sections 19-21 of the Code of Good Faith for the Public Health Sector (schedule 1B of the Employment Relations Act 2000) in order to protect employees in these circumstances.

42.0 Professional Development and Practising Certificates

42.1 The employer at their sole discretion may grant an employee professional education leave on ordinary time. The leave is to enable an employee to gain professional qualifications and/or training relevant to the employer's operational needs and to the employees' position.

42.2 The employer recognises a commitment to supporting the continued safe practice of its workforce and to supporting opportunities for the development of knowledge and skills, which will benefit the organisational effectiveness and workforce.

42.3 Where the employer requires an employee to attend training courses in order to meet organisational and service requirements the employee shall be paid at ordinary time (T1) and the employer shall meet any costs associated with the training.

42.4 Any claims for expenses associated with training must be approved in advance.

42.5 Where an employee is required by law to hold a practising certificate or annual professional registration for carrying out his/her duties, the cost of the certificate/registration shall be refunded by the employer.

43.0 Suspension

Where the DHB is investigating or intends to investigate alleged potential serious misconduct by an Employee it may suspend the Employee on full pay, subject to the following:

- (a) Prior to making a decision to action a suspension, the DHB must have discussed the proposal of suspension with the Employee and considered the Employee's views on this. If practical, the discussion should take place at a face to face meeting with the opportunity for the employee's representative to participate. If this is not practical in the first instance, a meeting will be subsequently arranged at a convenient time to review the suspension decision with the employee and the representative.
- (b) Suspension should only be considered in situations where it is inappropriate for the employee to remain in the workplace due to the nature of the allegation and/or where other relevant information exists. For example, situations where DHB believes there is a possible issue of safety in the workplace, a need to de-escalate a situation or to prevent the DHB's investigation from being impeded.
- (c) Suspension is not an indication that the DHB considers the Employee guilty of the allegation.
- (d) The parties note that the suspension should not be used to impede a fair investigation process (e.g. an employee being unable to have access to evidence/information in his/her own defence).

44.0 Bargaining Fee

It is agreed that a bargaining fee shall be applied to those employees whose work is covered by this Agreement but who are not members of E tū and who are not members of another union, and who do not otherwise opt out of this clause, in accordance with the Employment Relations Amendment Act 2004 (S.69P and following).

44.1 For the purposes of this clause:

This clause takes effect from date of ratification.

- (a) the "bargaining fee" shall be set at 100% of the current E tū membership subscription rate (as shown below) and paid each pay period.

Usual hours per week	Weekly fees
Less than 20	\$4.30
20-34	\$6.85

35 or more	\$8.57
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- (b) The “specified period” is the period of 14 days prior to the date on which this Agreement comes into effect;
- (c) An “affected employee” is one
 - (i) whose work is covered by the coverage clause of this Agreement and
 - (ii) whose terms and conditions of employment comprise or include the terms and conditions of employment specified in this Agreement and
 - (iii) who is not a member of the union and
 - (iv) who is not a member of another union and
 - (v) who is not an employee who has opted out.
- (d) An “employee who has opted out” is one who would otherwise be an affected employee but who has notified the employer by the end of the specified period that she/he does not wish to pay the bargaining fee, and whose terms and conditions of employment remain the same until such time as varied by agreement with the employer.

44.2 The employer shall at the end of the specified period deduct the bargaining fee from the wages of each affected employee and remit it to the union in the same manner in which union subscriptions are deducted and remitted to the union.

44.3 Nothing in this clause applies to new employees, that is, those who are employed after this Agreement has come into force.

45.0 Healthy Workplaces

45.1 The parties acknowledge that they have reached an agreement on healthy workplaces and this is attached as Appendix Two.

46.0 Schedules

46.1 Appendix Four sets out the schedules that continue to have application at each specific DHB.

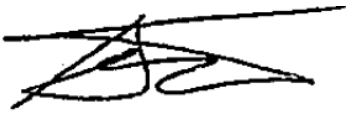
47.0 Letters of Intent

47.1 Letters of Intent may also be signed between specific DHBs and the union. These shall also have application.


Signatures

Signed July 2022

AUTHORISED representatives of the EMPLOYEE PARTIES:

	Date: 15/7/2022
Sam Jones Director E Tū	

AUTHORISED representatives of the EMPLOYER PARTIES:

	Date: 15/7/2022
Margie Apa Chief Executive Officer Te Whatu Ora – Health NZ	

Appendix One - Management of Change And National Arrangements

Purpose

The purpose of this Agreement is to provide a national framework in conjunction with the strategic direction and leadership of the HSRA to:

1. Support national and local bipartite structures
2. Achieve healthy workplaces
3. Constructively engage in change management processes
4. Provide for dispute and problem resolution

The BRF Seeks To:

- take shared responsibility for providing high quality healthcare on a sustainable basis;
- ensure the parties' dealings with each other are in accord with the principles of good faith and are characterised by constructive engagement based on honesty, openness, respect and trust;
- promote productive and effective relationships;
- assist in the delivery of a modern, sustainable, high quality and healthy workforce
- align the principles, processes, procedures and goals adopted under this framework with those agreed by the Health Sector Relationship Agreement;
- improve decision making and inter party cooperation;
- co-ordinate the trialling, and where appropriate, introduction of innovative initiatives which will improve healthcare delivery; and
- ensure that all collective agreements reached between the parties are applied fairly, effectively and consistently in all District Health Boards.

The Principles of The Relationship Framework:

The parties acknowledge that they must work cooperatively to achieve their overarching goal of maintaining and advancing a DHB workforce which provides high quality healthcare on a sustainable basis to the New Zealand population.

The parties agree that they will:

- To the extent they are capable, provide appropriate health care to the communities they serve in an efficient and effective manner.
- To the extent they are capable, ensure the availability and retention of an appropriate trained and educated workforce both now, and in the future.
- Promote the provision of a safe, healthy and supportive work environment where the recommendations of the “Safe Staffing and Healthy Workplaces Committee of Inquiry” are evident.
- Recognise the environmental and fiscal pressures which impinge upon the parties and work practices and accept the need to constantly review and improve on productivity, cost effectiveness and the sustainable delivery of high quality health services.
- Commit to making decisions that will be reached through genuine consultation processes
- Be good employers and employees.
- To the extent they are capable, ensure workforce planning, rosters and resources meet patient and healthcare service requirements, whilst providing appropriate training opportunities and a reasonable work/life balance.
- Recognise the interdependence and value of all the contributions of the health workforce, their collegiality and the need for a team approach to the delivery of health care.
- Accept that all parties have responsibilities, obligations and accountability for their actions.
- Accept that the need to deploy resources appropriately may lead to a review of traditional job functions, the reallocation or substitution of tasks.
- Work towards enhanced job satisfaction for all employees.

1) Supporting National and Local Bipartite Structures

Bipartite Action Group (BAG)

These structures substitute any existing comparable bi-partite structures.

National Bipartite Action Group (National Bag)

This relationship framework, and the undertaking of activities required by it, shall be overseen by a committee of representatives of the parties, known as the Bipartite Action Group (BAG). The parties will decide their respective membership with members representing NZNO, E tū, PSA, (and other Unions as included in the BAGs terms of reference) members and DHBs. All parties will have representatives at the National BAG meetings with sufficient status to enter into agreement on matters

raised. BAGs will be chaired on a rotational basis by DHBs and the union parties. Both the DHBs and union parties will have the same number of votes with union parties deciding how their voting rights will be determined.

The committee will meet through voice and or video conferencing as required and hold face to face meetings at periods to be agreed but no less frequently than quarterly. DHBs are required to support the functioning of the BAG through ensuring parties are able to be released from other duties for this purpose.

The BAG will as necessary advise and participate in the work programme and or other initiatives of the Health Sector Relationship Agreement. It will determine the process on resolving individual and collective union and DHB issues. These will include implementation, application and interpretation issues that have a national relevance. It will also be the responsibility of the National BAG to support the ongoing activity of Local BAGs and to deal with any issues that are submitted from these groups through regular reports. The National BAG will agree on processes for its own operation and will circulate them as guidelines for Local BAGs.

All parties to the relationship have an interest in promoting the work of the BAG and will in the first instance seek to agree on the content and form of any communications relating to the work of the BAG. BAG may develop proposals / projects for the improvement of workforce practices and planning involving the DHB health workforce or receive such initiatives from others.

Secretarial services shall be provided by TAS.

Local Bags

Where they do not already exist, a BAG will be established in each DHB. The local BAG will provide a forum for workers and their union to engage in discussions and decision making on matters of common relevance. This will not prevent unions discussing individual issues with the DHB directly. But where the issue/s have relevance to more than one union all relevant parties should have the opportunity to be present and be part of the decision making process.

Issues discussed at local level should be focussed on improving productivity and efficiency of the DHB and instigating local change that will benefit the parties in the effective running of the DHB and wellbeing of employees.

2) Healthy Workplaces

This BRF supports the principles and joint work contained in the Healthy Workplaces Agreement.

3) Change Management

This clause provides a change management approach, and national oversight arrangements for management of change.

This approach is to be used where the change is multi-dimensional and will challenge the ability of existing change management clauses in this agreement to respond efficiently and effectively; and where the proposed change will impact at one or more of the following levels:

- (a) Nationally,
- (b) Regionally,
- (c) Across a number of DHBs, impacting on one or more unions,
- (d) Where changes are likely to result to the structure of employment relationships in the sector.

Either party may also make a request to the HSRA steering group to use this process. All parties to the HSRA steering group must then agree/disagree whether this approach is appropriate.

If it is agreed to use this process, the issue will effectively be placed with the HSRA Change Management Framework (CMF) sub-committee.

The CMF sub-committee will include union and DHB representatives appropriate to the change initiative.

The CMF sub-committee is tasked with making a considered decision on the processes to be used in the implementation of the policy or initiative and will provide a forum to decide the appropriate process for the change management.

The CMF sub-committee will ensure the change to be implemented in a coordinated fashion at the appropriate level across the sector, and involve appropriate stakeholders as each situation requires.

Where this clause has been used, it will be considered to meet the requirements for consultation as detailed in this agreement. {refer to specific MECA and CEA sub clauses}

4) Disputes And Problem Resolution

The parties accept that differences are a natural occurrence and that a constructive approach to seeking solutions will be taken at all times. The object of this clause is to encourage the National BAG to work cooperatively to resolve any differences and share in the responsibility for quality outcomes.

When a consensus decision on interpretation of an agreement has been reached at the national, BAG the decision will be formally captured and signed by the parties and will be binding on all parties from that time.

Any matter that cannot be resolved will be referred by the BAG to a mutually agreed third party who will help facilitate an agreement between the parties.

Failing identification of a mutually acceptable third party, the matter shall be referred to the Mediation Service of the Ministry of Business, Innovation, and Employment (MBIE) (or its successors) to appoint someone.

In the event that the parties cannot reach an agreed solution and unless the parties agree otherwise, after no less than two facilitation meetings, the third party will, after considering relevant evidence and submissions, provide a written but non-binding recommendation to the parties.

Nothing in this agreement shall have the effect of restricting either party's right to access statutory resolution processes and forums such the Employment Relations Authority or the Employment Court or seek other lawful remedies.

Appendix Two - Healthy Workplaces Agreement

February 2010

The parties to the DHB / CTU Health Unions National Terms of Settlement agree that all employees should have healthy workplaces.

Achieving Healthy Workplaces Requires:

1. Effective care capacity management¹; having the appropriate levels of staff, skill mix, experience, and resourcing to achieve a match between demand and capacity
2. Systems, processes and work practices that ensure efficient scheduling and a credible, consistent and timely response to variance in demand
3. A workplace culture between employees and their managers that reflects an understanding and actively advocates a balance between safe quality care, a safe quality work environment and organisational efficiency.
4. Recognition that everyone can be a leader by using the authority (expertise) vested in their role to participate and constructively engage with others.
5. The development of a learning culture that emphasizes employees at all levels being given the opportunity to extend their knowledge and skills, as identified in their performance development plans where they are in place.
6. Appreciation that good patient outcomes rely on the whole team and that teams need opportunities to work and plan together.
7. Having the right tools, technology, environment and work design to support health and safety and to ensure effective health care delivery. This includes the opportunity to be involved in the decisions about what is needed and when.

The parties agree that these seven elements should be evident in all DHB workplaces and apply to all employees, and agree to work jointly towards the implementation of them by the following:

- The parties agree to work together to establish a national framework for a whole of system approach to care capacity management which;

¹ Care capacity management is the process of ensuring that the demand for service placed on an organisation can be adequately met within a context of quality patient care, a quality work environment for staff, and fiscal and procedural efficiency.

- provides efficient, effective, user friendly processes and structures
 - provides centralized, multi stakeholder governance
 - is used consistently and effectively at all levels to manage and monitor care capacity
 - includes a core data set by which the health of the system is monitored and is used to inform forecasting, demand planning, and budgeting
 - Includes consistent, credible, required responses to variance in care capacity
 - recognises the need for local solutions consistent with the principles of healthy workplaces
- Each party will undertake to promote and model behavior that demonstrates productive engagement and builds a workplace culture that enables everyone to feel their contribution is valued and respected. Opinions of those performing the work will be sought when new innovations, improvements and changes are required, in a manner consistent with consultation and change management processes referred to below
 - Quality of care and quality of the work environment are agreed priorities that underpin productivity and will be incorporated in all workplace processes and actively sponsored at all levels of the organization
 - Developing and maintaining policies and practices that actively encourage all employees to be confident in leading and making decisions within their levels of expertise and experience.
 - Access for all employees to appropriate professional development and appropriate learning opportunities, including appropriate national qualifications, in order to give them greater opportunities to extend their roles and responsibilities within the public health system.
 - Facilitating appropriate release time to attend relevant professional development and learning opportunities;
 - A wider team approach to planning and evaluation of service capacity and service delivery will be used to ensure the right people with the right skills are providing the right care (role) at the right time in the right place. This will support staff in taking responsibility and accountability for their own services' performance and using the tools and policies in place to effect improvement.

Nationally consistent consultation and change management processes to facilitate both input into decision making on issues affecting the workplace and active

engagement in the development and /or problem solving of initiatives to address the issues.

Appendix Three – New Employees Letter/Active Choice Form



Form For New Employees to Indicate If They Intend to Join a Union

This form is optional to complete. If you do not fill it in and return it to your employer within 30 days of starting your new job, your employer is required to tell the relevant union(s) your name and contact details, and inform the Union(s) that you did not return the form. If you do complete and return the form within 30 days of starting your new job, your employer will pass the form and your name and contact details on to the union(s) that cover your work unless you object by ticking the relevant box on the form.

(Employer may complete this section)

Your full Name	
Your Employer	
Your Workplace address	
Your job title / occupation	

Union(s) with agreements that cover your role (employer may list unions with agreements that cover the employee's role)

--

Do you intend to join a union?
(choose one)

<input type="checkbox"/> Yes, I intend to join a union. <input type="checkbox"/> Tick this box if you do not want this form passed on to any other unions that cover your work.	<input type="checkbox"/> No, I do not intend to join a union. <input type="checkbox"/> Tick this box if you do not want this form passed on to the unions that cover your work.
---	---

If you selected yes above, please complete the section below

Your email address	
Your contact numbers	
The Union I intend to join	

Your Signature

--

Date Signed

DD/MM/YYYY

About this form

Why have I got this form?

If you've got this form that means you have just started a job with a new employer and there is at least one collective agreement that covers your new job.

A 'collective agreement' is an agreement that a union has negotiated for its members and agreed with your employer. You are covered by the terms and conditions of the collective agreement for your first 30 days of employment.

What if I intend to join a union?

You are free to join a union. Filling in the form does not mean you have joined a union. The union has rules for signing people up. You can get in touch with the union directly to join. If you are not sure how to do this you can talk to a union representative at your work or visit the NZ Council of Trade Unions website: www.union.org.nz

Your rights under the Privacy Act

You have the right to see a copy of any personal information held about you. If there are mistakes, you can ask for them to be fixed or you can give a list of corrections about what you think is wrong.

Appendix 4 Workplace Skill Development Through Qualifications - E Tū And District Health Boards Best Practice Guide

This Best Practice Guide has been developed by District Health Boards and the E tū to drive the implementation of skill-based development for E tū members and DHB employees in the public hospital system.

It follows on from the commitments by both parties in the DHBs and the E tu Multi-Employer Collective Employment Agreement. The collective agreement facilitates DHB employees to attain Level 2 and Level 3 qualifications and Level 4 qualification for supervisors) through financial reward and personal development opportunities.

The parties will also encourage all local DHB Bipartite Action Groups to present regular reports at their meetings on the number of trainees enrolled and the number of trainees who have completed their qualifications.

Steps similar to those outlined below should be followed in developing a successful programme of qualification completion:

1. The service site management and E tū delegates meet to reinforce their shared commitment to the process of supporting employees to gain the qualifications.
2. The manager/s and delegates meet with the employees to explain the qualification process and emphasise their joint commitment to supporting all employees to gain a qualification.
3. Employees are offered access to a training agreement, recognising undertaking and completion of the qualification is voluntary but is strongly encouraged by the DHBs and E tū.
4. Employees must provide their birth certificates or passport to prove they are a New Zealand citizen/resident to meet the criteria to complete a NZQA qualification.
5. Employees are entitled to have a delegate involved in any discussions with the manager about literacy requirements / literacy support necessary.
6. Trainees are introduced to workbooks in small groups by trainer. Employer to supply trainees with copies of any reference materials necessary.
7. Trainees to be encouraged to make arrangements to complete workbooks in groups with the support of the manager/s and delegates.
8. The manager/s to be available to provide assistance to any trainee, including provision of a reader/writer.
9. Practical assessment is done by assessor on the job as appropriate.

10. Once the workbook is completed the assessment papers are handed back to the assessor to be sent to the appropriate ITO
11. Workbooks received back with comments. Employees able to seek support from their manager to resubmit any work that has not been endorsed.
12. Trainees gain qualification and arrangements made for pay increase if applicable.
13. Trainee achievement is celebrated.

Appendix Four - DHB Specific Schedules

Bay Of Plenty DHB

Retirement Gratuities

Section A

Note 1: Section A shall only apply to employees who were covered by the Pacific Health Trades, Stores and Drivers Collective Employment Contract, which expired on 28 February 2001

Note 2: This clause shall not apply to employees whose current employment commenced after 31 August 1992

1. (a) The employer at his/her sole discretion may pay a retiring gratuity to staff retiring from the employer who have had not less than 10 years current continuous service as defined in clause 2 below and as recognised in previous collective agreements/contracts.

(b) where a staff member qualifies under sub-clause 1(a) but is not paid the retirement gratuity, the reason for non-payment shall be disclosed to the person so affected.
2. For the purposes of establishing eligibility for a gratuity total continuous 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 purposes of establishing eligibility.
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.
4. Gratuities may be paid to the legal representative or the estate of the employees who died before retirement or who died after retirement but before receiving the gratuity.
5. For the purposes of calculating the amount of gratuity which the employer may pay the rate of pay on retirement shall be the ordinary rates of salary or wages.
6. 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

Section B

Note 1: Section B shall only apply to employees who were covered by the Pacific Health Combined Employees Collective Contract, which expired on 31 December 2000

Note 2: This clause shall only apply to employees whose current continuous service commenced before 1 July 1992, and who were employed by Eastbay Health on 31 December 1998.

1. The employer may pay out the gratuity to an employee who:
 - (a) Attains the age of 65 years; or
 - (b) Has attained the age of 60 years and resigns from the company's employ; or
 - (c) In the event of illness or incapacity or on other compassionate grounds is required to cease employment
2. The employer may pay a gratuity to an employee who has qualified in terms of sub-clause (1) and who has had no less than 10 years' current continuous service. Part time service is not to be converted to its whole time equivalent for the purpose of establishing eligibility.
3. Gratuities may be paid to the spouse or if no surviving spouse, the dependent child(ren) of employees who died before qualifying as in (1) above or who died after qualifying 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.
4. The calculation of a gratuity entitlement shall be in accordance with the scales detailed below, provided that the amount of any gratuity previously received in respect of service taken into account in the calculation shall be deducted.
5. 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.
6. An employee who is granted leave without pay and who remains in the service of Western/Eastbay Health will, for the purposes of calculating the gratuity, have such leave aggregated with other service for gratuity purposes.
 - (i) For the purposes of establishing eligibility for a gratuity, total board service may be aggregated, whether this be part time or whole time or a combination of both at different periods;
 - (ii) Gratuities shall be frozen as at 31 December 1998, with the calculation for any payment being based on years of qualifying service as at 31 December 1998 and also on the employee's salary rate as at that same date; a qualifying service shall be rounded up to the next complete year of service as at 31 December 1998;

- (iii) Employees with less than ten years service as at 31 December 1998 the maximum gratuity to be frozen shall be calculated on the basis of 3.1 consecutive days for each year of service

(iv) SCALES OF MAXIMUM GRATUITIES

Period of total service	Maximum Gratuity
Not less than 10 years and less than 11 years	31 days' pay
Not less than 11 years and less than 12 years	35 days' pay
Not less than 12 years and less than 13 years	39 days' pay
Not less than 13 years and less than 14 years	43 days' pay
Not less than 14 years and less than 15 years	47 days' pay
Not less than 15 years and less than 16 years	51 days' pay
Not less than 16 years and less than 17 years	55 days' pay
Not less than 17 years and less than 18 years	59 days' pay
Not less than 18 years and less than 19 years	63 days' pay
Not less than 19 years and less than 20 years	67 days' pay
Not less than 20 years and less than 21 years	71 days' pay
Not less than 21 years and less than 22 years	75 days' pay
Not less than 22 years and less than 23 years	79 days' pay
Not less than 23 years and less than 24 years	83 days' pay
Not less than 24 years and less than 25 years	87 days' pay
Not less than 25 years and less than 26 years	92 days' pay
Not less than 26 years and less than 27 years	98 days' pay
Not less than 27 years and less than 28 years	104 days' pay
Not less than 28 years and less than 29 years	110 days' pay
Not less than 29 years and less than 30 years	116 days' pay
Not less than 30 years and less than 31 years	123 days' pay
Not less than 31 years and less than 32 years	129 days' pay

Not less than 32 years and less than 33 years	135 days' pay
Not less than 33 years and less than 34 years	141 days' pay
Not less than 34 years and less than 35 years	147 days' pay
Not less than 35 years and less than 36 years	153 days' pay
Not less than 36 years and less than 37 years	159 days' pay
Not less than 37 years and less than 38 years	165 days' pay
Not less than 38 years and less than 39 years	171 days' pay
Not less than 39 years and less than 40 years	177 days' pay
Not less than 40 years	183 days' pay

Note: These are consecutive days.

Respirator Allowance

Where required to use a full-face respirator for spray painting or in an enclosed space an allowance of \$0.58 per hour shall be paid.

Faecal Or Offensive Matter

A two-tier system of payments will apply:

- (a) Regular contact \$32.60 per week
- (b) Irregular (but frequent) contact \$20.96 per week
- (c) Other: when management has required, on an irregular basis, any other employee to undertake such work, then the employees will recover the allowance as in (b) above on a pro-rata basis whilst so engaged in these conditions

Welding In a Confined Space Allowance

Workers carrying out welding or burning operations while working in a stooped or cramped position under floors or roofs or in ducts shall be paid:

Half ordinary time rate in addition to ordinary hourly rate.

The provisions of this clause shall not apply to odd occasions when a worker other than a welder uses cutting or welding equipment

On Call

Maintenance employees may be required to be on an on-call roster to cover breakdowns and emergencies. Such employees will not be required to work on the on call roster any more frequently than one week in two. Payment for being on call is as outlined in clause 12 of this agreement.

Phone Calls While on Call

If a phone call is received by an authorised member of staff between 4pm and 9pm Monday to Friday, and the matter is resolved by phone, no additional compensation is paid.

If a phone call is received by an authorised member of staff between 7:30am and 9pm on Saturday and Sunday, and the matter is resolved by phone, no additional compensation is paid.

Phone calls received at all other times from authorised persons will be treated and paid in accordance with the Call Back provisions in clause ?? whether or not the employee is called back to work.

Weekend Roster for Boiler House Duties

To comply with Marine Department and OSH requirements each check schedule must be commenced twenty-four hours after the last cycle.

In practice this means the checks will commence between 0730 and 1200 each day. In order to ensure full familiarity with checks, equipment, chemicals, adjustments and procedures, each Fitter in the team will undergo training for at least one week.

This training will involve being 'buddied' with experienced staff during their first rostered period on Boiler house duties.

Payment will be paid as per the Call Back provisions under clause 12 (Call backs and paid at T1.5 except public holidays which are paid at T2).

The payment is only for the duties specified i.e. to check plant as per the Boiler house Check Schedule and for incidental repair work and/or clean-up work arising from the checks. Should the employee be required to perform emergency repair work anywhere else on site, or elsewhere other than in the Boiler house, it shall be deemed to be a call back and would be paid as such.

Should the employee be required to performed repair work in the Boiler house, and such work is totally unrelated to the Boiler House check schedule and incidental repair work, it shall be deemed to be a call back and paid as such.

It is also agreed that in addition to the payment for performing the Boiler house checks, that each employee would be paid a mileage allowance as specified in their Collective Employment Agreement, when performing the checks on any Saturday,

Sunday and Statutory day. The mileage allowance calculation is based on distance from the employees' place of residence to hospital and back each day. Mileage allowance will only be payable once on any day if the call back coincides with the boiler house duties. (Mileage and subsequent call backs are paid as per the call back provisions).

Work In the Rain

(a) An employee shall be deemed to be working in the rain in the course of his/her employment when the worker is required to work outdoors and be exposed to falling rain or snow which in the opinion of the officer in charge is of such intensity as to necessitate the wearing of waterproof clothing.

(b) Subject to the approval of the officer in charge in terms of the requirements of sub section (a) above, an employee who is required to work in the rain for not less than ten minutes shall for the time so worked in the rain during the same shift or period of duty, be paid an additional rate equal to:

One third of the appropriate rate.

(c) Where an employee qualifies for payment in terms of sub-sections (a) and (b) above, the minimum payment per shift shall be 30 minutes; Provided that any "make up" time between the time actually worked and the half hour minimum (in cases where the actual time worked is ten minutes or over but less than 30) shall be paid at:

One third of the employee's T1 rate only.

Additional Annual Leave for On Call

From 1 September 2006, those people in the Trades areas who are rostered to be on call shall receive additional annual leave as indicated:

1 – 2 roster 3 days per annum

1 – 3 roster 2 days per annum

1 – 4 roster 1 day per annum

1 – 5 roster ½ (half) a day per annum

Long Service Leave

1. Eligibility

(a) Employees who have completed 15 years' current continuous service with the Bay of Plenty Area Health Board or Pacific Health may be provided once only three weeks long service leave.

- (b) Employees who have completed 30 years' current continuous service with the Bay of Plenty Area Health Board or Pacific Health may be provided once only three weeks long service leave.
- (c) Except for those employees who have received 4 weeks after 20 years will only- be entitled to 2 weeks after 30 years (for clarity the maximum achievable after 6 years' service is 6 weeks).

Canterbury DHB

7.0 Hours of Work

- 7.1 Except as provided in Sub clause 7.2, the minimum ordinary hours of work shall not exceed 40 hours in any week (maximum 10 hours per day) divided into no more than five duties in any week. Every Employee shall have two periods of at least 24 hours off duty (except where overtime is worked) each week and, except in the case of emergencies, these shall be consecutive provided that these days may cross consecutive weeks. The number of ordinary hours and daily start and finish times and the days upon which those hours are to be worked, shall be mutually agreed between the Employer and the Employee concerned.
- 7.2 Any of the hours of work provisions prescribed in Clause 7.1 may be varied as to all or any of the Employees by written agreement between the Employer and the Employee/s concerned (or their duly authorised representative).
- 7.3 Except as provided within this sub-clause breaks between duties will not be less than nine consecutive hours unless agreed otherwise with the Employer at the specific request of the Employee. If the Employer requires the resumption of work before a nine-hour break has been taken, then the duty is to be regarded as continuous until a break of at least nine consecutive hours is taken and work since the resumption shall be paid at overtime rates until the nine hour break is taken.
- 7.4 Where applicable rosters shall be displayed in a prominent place available to Employees at least two weeks in advance of work. Changes to rosters are able to be made by the Employer in exceptional circumstances or by mutual agreement between the Employer and the Employee.
- 7.5 Notwithstanding the above provisions Employees may be permitted to change duties one with another by mutual arrangement and with the prior approval of the Employer provided such change does not involve the payment of additional overtime or other penalties and does not breach Clause 7.4. This approval will not be unreasonably withheld.
- 7.6 Nothing in this clause shall affect the rights of the parties under Clause 38.
- 7.7 Subject to Clause 7.4 and notwithstanding the other provisions of this clause, the Employer may in urgent circumstances require an Employee to work at times and for periods other than those prescribed in those sub- clauses, but in no case shall an

Employee employed full-time be rostered to work less than the hours required for a full-time Employee.

Allowances

- 12.11 A forklift allowance of \$0.30 per hour will be paid to those employees who have their forklift license and operate power-driven forklift trucks, mechanical loaders which vertically lift above 30 centimetres. Employees must have a current forklift license to continue to receive the forklift allowance.

15.0 Uniforms, Protective Clothing, Amenities and Facilities

Uniforms And Protective Clothing

- 15.1 Where the Employer requires an Employee to wear a particular uniform, this shall be supplied free of charge but shall remain the property of the Employer. Suitable protective clothing shall also be provided at the Employer's expense where the work involves a risk of excessive soiling or damage to uniforms or personal clothing. When required by the Employer, Employees shall wear identification signs, badges or apparel as supplied and specified by the Employer and shall take due care of such identification to ensure that it is kept secure at all times.
- 15.2 The term uniform shall include appropriate clothing for the job as specified by the Employer from time to time.
- 15.3 All items of uniform clothing supplied by the Employer shall be laundered or dry-cleaned at the Employer's expense, as and when required. Each case is to be determined on its merits by the Employer.
- 15.4 A uniform allowance of \$3.31 per day shall be paid for each working day on which, because of therapeutic requirements or in the interests of patient care/rehabilitation, an Employee is required by the Employer to wear mufti clothes instead of the normal uniform; provided that this allowance shall not be payable to Employees wholly or mainly employed in an administrative role, or Employees who, with the Employer's agreement, elect to wear mufti on duty.
- 15.5 An Employee may, at the Employer's discretion, be compensated for damage to personal clothing worn on duty, or reimbursed dry-cleaning charges for excessive soiling to personal clothing worn on duty, provided that the damage or soiling did not occur as a result of the Employee's negligence or failure to wear the protective clothing provided. Each case shall be determined on its merits by the Employer.
- 15.6 As an alternative to this clause the Employer and any individual Employee or group of Employees are able to agree on alternative arrangements for the supply and maintenance of uniforms.
- 15.7 The Employer shall supply appropriate safety footwear for Trades Services Employees, which will be selected by the Employee, up to a maximum cost of \$156.00. This maximum may be adjusted from time if it is agreed by the parties that

appropriate safety footwear is not available for the set maximum cost amount. Safety footwear shall be replaced on a fair wear and tear basis.

- 15.8 The parties record that the Employer is currently reviewing the policy for the provision of safety glasses in the Trades Services. Any such review will include a consideration of providing prescription safety glasses/lenses (for those who normally wear glasses) which meet AS/NZS 1337 requirements.

Amenities And Facilities

- 15.9 Amenities and facilities will be provided in accordance with the Health and Safety in Employment Act 1992 and other relevant legislative requirements.
- 15.10 The Employer shall provide a suitable number of lockable cupboards and adequate showering and changing facilities where appropriate.
- 15.11 All employees will be entitled to receive an eyesight test every two years. The cost of the eyesight test will be paid for by the employee who will receive a 50% discount off normal retail prices charged by the supplier. This arrangement will remain in place providing the supplier continues to provide the discount. Where time off is sought for the purpose of undergoing eye-tests, this must be with the prior approval of the employee's manager and is subject to evidence of appointment. Any approved paid time off will be for up to one and a half hours maximum and occur no more frequently than once in any 12 month period.

Footwear

- 12.1 Footwear Allowance
- 12.1.1 For employees who work in the warehouse and regularly deliver supplies around Christchurch Hospital as part of their normal duties, they shall be supplied with a second pair of shoes, suitable for wearing in the Hospital, provided by the Employer, and selected by the Employee, up to a maximum cost of \$156.00

16.0 Temporary Relocation

- (a) All employees, if requested to work in an alternative hospital, within the Christchurch Metropolitan area, that is not their normal place of work, will agree to be temporarily relocated, for reasons e.g. illness, annual leave, scheduled work, major breakdowns or to meet operational requirements. Agreement to relocate will not be unreasonably withheld. Canterbury DHB will give as much advance notice of the need to work from a different location as is practicably possible.
- (b) Where 16(a) applies, the employee shall receive reimbursement for the difference between the distance of the alternative location and their usual location if the distance between their home and the alternative location is greater than the distance between their home and their usual base location. Such reimbursement will be calculated in accordance with clause 12.6.

12.6 Reimbursement for Use of Private Vehicle on Employer Business

Where an Employee is required by the Employer to use her/his private motor vehicle on the Employer's business, she/he shall receive reimbursement for such use in accordance with Inland Revenue Department requirements as adjusted from time to time

12.1 Duty Allowance

Except where elsewhere provided in this clause, Employees who work afternoon duty, night duty, weekend duty or public holiday duty shall be paid a Duty Allowance as follows:

Work Period	Specified Loading
Afternoon Duty	10%
Night Duty	25%
Weekend or Public Holiday Duty	50%

The Duty Allowance shall be calculated by increasing the Employee's hourly rate by the specified loading for up to a maximum of eight hours in a duty. Only one type of Duty Allowance (the higher) is paid in respect of any one duty.

Afternoon or Night Duty Allowances shall not be paid when overtime is worked or where a public holiday duty is worked. The Weekend Duty Allowance shall not be paid where a Public Holiday Duty Allowance is payable.

13.1 Annual Leave (Shift Engineers)

- (a) Shift Engineers shall be entitled to 21 days' annual leave, taken and paid in accordance with the Holidays Act 2003 and subject to the other provisions of this clause.
- (b) Full-time or part-time Shift Engineers shall be entitled to 26 days' annual leave upon completion of five years' current continuous service. Pro-rata for part-time employees.

Recruitment And Retention Allowance

As per the 2014 MOU (updated in 2018) the following taxable allowances will be paid to the named occupational groups until both parties agree to an updated MOU.

Electricians	\$5,000 per annum
Plumbers	\$5,000 per annum

Electronic/Electrical Technicians	\$5,000 per annum
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Sick Leave

Unused sick/domestic leave for full-time or part-time Employees shall accumulate to a maximum of 260 working days to be used when the Employee qualifies for sick/domestic leave, by carrying forward from one year to another any unused sick/domestic leave of up to 250 working days.

Savings

The following provisions shall continue to apply to those Employees who had previous grand-parenting arrangements as referred to in Clause 3.3 of this Agreement whilst they remain currently continuously employed with the Employer. They take the place of those previously held on payroll files.

- 1. For Those Employees Previously Covered by The Area Health Boards' Maintenance Tradespersons & Their Assistants in The Whole of New Zealand Award Which Expired On 30 June 1992:**

Service

Where the Support Services Collective Agreement provides a benefit by way of length of service (e.g. long service leave), service shall be calculated in accordance with the appropriate definitions in the Area Health Boards' Maintenance Tradespersons & their Assistants in the Whole of New Zealand Award, which expired on 30 June 1992.

- 2. For Those Employees Previously Covered by The Canterbury Area Health Board's Support Services Collective Employment Contract Which Expired On 30 June 1994:**

Severance Provisions (If These Every Apply)

In accordance with Clause 38.11 of the Support Services Collective Agreement, the provisions of Clause 10.1 (except Clauses 10.1.5 and 10.1.6) of the Canterbury Area Health Board's Support Services Collective Employment Contract, which expired on 30 June 1994, shall apply in lieu of Clause 38.8 of the Support Services Collective Agreement.

Service

Where the Support Services Collective Agreement provides a benefit by way of length of service (e.g. long service leave), service shall be calculated in accordance with the appropriate definitions in the Canterbury Area Health Board's Support Services Collective Employment Contract, which expired on 30 June 1994.

7 For Those Employees Previously Covered by Healthlink South Maintenance Services Collective Contract Which Expired On 31 March 2002:

Severance Provisions (If These Ever Apply)

In accordance with Clause 38.11 of the Support Services Collective Agreement, the provisions of Clause 24.1 of the Healthlink South Maintenance Services Collective Agreement, which expired on 31 March 2002, shall apply in lieu of Clause 38.8 of the Support Services Collective Agreement.

Special Provisions Relating to The Following Employees:

Bell, Paul

Boakes, Anthony

Cottle, Ron

Healey, William

Hindmarsh, William

Joblin, Craig

Rhynas, Philip

41. The following provision applies to all Employees listed in Appendix A.

If the Employee is called back to work after completing the day's work and having left the place of employment but within two hours of the scheduled start of his/her next work period then the start time of that work period will be the time the Employee reports to work on the call back. The Employee will then remain at work and continue to work the scheduled number of hours for that work period and be paid normal time for that scheduled work period plus a minimum payment for the call out in accordance with Clause 7.6. In these circumstances the provisions of Clause 7.4 as relates to payment at overtime rates where less than a nine hour break is taken shall not apply.

43. Special Provisions Relating to Shift Engineers

- 43.1 These provisions shall apply to those Employees employed as Shift Engineers in place of the Agreement clauses referred to.

Clause 7 - Hours of Work (Replaces Entire Clause 7)

- 7.1 Ordinary hours of work for a 6 shift engineer roster will follow a cycle of 4 engineers on a 12 hour shift pattern which will normally run on a cycle of 2 days of 12 hours, 2 nights of 12 hours followed by 4 days/nights off duty (known as 'Shifts') and 2 engineers on a cycle of 4 days of 12 hours followed by 4 days off duty (known as

'Days off'). This cycle shall run for a number of weeks (as defined by the Employer) whereupon the shift pattern will change by one position, so that after 6 changes each engineer will have worked 4 cycles of Shifts and 2 cycles of 'Days only'. . Ordinary hours shall be not more than twelve in any one duty. 12 hour shifts shall run from 6.00am to 6.00pm ("day shift") and 6.00pm to 6.00am ("night shift"). Engineers working 'Days only' cycle shall be required to cover the shifts, either day or night, of engineers on planned leave and shall be chosen at the discretion of the employer.

- 7.1.1 The Employer because of good cause may expect the employee to work on their rostered days off when required to do so to cover leave or sickness or any other unplanned absence. The sequence of covering absences is to be as follows:
- 7.1.2 In the absence of a night shift engineer, the shift engineer rostered to work the 12 hour 'Days only' shift before the night shift will cover the night shift. In these circumstances the person would not also be required to work the 12 hour day.
- 7.1.3 Failing that the 'Days only' engineer who is on a rostered day (RDO) will be asked to work.
- 7.1.4 Failing that, the 'shift' engineer who is on the 3rd or 4th day of their 4 days off will be asked to work the night shift.
- 7.1.5 Failing that, the day shift will not be worked and the shift engineer rostered to work the day shift shall work the night shift.

Clause 8 - Overtime (Replaces Entire Clause 8)

- 8.1 A Shift Engineer who is rostered off duty may be required by the Employer to work periods in addition to her/his normal rostered duty period due to unforeseen periods of absence. Where additional duties are worked as overtime the Shift Engineer will receive either sub-clause 8.1.1 or 8.1.2 below as determined by the Employer.
- 8.1.1 For each 12 hour duty period worked in addition to the normal duty an Employee shall be entitled to 12 hours worked (or if less than a full duty the actual number of hours worked) to be taken as agreed between the Employee and the Employer, or
- 8.1.2 Overtime shall be paid at the hourly rate established under Clause 11.1
- 8.1.3 Overtime is not payable until the ordinary hours of work exceed 12 in any one shift.

Clause 9 - Meal Breaks & Rest Periods (Replaces Entire Clause 9)

- 9.1 Shift Engineers shall be allowed in every 12 hour shift a total of one hour 20 minutes for meal and morning and afternoon tea breaks. The times of these breaks shall be taken at the discretion of the Employer.
- 9.2 Shift Engineers shall not be required to work for more than five hours continuously without being allowed a meal break of not less than half an hour, except when required for urgent or emergency work.

- 9.3 Shift engineers other than those working a 12 hour shift will take rest breaks of 10 minutes each for morning and afternoon tea or supper, where these occur during duty, shall be allowed as time worked.
- 9.4 A Shift Engineer unable to be relieved from work for a meal break shall be allowed to have a meal on duty and this period shall be regarded as working time.

Clause 12.15 – Allowances for Shift Engineers (Include the Following Sub-Clause)

For Shift Engineers Afternoon Duty, Night Duty, Weekend Duty, On Call, Meal Allowances and any other payments made outside of the terms of the Collective Agreement shall not be payable. The Public Holiday Duty Allowance shall be paid for time actually worked on a Public Holiday only.

Capital And Coast DHB

Retirement Gratuities

1. 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.
2. 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.
3. Gratuities shall be paid to the estate of employees who dies before retirement or who dies after retirement but before receiving a gratuity.
4. 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.
5. From 30 March 1995 no further service shall accrue regarding the payment of retiring gratuities.

Scale of Maximum Gratuities:

Period of total service	Maximum Gratuity
Not less than 10 years and less than 11 years	31 days' pay
Not less than 11 years and less than 12 years	35 days' pay
Not less than 12 years and less than 13 years	39 days' pay
Not less than 13 years and less than 14 years	43 days' pay

Not less than 14 years and less than 15 years	47 days' pay
Not less than 15 years and less than 16 years	51 days' pay
Not less than 16 years and less than 17 years	55 days' pay
Not less than 17 years and less than 18 years	59 days' pay
Not less than 18 years and less than 19 years	63 days' pay
Not less than 19 years and less than 20 years	67 days' pay
Not less than 20 years and less than 21 years	71 days' pay
Not less than 21 years and less than 22 years	75 days' pay
Not less than 22 years and less than 23 years	79 days' pay
Not less than 23 years and less than 24 years	83 days' pay
Not less than 24 years and less than 25 years	87 days' pay
Not less than 25 years and less than 26 years	92 days' pay
Not less than 26 years and less than 27 years	98 days' pay
Not less than 27 years and less than 28 years	104 days' pay
Not less than 28 years and less than 29 years	110 days' pay
Not less than 29 years and less than 30 years	116 days' pay
Not less than 30 years and less than 31 years	123 days' pay
Not less than 31 years and less than 32 years	129 days' pay
Not less than 32 years and less than 33 years	135 days' pay
Not less than 33 years and less than 34 years	141 days' pay
Not less than 34 years and less than 35 years	147 days' pay
Not less than 35 years and less than 36 years	153 days' pay
Not less than 36 years and less than 37 years	159 days' pay
Not less than 37 years and less than 38 years	165 days' pay
Not less than 38 years and less than 39 years	171 days' pay
Not less than 39 years and less than 40 years	177 days' pay

Not less than 40 years	183 days' pay
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Note: These are consecutive rather than working days

Transfer Of Undertakings

The parties to this Agreement commit to the improvement of productivity, efficiency and competitiveness through the delivery of quality effective and direct services

The employer agrees to take all practical steps to ensure the current provision of directly employed maintenance trades staff services is done by direct employment, in a commercial and effective manner.

Where practical steps cannot achieve the required commercial competitiveness and effectiveness within services covered by this collective agreement, the employer undertakes to apply the principles detailed in the management of change provisions in this Agreement.

Prior to the contracting out of services the employer will consult with the union with the intention of agreeing to and applying transfer of undertakings provisions, which will secure and protect the interests of its employees in regard to third parties.

Leave

Sick Leave

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.

1. 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.
2. during the first six (6) months of continuous service, an employee, shall be entitled to ten (10) days sick leave on pay.
3. After completing six (6) months continuous service, an employee, if ill, shall be allowed to take reasonable time off work on pay to recover from an illness and return to work.
4. An employee who is absent for reasons of ill health beyond three (3) consecutive working days may be required to supply a medical certificate to the manager setting out the date by which the employee will be expected to return to work. A medical certificate and Healthy Workforce Team review may be requested if there is any suspicion of abuse of this policy.

5. If absence due to illness or injury 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.
6. 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 agreement (1 March 2000 to 28 February 2001) provisions will be reinstated.
7. Partial absence due to illness or injury not covered by ACC by employees will be recorded in the following way:
 - (a) Absence of less than two hours in any one working day nil leave
 - (b) Absence of between two hours and six hours in any one working day is half-day
 - (c) Absence of more than six hours in any one working day 1 day.
8. Domestic Leave – Domestic leave, as described in this clause, is leave used when the employee must attend a dependent of the employee. This person would, in most cases, be the employee's child, partner or other dependent family member.

Annual Leave

Upon completion of 2 years continuous service Employees receive 2 days annual leave per annum in addition to the entitlement contained in clause 19.2 of this Agreement. These two additional days must be used within 12 months of the date of becoming due and will not be carried over to the next year unless the employee has been denied opportunity to use this entitlement or as otherwise agreed.

Meal Allowance

A trades person who works more than one hour beyond the end of a day which is of at least 8 hours (excluding any break for a meal) shall be paid a meal allowance of \$11.36 or, at the option of the employer, be provided with a meal.

On Call

All trades staff who are required to be on-call shall be granted an additional weeks leave (5 days) beyond what would be the normal entitlement.

For all new staff the entitlement will begin to accrue from the date they have been placed on call.

Lakes DHB

- 8.1 Change Ordinary hours of work from 6.00am to 6.00pm to 6.30am to 6.30pm.

Retiring Gratuities

Note: This clause shall not apply to employees whose current employment commenced after 31 August 1992

- (a) The employer shall pay a gratuity to staff who have not less than 10 years current continuous service.
- (b) Retiring for the purpose of this clause is defined as permanent cessation of regular paid employment

For the purposes of establishing eligibility for a gratuity, total Board 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.

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.

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.

The employer may pay a full gratuity to employees, who have 10 years' service, where they can produce acceptable evidence to substantiate that they are unable to continue regular employment on medical grounds or other special circumstances.

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.

For the purposes of calculating the amount of gratuity which the Board 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.

An employee who is granted leave without pay and who remains in the service of the Board, will, on retirement, have such leave aggregated with other service for gratuity purposes.

Scale of Maximum Gratuities

Period of total service	Maximum Gratuity
Not less than 10 years and less than 11 years	31 days' pay
Not less than 11 years and less than 12 years	35 days' pay

Not less than 12 years and less than 13 years	39 days' pay
Not less than 13 years and less than 14 years	43 days' pay
Not less than 14 years and less than 15 years	47 days' pay
Not less than 15 years and less than 16 years	51 days' pay
Not less than 16 years and less than 17 years	55 days' pay
Not less than 17 years and less than 18 years	59 days' pay
Not less than 18 years and less than 19 years	63 days' pay
Not less than 19 years and less than 20 years	67 days' pay
Not less than 20 years and less than 21 years	71 days' pay
Not less than 21 years and less than 22 years	75 days' pay
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Not less than 29 years and less than 30 years	116 days' pay
Not less than 30 years and less than 31 years	123 days' pay
Not less than 31 years and less than 32 years	129 days' pay
Not less than 32 years and less than 33 years	135 days' pay
Not less than 33 years and less than 34 years	141 days' pay
Not less than 34 years and less than 35 years	147 days' pay
Not less than 35 years and less than 36 years	153 days' pay
Not less than 36 years and less than 37 years	159 days' pay
Not less than 37 years and less than 38 years	165 days' pay

Not less than 38 years and less than 39 years	171 days' pay
Not less than 39 years and less than 40 years	177 days' pay
Not less than 40 years	183 days' pay

Nelson-Marlborough DHB

1. Tradespersons Allowance - an allowance of \$2.00 per hour will be paid whilst trades people are performing the duties of filter cleaning or extra dirty work when assisting plumbers and/or working in a sewerage environment.
2. On-Call
 - 2.1 On-call roster – Employees are only required to be rostered on call for one week in every five week period unless otherwise agreed.
 - 2.2 Home Calls Allowance – If an employee is called at home by the Hospital Switchboard or by their manager outside of normal working hours and is able to resolve the problem from home. They will be paid \$30.00 for each call with a maximum of one call being paid each hour. This payment will not be paid if the employee is subsequently called back to work as the provisions of 6.3 will then apply.
 - 2.3 Christmas Period On-Call Allowance

Employees required to be on call during the Christmas/New Year holiday period as determined by the employer will be paid an allowance of \$11.50 for each 24 hour period that they are required to be on call to a maximum of 16 days. This is in addition to the standard on call payments.

Employees required to perform On-Call duties outside of their home district will receive an additional allowance of \$11.50 for each 24 hour period that they are required to be On-Call.
 - 2.4 On-call leave – Employees who are part of the on-call rostering system are entitled to an additional three days annual leave per annum.
 - 2.5 Call Backs – An employee shall be paid for a minimum of three hours at double the normal hourly rate, or for actual working and traveling time, whichever is the greater, when the employee:
 - Is called back to work after completing the days work, and having left the place of employment, or
 - Is called back before the normal time of starting work and does not continue working until such normal start time, except that: call backs commencing and finishing within the minimum period covered by an earlier call back shall not be

paid for. Where a call back commences before and continues beyond the end of a minimum period for a previous call back, payment shall be made as if the employee had worked continuously from the beginning of the previous call back to the end of the later call back.

3. Weekend Rates – Employees will be paid at T2 (double time) their normal hourly rate for all hours worked between Midday Saturday and Midnight Sunday
4. Meal Allowance – Where an employee is required to work overtime for more than one hour and such overtime extends over the employee's usual meal time the employer shall either provide a meal or pay the employee a meal allowance of \$11.90.
5. Retirement Gratuities
 - 5.1 For employees who were employed by the employer on 1 November 1993, the employer may pay a retiring gratuity to those employees retiring from the Board, who have had no less than ten years' service with qualifying organisations (ie. the existing qualifying service of employees employed by the Board prior to 1 November 1993 is recognised).
 - 5.2 The provisions of this clause will not apply to employees who were not employed by the employer on 1 November 1993.
 - 5.3 For the purposes of establishing eligibility for a gratuity, total Board 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.
 - 5.4 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.
 - 5.5 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.
 - 5.6 The employer may pay a full gratuity to employees, who have 10 years' service, where they can produce acceptable evidence to substantiate that they are unable to continue regular employment on medical grounds or other special circumstances.
 - 5.7 The calculation of a gratuity entitlement shall be in accordance with the scale detailed in clause 5.10 below, provided that the amount of any gratuity previously received in respect of service taken into account in the calculation shall be deducted.

5.8 For the purposes of calculating the amount of gratuity which the Board 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.

5.9 An employee who is granted leave without pay and who remains in the service of the Board, will, on retirement, have such leave aggregated with other service for gratuity purposes.

5.10 Scale of Maximum Gratuities

Period of total service	Maximum Gratuity
Not less than 10 years and less than 11 years	31 days' pay
Not less than 11 years and less than 12 years	35 days' pay
Not less than 12 years and less than 13 years	39 days' pay
Not less than 13 years and less than 14 years	43 days' pay
Not less than 14 years and less than 15 years	47 days' pay
Not less than 15 years and less than 16 years	51 days' pay
Not less than 16 years and less than 17 years	55 days' pay
Not less than 17 years and less than 18 years	59 days' pay
Not less than 18 years and less than 19 years	63 days' pay
Not less than 19 years and less than 20 years	67 days' pay
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Not less than 24 years and less than 25 years	87 days' pay
Not less than 25 years and less than 26 years	92 days' pay
Not less than 26 years and less than 27 years	98 days' pay
Not less than 27 years and less than 28 years	104 days' pay
Not less than 28 years and less than 29 years	110 days' pay

Not less than 29 years and less than 30 years	116 days' pay
Not less than 30 years and less than 31 years	123 days' pay
Not less than 31 years and less than 32 years	129 days' pay
Not less than 32 years and less than 33 years	135 days' pay
Not less than 33 years and less than 34 years	141 days' pay
Not less than 34 years and less than 35 years	147 days' pay
Not less than 35 years and less than 36 years	153 days' pay
Not less than 36 years and less than 37 years	159 days' pay
Not less than 37 years and less than 38 years	165 days' pay
Not less than 38 years and less than 39 years	171 days' pay
Not less than 39 years and less than 40 years	177 days' pay
Not less than 40 years	183 days' pay

6. **Sick Leave Accrual** – Any period of sick leave not taken during one qualifying year will be added to the next year's entitlement.

South Canterbury

Retiring Gratuities

- 36.1 The Employer may pay a retiring gratuity to staff retiring from the Employer who have had not less than 10 years' service with the Employer, and one or more other Companies and with one or more of the following services; the Public Service, the Post Office, New Zealand Railways or any University in New Zealand.
- 36.2 For the purposes of establishing eligibility for a gratuity, total Employer 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.
- 36.3 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.
- 36.4 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 Agreement has been made or who is in a de facto relationship.

- 36.5 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.
- 36.6 For the purpose of calculating the amount of gratuity which the Employer may pay the rate of pay on retirement shall be the basic rates of salary of wages.
- 36.7 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.

Scale of Maximum Gratuities

Period of total service	Maximum Gratuity
Not less than 10 years and less than 11 years	31 days' pay
Not less than 11 years and less than 12 years	35 days' pay
Not less than 12 years and less than 13 years	39 days' pay
Not less than 13 years and less than 14 years	43 days' pay
Not less than 14 years and less than 15 years	47 days' pay
Not less than 15 years and less than 16 years	51 days' pay
Not less than 16 years and less than 17 years	55 days' pay
Not less than 17 years and less than 18 years	59 days' pay
Not less than 18 years and less than 19 years	63 days' pay
Not less than 19 years and less than 20 years	67 days' pay
Not less than 20 years and less than 21 years	71 days' pay
Not less than 21 years and less than 22 years	75 days' pay
Not less than 22 years and less than 23 years	79 days' pay
Not less than 23 years and less than 24 years	83 days' pay
Not less than 24 years and less than 25 years	87 days' pay
Not less than 25 years and less than 26 years	92 days' pay

Not less than 26 years and less than 27 years	98 days' pay
Not less than 27 years and less than 28 years	104 days' pay
Not less than 28 years and less than 29 years	110 days' pay
Not less than 29 years and less than 30 years	116 days' pay
Not less than 30 years and less than 31 years	123 days' pay
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Not less than 32 years and less than 33 years	135 days' pay
Not less than 33 years and less than 34 years	141 days' pay
Not less than 34 years and less than 35 years	147 days' pay
Not less than 35 years and less than 36 years	153 days' pay
Not less than 36 years and less than 37 years	159 days' pay
Not less than 37 years and less than 38 years	165 days' pay
Not less than 38 years and less than 39 years	171 days' pay
Not less than 39 years and less than 40 years	177 days' pay
Not less than 40 years	183 days' pay

Note: These are consecutive rather than working days.

E tū Support Services Collective Agreement 31 August 2017 – 14 June 2018

Overtime

Overtime worked between the hours of 10.00pm and 6.00am Monday to Friday, shall be paid at rate 1.5 for the first two hours and at rate 2 thereafter. Overtime worked on Saturdays, Sundays and on Public Holidays shall be paid at rate 2.

Offensive Matter

When an employee is working in direct contact with human or animal faeces or other similarly offensive matter on linen during the course of her/his duties she/he shall be paid T1/4 rate in addition while undertaking such work. It is the responsibility of the sorting room employees to submit the claim for payment under this clause to the Unit Manager for approval.

Retiring Gratuities

- 15.1 The Employer may pay a retiring gratuity to staff permanently retiring from the workforce who have had no less than 10 years service with the Board, or with the Board or one or more other Companies and with one or more of the following services: the Public Service, or any University in New Zealand. Provided that, for employees engaged after 1 July 1992, to 30 November 1995 only service with Area Health Boards and Crown Health Enterprises shall be recognised. Employees employed after 1 December 1995 only service with South Canterbury District Health Board will be recognised.
- 15.2 For the purposes of establishing eligibility for a gratuity, total 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 wholetime equivalent for the purpose of establishing eligibility.
- 15.3 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.
- 15.4 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 Agreement has been made or who is in a de facto relationship.
- 15.5 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.
- 15.6 For the purposes of calculating the amount of gratuity, which the Board may pay, the rate of pay on retirement shall be the basic rate of salary or wages.
- 15.7 An employee who is granted leave without pay and who remains in the service of the Board will, on retirement, have such leave aggregated with other service for gratuity purposes.

Taranaki DHB

Call Outs

Where an employee is call out they will be paid a minimum of three hours pay at T1.5,

On-Call

An employee instructed to be on call during normal off duty hours shall be paid an on-call allowance of \$4.75 per hour except on public holidays when the rate shall be \$7.17 per hour.

The on-call allowance is payable for all hours the employee is rostered on call including time covering an actual call out.

Annual Leave

- On completion of two (2) years current continuous service employees shall be entitled to 4.4 weeks annual leave.
- On Completion of five (5) years current continuous service you shall be entitled to 5 weeks annual leave.

Sick Leave – The amount of sick leave available to an employee is unspecified. It is the manager's responsibility to monitor the use of these provisions.

Wairarapa DHB

Hours Of Work:

Wairarapa: Core hours of work are 7 am – 7 pm

Call Back Rates:

Between 10 pm and 6 am is paid at double time

Phone Reimbursement:

Where an employee is requested to participate in a regular and rotating on-call roster employees will be provided with a cell phone or pager. Where the employee is provided with a pager only, they will be entitled to receive reimbursement of half the cost of the private telephone rental.

Waikato DHB

Retiring Gratuities

Note: This clause shall not apply to employees employed after the 30 June 1992.

1. Retiring gratuities may be pay a retiring gratuity to staff retiring from the company who have had not less than 10 years service with the employer and one or more other District Health Board, Hospital or Health Service, Crown Health Enterprise Hospital or Area Health Board and with one or more of the following services: the Public Service, the Post Office, NZ Railways or any university in New Zealand.
2. For the purposes of establishing eligibility for a gratuity, total organisation service will 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.

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.
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.
5. 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.
6. For the purposes of calculating the amount of gratuity which the employer will pay the rate of pay on retirement shall be the basic rates of salary or wages.
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.

SCALE OF MAXIMUM GRATUITIES

Period of total service	Maximum Gratuity
Not less than 10 years and less than 11 years	31 days' pay
Not less than 11 years and less than 12 years	35 days' pay
Not less than 12 years and less than 13 years	39 days' pay
Not less than 13 years and less than 14 years	43 days' pay
Not less than 14 years and less than 15 years	47 days' pay
Not less than 15 years and less than 16 years	51 days' pay
Not less than 16 years and less than 17 years	55 days' pay
Not less than 17 years and less than 18 years	59 days' pay
Not less than 18 years and less than 19 years	63 days' pay
Not less than 19 years and less than 20 years	67 days' pay
Not less than 20 years and less than 21 years	71 days' pay
Not less than 21 years and less than 22 years	75 days' pay
Not less than 22 years and less than 23 years	79 days' pay

Not less than 23 years and less than 24 years	83 days' pay
Not less than 24 years and less than 25 years	87 days' pay
Not less than 25 years and less than 26 years	92 days' pay
Not less than 26 years and less than 27 years	98 days' pay
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Not less than 29 years and less than 30 years	116 days' pay
Not less than 30 years and less than 31 years	123 days' pay
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Not less than 32 years and less than 33 years	135 days' pay
Not less than 33 years and less than 34 years	141 days' pay
Not less than 34 years and less than 35 years	147 days' pay
Not less than 35 years and less than 36 years	153 days' pay
Not less than 36 years and less than 37 years	159 days' pay
Not less than 37 years and less than 38 years	165 days' pay
Not less than 38 years and less than 39 years	171 days' pay
Not less than 39 years and less than 40 years	177 days' pay
Not less than 40 years	183 days' pay

Note: These are consecutive rather than working days.

Meal Allowance

Employees required to work in excess of one hours overtime Monday to Friday, of five hours or more continuous work on a Saturday or Sunday, or who are required to work periods of continuous call back of five hours or more in duration, shall either be provided with a reasonable meal by the employer or shall be paid meal money at the rate of \$14.32.

Continuous Service

For Building Maintenance Workers, Building Tradespersons, Electricians, Fitters, Plumbers.

For employees employed before 30 June 1992 for the purposes of the following provisions:

Annual Holidays, Sick Leave, Sickness at Home, Special Holidays for Long Service, Retirement Gratuities, Bereavement Leave, Parental Leave

- (a) A change in status of a district health board to another similar entity (ie previous change of HHS to District Health Board)
- (b) The transfer of employment between DHBs or their predecessors; or
- (c) The commencement of employment with the DHB following previous employment in the state services; or
- (d) A break of less than one month between successive periods of state or hospital employment

Note: for the purpose of this clause “transfer” within state and hospital employment includes situations where transfer is effected by means of a redeployment agreement

Hawkes Bay DHB Schedule

Hours Of Work

The time of starting and ceasing work between these hours shall be mutually agreed upon in each establishment.

Meal Breaks and Rest Periods

Except when required for urgent or emergency work and except as provided in 9.2 below, no employee shall be required to work for more than four and a half hours continuously without being entitled to a meal break of not less than half an hour.

An employee unable to be relieved from work for an uninterrupted meal break shall be entitled to have a meal while on duty and this period shall be regarded as working time.

Except where provided for in 9.2 above an employee unable to take a meal after four and a half hours, half-ordinary time shall be paid as a penalty payment from the expiry of 4 1/2 five hours until the time of taking the meal break.

Minimum Break Between Spells of Duty

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

- (a) The penalty payment provisions of this clause will not apply in any case where the result would be to give an employee a lesser payment than they would otherwise have received.
- (b) Time spent off duty during ordinary hours solely to obtain a nine-hour break shall be paid at ordinary time rates. Any absence after the ninth continuous hours of such a break, if it occurs in ordinary time, shall be treated as a normal absence from duty.

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

Overtime

The following provisions are in addition to the overtime provisions in the body of this agreement:

- (a) The employer shall provide a suitable meal or shall allow meal allowance at the rate prescribed in Section 1 of the Second Table, when workers are called upon to work:
 - (i) in excess of two hours overtime on Monday, Tuesday, Wednesday, Thursday or Friday;
 - (ii) after 1 p.m. on a Saturday or Sunday.

Provided that where such workers can reasonably get home for meal and return to their work within one hour the meal allowance need not be paid.

When working protracted overtime either a suitable meal shall be provided or the meal allowance shall be paid every four and a half hours that overtime continues, provided workers are required to continue working after the meal interval; and provided, further, that the period of four and a half hours may be varied by agreement.

- (a) No overtime shall be worked on a union meeting night except on urgent work.
- (b) Except in unforeseen circumstances, the employer shall give not less than 24 hours' notice of the requirement to work overtime. Where notice has been given that overtime is to be worked but the worker's services are not required, the employer shall advise the worker at least four hours before the overtime was due to begin or pay the worker for two hours at ordinary rate.
- (c) When working protracted overtime reasonable meal intervals, other than for the normal evening meal, shall be paid for.

Call-Backs

- (a) Any hours worked in excess of three hours for a call back shall be paid at the appropriate rate. Provided that for the purpose of the payment, more than one call completed within the specified period of three hours shall be deemed to be one call.
- (b) A worker who is called back after having had nine continuous hours off duty shall be entitled to six hours off duty on the completion of a call back without loss of ordinary time earnings.
- (c) The provisions of this subclause will not apply where a worker is called out to work overtime within two hours of the normal starting time.
- (d) For the purpose of this subclause, one single emergency call back of one hour's duration or less shall be deemed not to interrupt the continuity of off-duty time, where such a call out is completed before 12 midnight or commences after 5.00 a.m.

On Call – Costs

Taken from clause 10 (d) of the 2018 – 2020 HBDHB SECA(d) Where an employee is instructed by his/her controlling officer to be regularly "on-call" and is required to have a telephone in his/her private residence for "on-call" purposes, half of the costs of the annual private rental shall be reimbursed. Provided that for the purpose of this clause "regularly" shall mean a total period in excess of ten weeks of "on-call" duties in any one year. Where the number of employees sharing an "on-call" roster is in excess of five, the total amount of telephone rental which would be reimbursed under this subclause to only five employees shall be divided proportionately amongst the employees sharing the roster, provided that in no instance shall the amount of rental reimbursed to an employee in any 12- month period exceed half the cost of annual private rental. Refund of half the cost of telephone rental when an employee is required to be on-call. This provision will not apply when the DHB provides a cell phone to an employee when on call.

Allowances

Section 2: Qualification Payments:

The following payments will be paid in addition to the employees hourly wage/salary

		Per hour from 1 September 2018
(i)	Trade Certificate or its NZQA equivalent	67 cents
(ii)	Advanced Trade Certificate	67 cents
(iii)	Second Advanced Trade Certificate	67 cents

(iv)	Craftsman Plumber	67 cents
(v)	Craftsman Gasfitter	67 cents
(vi)	Electrical Inspector	67 cents
(vii)	NZCE	67 cents
(viii)	NZCB	67 cents

(c)	Higher Duties Allowance As prescribed in clause 13.8 of this agreement	\$31.46 per day
(d)	Sole Trade A tradesperson who is not an overseer, or leading hand who is employed as the sole tradesperson in the trades group in an undertaking	\$25.04 cents per hour
(e)	Leading Hand An employee who is appointed by the employer to that position and who is usually in charge of two or more workers	\$3.50 cents per hour
(f)	Tool Allowance As prescribed in clause 14 and the applicable schedule of this agreement	98 cents per hour
(g)	Building Safety Supervisor As prescribed in clause 44 of this agreement	\$2.78 per day
(h)	Unusually dirty or offensive work When situations arise that require workers to work in unusually dirty, dangerous, offensive or hazardous conditions, prior to such work being undertaken agreement shall be reached between the parties on the level of payment for such work.	To be agreed

(i}	Boiler repair work All work in used boilers, smoke-boxes, uptakes, funnels and between any used boiler and its brickwork or any repair or maintenance work carried out within coal bunkers, coal elevators, chutes, screws and ash handling equipment, shall be paid:	Half ordinary time rate in addition to the rate appropriate to the time.
U}	Boiler duties on Weekends or Statutory Holidays No allowances are applicable for performing this task. An additional day for work on a public holiday shall be granted.	\$41.95
	Meal Allowance As prescribed in this agreement.	\$12.73 per meal

Reimbursing Payments

Incidental Expenses

- As prescribed in clause 30 of this agreement – \$7.81 per day
- (a) Motor cycles, motor scooters, mopeds and power cycles – 24 cents per kilometer

Sick Leave

The sick pay provisions in this clause are intended to provide for all employees in respect of enforced absence due to sickness or injury. For the first 12 months of employment Employees are entitled to sick leave as per clause 20 of this Agreement.

- (a) After 12 months service, the amount of sick leave available is unspecified.
- (b) Where an employee has a consistent pattern of short term sick leave absences, or where there is concern over the number of days taken, a review will be undertaken by Hawkes Bay District Health Board.
- (c) The focus of the review will be to assist the employee in establishing practical arrangements to recover from sickness or injury, However the review may:
- Require the employee to support all future sick pay claims with a medical certificate; and/or
 - Require the employee to undergo an examination by a medical practitioner nominated by the employer;

- Restrict or withdraw the sick pay provisions of this clause.

Where a whole-time employee is incapacitated by sickness or injury arising out of and in the course of employment, full wages may be paid during incapacity for a period of up to 26 weeks. Any extensions beyond 26 weeks require the approval of the employer. The period for which wages are paid in accordance with the provisions of this subclause shall not be regarded as sick leave with pay for the purposes of the foregoing provisions of this clause.

- (a) Sick leave in relation to annual and long service leave -
- (b) When sickness occurs during annual or long service leave the employer shall permit the period of sickness to be debited against sick leave entitlement, except where the sickness occurs during leave following relinquishment of office, provided:
 - (i) the period of sickness is more than three days;
 - (ii) a medical certificate is produced, showing the nature and duration of the illness.
- (c) In cases where the period of sickness extends beyond the approved period of annual or long service leave, approval shall also be given to debiting the portion which occurred within the annual or long service leave period against sick leave entitlement if the total continuous period of sickness exceeds three days.

Annual Leave

Any employee who currently has a superior entitlement shall have that entitlement grand-parented by way of individual letter. There shall be a period of 6 months for individuals and the DHB to identify any individual entitlements that are superior.

Long Service Leave

Deceased employees - in the event of the death of an employee who was eligible for long service leave but has not taken the leave, any monies due will be paid to the deceased estate.

Incidental Expenses

Where a worker is required in the course of his/her duties to be absent from his/her home town overnight, the employer shall provide suitable board and lodging and the worker shall be paid in addition an allowance to cover incidental expenses not otherwise recoverable as prescribed in Section 2 of the Second Table of this agreement.

Termination Of Employment

Not less than one week's notice shall be given on either side to terminate a worker's engagement in the case of a weekly worker.

Redundancies

- (a) When applying sub-clause 40.3.4 of this agreement the options in the subclause shall be voluntary and invoked and negotiated on a case by case basis between the union and the employer.

This provision comes from clause 57 (a) of the HBDHB CA.

Part 9 - Tools and Equipment

2. *Tool Allowance*

Tradespersons covered by this agreement required to provide his/her own tools (except drills, taps, hacksaw blades and files) shall supply the tools and be paid the tool/footwear allowance as prescribed in Section 3(f) of the First Table.

The tool allowance shall not be payable if an employer provides all the tools required. Every worker who is in receipt of tool allowance shall provide and maintain in good order an adequate kit of tools to be available when required for work.

The minimum standard set of tools required shall be:

Sufficient tools to efficiently carry out the work on which the person is employed.

3. *Replacement Of Tools*

The employer shall either replace or repair worker's tools which the worker is required to supply and/or clothing (including footwear) lost or damaged by theft or fire on the job in the following circumstances:

- (i) Loss or damage by theft - During non-working hours only provided that they had been stored by the worker in the place and in the manner directed by the employer or his/her representative.
- (ii) Loss or damage by fire - At all hours provided that when not in use they have been stored by the worker in the place and in the manner directed by the employer or his representative.
- (iii) Loss or damage while such tools and/or clothing are being transported by the employee.
- (iv) The employer shall be responsible for safeguarding a worker's tools and/or clothing including footwear when the worker leaves his/her job through sickness or accident.

4. *Tools Provided by The Employer*

- (a) **Plumbers** - The employer shall provide workers with soldering bolts, pipe fitting tools, metal pots, springs, hacksaw blades, mandrills, files and safety helmets when required in terms of the Construction Act 1959. All tools and safety helmets shall be returned in good order and condition, reasonable wear and tear excepted or they shall be paid for by the workers. Lamps shall be kept in good repair by the employer. Earth jumper leads for use when cutting water and gas pipes shall be made available by the employer for maintenance or repair work when required.
- (b) **Electricians** -
 - (i) The employer, on the coming into operation of this agreement, shall see that each worker is supplied with conduit and woodcasting fitting tools, which shall comprise stocks and dies, tenon saw, pipe vice, hacksaw blades and files, and where necessary shall provide soldering bolts, plugging chisels, blowlamps, snips, spanners and footprint pliers when of unusual size, keyhole saw blades, all augers, and all woodbits over 1 inch in size, metal drills, taps and dies, torches and batteries, and all test equipment. All steps and ladders required shall be provided by the employer.
 - (ii) Workers shall- sign for any tools served to them, if requested by the employer, and shall return such tools in good order, subject to fair wear and tear. Suitable facilities shall be provided by the employer for safely storing tools.
 - (iii) Any tools or gear required to do a special job shall be provided by the employer.
- (c) **Carpenters** - Tools - For carpentry, joinery and joinery machining work, the employers shall provide the following tools when they are required on a job or in a workshop: Sawgrips, grinding facilities for tools, benches, dogs and cramps of all descriptions, augers of all sizes, star drills, bits not ordinarily used in a brace (including 1' bommedeau bits), dowell plates, trammels, hand and thumb screws, and all tools required for all materials other than wood.
- (d) **Team Worker**- the employer shall provide all tools for the Team Worker to perform the duties.
- (e) **Painters** - Painters will supply and maintain a full set of hand tools that are necessary to carry out the tasks required to be undertaken. The list of tools will be agreed between the employee and the line manager.

Safety

5. *Safe Conditions at Work*

- (a) When welding or gas cutting of galvanised material is being done, provision shall be made for the removal of objectionable fumes and one pint of milk shall be provided each morning and/or afternoon.
- (b) Any worker requested to mix electrolyte or fill wet cell batteries with electrolyte shall when substantially employed on such work, be supplied with one pint of milk each day.
- (c) No worker shall be required to enter any furnace or chamber while the boiler is under steam pressure, nor shall any worker be required to enter any boiler connected by steam-pipe to another boiler if such second boiler is under steam pressure unless the communicating valve between the two boilers is securely closed and locked.
- (d) No worker shall be compelled to work in any place where the temperature has been raised above 54 degrees Celsius.
- (e) A worker shall not be required to carry out the following work without an assistant competent to carry out emergency measures: Maintenance work on lifts, work on moving machinery, work on ladders, etc., where danger of slipping exists or work which involves the risk of electrocution.
- (f) Repairs shall not be done in lift shafts or other dangerous places of a similar nature when the same are in ordinary use.
- (g) A worker shall not be required to work on a ladder where there is a danger of the ladder slipping or getting knocked, or over moving machinery unless he/she is satisfied adequate safety precautions have been taken.

All ladders shall be supplied with suitable non-skid footing attachments and a permanent tie-rope of not less than 2m in length, and outside work ladders in addition shall have the top rung replaced by a chain.

- (h) No worker shall be required to carry material, equipment, or tools of a weight in excess of 12 kg to or from the place where a job is to be performed.
- (i) No worker shall be permitted to use an explosive tool such as a bolt pistol unless he/she holds a certificate in terms of the Construction Regulations 1961 from the supplier of the tool that he/she has been instructed in the care and use of the device and is fully qualified to operate it.
- (j) Radiation hazard - All areas where there is a likelihood of exposure to radiation are to be clearly marked in accordance with prescribed standards and persons required to work in these areas are to be provided with adequate safeguards.
- (k) (i) All workers exposed to germs of infectious diseases shall be provided with protective equipment necessary to guard them against infection. Furniture and hospital equipment removed from such wards shall be fumigated before workers are required to work on it.

- (ii) Where, in the opinion of the medical officer in charge, there is any danger of infection, any worker required to work in alterations or repairs to a hospital for the treatment of infectious diseases shall be medically examined (including x-ray) during working hours without loss of pay before being employed on such work, and upon completion of work, shall be further examined in a similar manner.
- (l) No worker shall be compelled to work in any place infected with a notifiable disease. A worker employed in any such place shall be reasonably protected against such disease to the satisfaction of the medical officer or authority in charge of the case.
- (m) Where practicable and necessary, reasonable shelter shall be provided to protect workers from cold winds or wet weather when working in the open.
- (n) The employer shall have available for perusal by workers a copy of the Health and Safety In Employment Act 1992.
- (o) Safety Supervisor - A carpenter or painter appointed by the organisation and acting as a building safety supervisor under the Construction Act 1959, shall be paid the allowance specified in Section 3(g) of the First Table whilst so employed.
- (p) Where an Inspector of the Department of Health or Labour requires that a job delegate or shop steward be present for a prearranged inspection, the employer shall ensure that a shop steward or job delegate is available.
- (q) The employer shall provide adequate washing facilities with hot water, and provision for hot and cold showers, adequate mess facilities and locker accommodation, adequate lavatory accommodation, and see that such facilities are kept clean.
- (r) Either a continuous towel-dispensing system or individual towels shall be provided.
- (s) Provision shall also be made for heating workshops in cold weather and for securing and maintaining a reasonable temperature in the workshop in hot weather.
- (t) In workshops with concrete floors, workers substantially engaged at benches should have a floor covering of suitable material where the worker is required to stand.

First Aid

- (a) Except in premises when first aid room facilities are provided, a St John or an equivalent emergency case, fully equipped, shall be kept in a convenient and accessible place in every establishment, also a chart of instructions for treating cases of apparent electrocution shall be prominently displayed in every establishment. A first aid kit shall be provided in each of the employer's vehicles used as a mobile workshop, or vehicles used to convey glass.

- (b) In establishments employing more than one worker covered by this agreement or an apprentice, competent instruction on life resuscitation shall be given to each worker during normal working hours. Such instruction shall be arranged by the employer on an annual basis.

Continuous Service for Those Employees Employed as at 3 November 1994

"Continuous Service" for the purpose of the following provisions:

- Annual Holidays
- Special Holidays for Long Service
- Retirement Gratuities
- Sick Leave
- Sickness at Home
- Bereavement Leave
- Parental Leave

means that continuous service with the same employer shall not be deemed to be broken by reason of;

- (a) a change in status of a hospital board to -that of an Area Health Board; Crown Health Enterprise (CHE); or
- (b) the transfer of employment between hospital boards, between hospital boards and area health boards and between area health boards, or all the aforementioned and Crown Health Enterprise's (CHE's); or
- (c) the commencement of employment with a hospital, area health board, or Crown Health Enterprise (CHE) following previous employment in the State Services; or
- (d) a break of less than one month between successive periods of state or hospital employment.

Schedule B: Continuous Service for Those Employees Employed as at 3 November 1994

- (a) Continuous service is defined as not less than six months' continuous service with this Organisation and its predecessors. However Employees who were employed as at the 3rd day of November 1994 shall continue to have their service recognised in accordance with the details set out below.
- (i) Health Service

- (ii) 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.
- (b) 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.
 - (c) 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 contracts;
 - (ii) recognised training courses;
 - (iii) military service;
 - (iv) New Zealand Government service on secondment or otherwise in the Cook Islands, Niue or Tokelau Islands.

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.

Schedule C: Previous Service for Enhanced Early Retirement and Severance Payments

- (a) "Service" for the purposes of this subclause means total aggregated service with Hawke's Bay District Health Board and its predecessors. However Employees who were employed as at the 3rd day of November 1994 shall

continue to have their service recognised in accordance with the details set out below.

- (i) Public Service
- (ii) Post Office
- (iii) New Zealand Railways
- (iv) any University in New Zealand
- (v) any Health Centre in any New Zealand Polytechnic and/or College of Education but excludes any service with any of the above services or with any Board 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 Boards.

Scheduled: Retirement Gratuities

This clause applies only to those employees who were in the employ of Hawkes Bay District Health Board as at the 3rd day of November 1994.

- (a) The employer may pay a retiring gratuity to staff retiring from the board who have had no less than 10 years' service with the employing board, with that board and one or more other 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.
- (b) For the purposes of establishing eligibility for a gratuity, total 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 whole-time equivalent for the purpose of establishing eligibility.
- (c) 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.
- (d) 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.
- (e) The employer may also grant an employee who is resigning after ten years service due to unavoidable circumstances, i.e. injury or ill health, a retiring gratuity on the following basis:

- An employee within **five** years of the retiring age - full gratuity to be considered;
 - Any other employee in this situation - a half gratuity to be considered.
- (f) 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.
- (g) For the purposes of calculating the amount of gratuity which a board may pay the rate of pay on retirement shall be the basic rates of salary or wages plus adult allowance and dependants allowance.

Scale Of Maximum Gratuities

Period of total service	Maximum Gratuity
Not less than 10 years and less than 11 years	31 days' pay
Not less than 11 years and less than 12 years	35 days' pay
Not less than 12 years and less than 13 years	39 days' pay
Not less than 13 years and less than 14 years	43 days' pay
Not less than 14 years and less than 15 years	47 days' pay
Not less than 15 years and less than 16 years	51 days' pay
Not less than 16 years and less than 17 years	55 days' pay
Not less than 17 years and less than 18 years	59 days' pay
Not less than 18 years and less than 19 years	63 days' pay
Not less than 19 years and less than 20 years	67 days' pay
Not less than 20 years and less than 21 years	71 days' pay
Not less than 21 years and less than 22 years	75 days' pay
Not less than 22 years and less than 23 years	79 days' pay
Not less than 23 years and less than 24 years	83 days' pay
Not less than 24 years and less than 25 years	87 days' pay
Not less than 25 years and less than 26 years	92 days' pay
Not less than 26 years and less than 27 years	98 days' pay
Not less than 27 years and less than 28 years	104 days' pay

Not less than 28 years and less than 29 years	110 days' pay
Not less than 29 years and less than 30 years	116 days' pay
Not less than 30 years and less than 31 years	123 days' pay
Not less than 31 years and less than 32 years	129 days' pay
Not less than 32 years and less than 33 years	135 days' pay
Not less than 33 years and less than 34 years	141 days' pay
Not less than 34 years and less than 35 years	147 days' pay
Not less than 35 years and less than 36 years	153 days' pay
Not less than 36 years and less than 37 years	159 days' pay
Not less than 37 years and less than 38 years	165 days' pay
Not less than 38 years and less than 39 years	171 days' pay
Not less than 39 years and less than 40 years	177 days' pay
Not less than 40 years	183 days' pay

Note: These are consecutive, not working days.

16a Buy Out of Gratuity Provision

- (a) This provision deals with those employees, who have requested an individual buy out of their gratuity provision. As a result of this, the following clauses in this agreement will cease to apply to those employees from date of their signature on the buy out form, except when the circumstances in (b) below apply.
- (b) Employees whose requests for the buy out were approved, have a 24 month protection of their gratuity in the following circumstances:
- (i) Any employee who receives the staff severance package will receive the balance of their gratuity entitlement, calculated to equate to what they would have received as part of that severance/redundancy process.
 - (ii) Any employee who is retiring from the paid workforce will have their buy out of gratuity payment topped up. The payment will be made up to the full amount they would have received had they not been party to the buy out provisions.

These forms of protection will remain in place until 30 May 2005.

Waitemata District Health Board

Hours Of Work

Where there is a requirement to carry out planned maintenance outside the hours referred to in the Hours of Work clause, the employer shall provide 48 hours notice to the employees affected by such a requirement to undertake maintenance duties provided such maintenance shall be restricted to situations where disruption to service activities is to be avoided.

Meal Periods

Wash-up Time

Employees shall be allowed five minute before ceasing work at recognised meal times and before ceasing work at the end of the day for washing and cleaning themselves.

Higher Duties Allowance

At the discretion of the employer a tradesperson may be required to substantially perform the duties and carry out the responsibilities of a supervisor or achieved technical or advanced trade certification proficiency, or where there is a significant increase in responsibility/accountability which is required by the employer and greater than the original role employed within.

Where the employee is so engaged an allowance shall be paid for the first and full and subsequent days where they are appointed to this position by the employer at the rate of \$24.00 per day.

Overtime

Equivalent time off in lieu of overtime payment on an hour for hour basis for overtime worked may be agreed between the employer and the employee.

Except in unforeseen circumstances the employer shall give not less than 24 hours notice of the requirement to work overtime. Where notice has been given that the overtime is to be worked but the worker's services are not required the employer shall advise the worker at least four hours before the overtime was due to begin or pay the worker for two hours at ordinary rate.

Public Holidays

Where an employee is required to work on a public holiday, the employee shall be paid at the rate of 2 times the ordinary rate of pay only for the time worked on that date provided that the employee shall be paid a minimum of four hours.

Annual Holidays

Employees who are required to be on call for a 7 day period, for each rostered on-call period, shall be entitled for 1.5 days time in lieu for each 7 day period. This leave is to be taken within 6 months of accrual or it will expire. Leave is to be applied for in advance and not later than 5 months after it is accrued. Leave will be approved at manager's discretion, taking into account operational requirements of the organisation, but approval will not be unreasonably withheld.

Long Service Leave

Continuous service is defined as not less than six months continuous service with a District Health Board or previous entity.

- (a) Notwithstanding the above employees of a District Health Board or previous entity employed prior to 24 April 1991 shall continue to have all periods of service recognised prior to that date credited for the purpose of long service leave while they remain employed by a District Health Board.
- (b) Provided further that notwithstanding the above employees of a District Health Board or previous entity employed prior to 1 July 1992 shall continue to have all periods of service recognised prior to that date credited for the purposes of long service leave while they remain employed by the District Health Board.

Parental Leave

Lump Sum Payment

- (a) Where an employee who is entitled to parental leave of up to 12 months, returns to duty before or at the expiration of leave or extended leave, they shall be paid a payment equivalent to 30 working days, (at the base salary rate), that is at the rate that would have applied for the 30 working days immediately following their ceasing duty.

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

If employment prior to confinement was part-time, however, payment shall be based on the percentage that such part-time hours bear to whole employment.

- (b) Where, for reasons pertaining to the pregnancy, an employee, on medical advice and with the consent of the employer elects to work reduced hours at any time prior to confinement, then the calculation of the lump sum payment shall be based on the proportion of full-time employment immediately prior to any such enforced reduction of hours.

- (c) An employee who is absent on parental leave for less than six weeks (30 working days) will receive that proportion of the payment that their absence represents in working days.
- (d) An employee returning from parental leave may request the employer to vary the proportion of whole employment from that which applied before the leave was taken. The granting of such a request shall be at the discretion of the employer, that's the principle of job protection cannot be guaranteed. The calculation of the lump sum payment in these circumstances shall be based on the proportion of full-time employment which applied before taking leave(excluding any temporary reduction in hours immediately prior to confinement.)

Special Protective Clothing and Equipment

Special protective clothing shall be provided by the employer as set out below. All items provided remain the property of the employer.

Work in wet conditions:

- (a) Capes or other suitable waterproof clothing
- (b) Personal gumboots, thigh boots and/or waders where necessary;
- (c) Gloves where necessary

Hot work using glass work and epoxy resins, erecting metal trusses or structural metal framework – suitable gloves.

Work with boilers/incinerators, leather gloves as necessary.

Mixing electrolyte or filling wet cell batteries with electrolyte – overalls, boots, rubber gloves and rubber apron. First aid facilities, including an adequate means for flushing eyes shall be provided.

Construction work where overhead hazards exist – protective headgear.

Oxy-acetylene or electric welding or cutting:

- (a) Goggles or helmet and gauntlets or gloves
- (b) Leather aprons and full sleeve jerkins for overhead work

Cleaning down where the air is impregnated with dust to an unusual degree – goggles and/or masks.

Work in designated noise hazard areas – suitable hearing protection of type approved by Health Department.

Barrier cream shall be available when requested.

Provisions shall be made for sterilising in a formalin box or by other means of gloves or helmets.

Safety glasses:

- (a) Eligibility for the receipt of a personal issue of standard safety neutral glasses is dependent on where an employees work is of such a nature that the wearing of eye protection lessens the risk of injury to eyes.
- (b) Where an employee who ordinarily wears optical glasses at his/her work is occasionally engaged on work in an eye danger area, he/she shall be supplied for the time he/she is engaged on such work with specially hardened neutral clip on type safety glasses to be worn over his/her normal glasses.
- (c) Where an employee who normally wears glasses at work is required to work regularly in an eye danger area, he/she is to be fitted by an optometrist with a pair of specially hardened optically correct lenses, fitted in a safety frame, at the expense of the District Health Board.
- (d) In the cases of subparagraphs (a) and (b) the glasses are to be issued on loan to the employee but to remain the property of the District Health Board whereas in the case of subparagraph (c) the glasses are to become the property of the employee.

Workers engaged in spray coating other than a water wash or other spray coating booths complying with the Labour Department's requirements shall be supplied by the employer with suitable overalls and head coverings shall be washed and cleaned at intervals of not more than one week.

When in spray coating any material is used which is detrimental to health, workers engaged in such spray coating shall be provided by the employer with satisfactory respirators which shall be maintained in an efficient condition. When spraying (other than in a booth) is done within a building workers who are in close proximity and unavoidably subject to over-spray shall be provided with masks on request.

Should a hazard audit identify further requirements, the employer will discuss with the Health and Safety delegates.

Retiring Gratuities

The employer shall pay a retiring gratuity to staff retiring from the District Health Board who have had not less than 10 years' service with the employing DHB or its predecessors, with that DHB or its predecessors and one or more other DHBs or their predecessors, and with one or more of the following services: the Public Service, the Post Office, New Zealand Railways or any university in New Zealand. Provided that for employees engaged after 1 July 1992 only service with Crown Health Enterprises, Area Health Boards and Hospital Boards shall be recognised and for employees engaged after 1 October 1999 only service with Waitemata DHB shall be recognised.

For the purposes of establishing eligibility for a gratuity, total employer services 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. 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.

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.

The employer shall in exceptional circumstances, consider the payment of half or all of the normal entitlement to those employees who leave the service of Waitemata DHB after 10 years service. Such exceptional circumstances may include sickness or retirement on medical grounds but would not usually include resignation to take up other employment.

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.

For the purposes of calculating the amount of gratuity, which Waitemata DHB may pay, the rate of pay shall be the base rate of salary or wages.

An employee who is granted leave without pay and who remains in the service of Waitemata DHB, will, on retirement, have such leave aggregated with other service for gratuity purposes.

Note

Employees intending to retire from Waitemata DHB will be required to give at least 3 months notice of their intention to retire to qualify for a retiring gratuity. A lesser period of notice may be mutually agreed between the employer and the employee. Those employees may be required to complete a statutory declaration that their intention is to retire from the paid workforce and to undertake to repay the gratuity on a pro rata basis if they return to paid employment within a two year period.

Scale Of Maximum Gratuities

Period of total service	Maximum Gratuity
Not less than 10 years and less than 11 years	31 days' pay
Not less than 11 years and less than 12 years	35 days' pay

Not less than 12 years and less than 13 years	39 days' pay
Not less than 13 years and less than 14 years	43 days' pay
Not less than 14 years and less than 15 years	47 days' pay
Not less than 15 years and less than 16 years	51 days' pay
Not less than 16 years and less than 17 years	55 days' pay
Not less than 17 years and less than 18 years	59 days' pay
Not less than 18 years and less than 19 years	63 days' pay
Not less than 19 years and less than 20 years	67 days' pay
Not less than 20 years and less than 21 years	71 days' pay
Not less than 21 years and less than 22 years	75 days' pay
Not less than 22 years and less than 23 years	79 days' pay
Not less than 23 years and less than 24 years	83 days' pay
Not less than 24 years and less than 25 years	87 days' pay
Not less than 25 years and less than 26 years	92 days' pay
Not less than 26 years and less than 27 years	98 days' pay
Not less than 27 years and less than 28 years	104 days' pay
Not less than 28 years and less than 29 years	110 days' pay
Not less than 29 years and less than 30 years	116 days' pay
Not less than 30 years and less than 31 years	123 days' pay
Not less than 31 years and less than 32 years	129 days' pay
Not less than 32 years and less than 33 years	135 days' pay
Not less than 33 years and less than 34 years	141 days' pay
Not less than 34 years and less than 35 years	147 days' pay
Not less than 35 years and less than 36 years	153 days' pay
Not less than 36 years and less than 37 years	159 days' pay
Not less than 37 years and less than 38 years	165 days' pay

Not less than 38 years and less than 39 years	171 days' pay
Not less than 39 years and less than 40 years	177 days' pay
Not less than 40 years	183 days' pay

Note: These are consecutive rather than working days.

Recognised Service for Enhanced Early Retirement

Employees are eligible if they are within 10 years of the age of eligibility for government superannuation and have a minimum of 10 years total aggregated service with the employing District Health Board or previous entity, with that District Health Board or other District Health Board with one or more of the following services:

- (a) Public Service
- (b) New Zealand Post Office
- (c) New Zealand Railways
- (d) Any University in New Zealand
- (e) Any Health Centre in any New Zealand Polytechnic or College of Education

But excludes any service with any of the above services or with any District Health Board or previous entity which has 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 District Health Board or previous entity.

Provided that for employees engaged after 1 October 1999 only service with District Health Boards and their predecessors shall be recognised.

Recognised Service for Severance/Redundancy

Service for Severance/Redundancy means total aggregated service with the employing District Health Board or recognised previous service with other District Health Boards or previous entities and with one or more of the following services:

- (a) Public Service
- (b) New Zealand Post Office
- (c) New Zealand Railways
- (d) Any University in New Zealand
- (e) Any Health Centre in any New Zealand Polytechnic or College of Education

But excludes any service with any of the above services or with any District Health Board or previous entity which has 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 District Health Board or previous entity.

Provided that for employees engaged after 1 October 1999 only service with District Health Boards and their predecessors shall be recognised.

Additional Entitlements for Severance/Redundancy

Employees with not less than 8 years service but less than 10 years service shall be paid two weeks basic salary (T1 rate only)

Employees with not less than 5 years service but less than 8 years service shall be paid one weeks basic salary (T1 rate only)

Use Of Private Motor Vehicle on Employer Business

Employees who are required by the employer and agree to use their private motor vehicle on District Health Board business shall be paid a motor vehicle allowance as adjusted from time to time.

Waitemata Technical Skills Allowance

Occupation	Description	Allowance
Carpenter	Supervisor/Advanced/Technical	\$12,852
	Carpenter	\$10,983
Painter	Painter	\$10,983
Electricians	Supervisor/Advanced/Technical	\$13,019
	Designated Advance Role	\$12,438
	Electrician	\$11,174
Fitters	Supervisor/Advanced/Technical	\$12,852
	Fitter	\$10,983
Plumbers/Boilermen	Supervisor/Advanced/Technical	\$13,019
	Designated Advance Role	\$12,438
	Plumber	\$11,174
Trades Assistants	Trade Assistant	\$8,529
Gardener	Designated Qualified Gardener	\$9,347

	Gardener/Groundstaff	\$8,307
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Note

The above Technical Skills Allowances are reviewed annually and as a result of that review may increase, decrease or be withdrawn totally.

Counties Manukau District Health Board

Hours Of Work

Where there is a requirement to carry out planned maintenance outside the hours referred to in the Hours of Work clause, the employer shall provide 48 hours notice to employees affected by such a requirement to undertake maintenance duties, provided such maintenance shall be restricted to situations where disruption to service activities is to be avoided.

Overtime

Equivalent time off in lieu of overtime payment, on an hour for hour basis for overtime worked, may be agreed between the employer and the employee.

Except in unforeseen circumstances, the employer shall give not less than 24 hours notice of the requirement to work overtime. Where notice has been given that overtime is to be worked but the worker's services are not required, the employer shall advise the worker at least four hours before the overtime was due to begin or pay the worker for two hours at ordinary rate.

Wash-Up Time

Workers shall be allowed five minutes before ceasing work at recognised meal times and before ceasing work at the end of the day for washing and cleaning themselves.

Public Holidays

Where an employee is required to work on a public holiday, the employee shall be paid at the rate of 2 times the ordinary rate of pay only for the time worked on that date provided that the employee shall be paid a minimum of four hours.

Maintenance Technicians will be entitled to a day in lieu for being on-call on a public holiday.

Long Service Leave

For all employees the following provision shall apply for long service leave:

1. Employees who have completed ten (10) years continuous service may be granted once only two (2) weeks long service leave. For each additional five

(5) years continuous service with CMDHB, the employee will be granted a further once only one (1) weeks long service leave.

2. Continuous service is defined as not less than six months' continuous service with a Crown Health Enterprise or previous entity.
 - (a) Notwithstanding the above, employees of a Crown Health Enterprise or a previous entity employed prior to 24 April 1991 shall continue to have all periods of service recognised prior to that date credited for the purpose of long service leave while they remain employed by the company.
 - (b) Provided further that, notwithstanding the above, employees of a Crown Health Enterprise or a previous entity employed prior to 1 July 1992 shall continue to have all periods of service recognised prior to that date credited for the purpose of long service leave while they remain employed by the company.
3. 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.
4. 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 an aggregate of a years 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:
 - (a) Standard New Zealand Government bursaries or similar Government sponsored awards;
 - (b) Recognised training courses
 - (c) Military Service
 - (d) New Zealand Government service on secondment or otherwise in the Cook Islands, Niue or Tokelau Islands.

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 of 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.

5. Except as provided below, long service leave must be taken within five years of qualification or it will be forfeited.
 - (a) Employees who are within two years of retirement when they qualify may at the discretion of the employer be paid salary of four weeks leave at the time of retirement.
 - (b) 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.
 - (c) Counties Manukau District Health Board may pay salary for four weeks leave to an employee who retires medically unfit after their qualifying for long service leave but before taking or forfeiting it under these rules.
 - (d) Employees who have qualified for but not taken long service leave may when resigning from a Board and commencing employment with another transfer the long service leave. The leave must however be taken within five years of qualification.

Termination Of Employment

Not less than one week's notice shall be given on either side to terminate a worker's engagement.

Retiring Gratuities

The employer may pay a retiring gratuity to staff retiring from the Company who have had no less than 10 years' service with Counties Manukau District Health Board and one or more other DHBs or previous entity and with one or more of the following services. The Public Service, or any university in New Zealand, provided that for employees engaged after 1 July 1992 only service Area Health Boards and Hospital Boards shall be recognised.

Notwithstanding the above, employees of a NZ Area Health Board employed prior to 24 April 1991- shall continue to have all periods of service recognised prior to that date credited for the purpose of calculating retirement gratuities.

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.

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.

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.

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 is deducted.

For the purposes of calculating the amount of gratuity, which the Company may pay, the rate of pay shall be the basic rate of salary or wages.

An employee who is granted leave without pay and who remains in the service of the Company, will, on retirement, have such leave aggregated with other service for gratuity purposes.

Scale Of Maximum Gratuities

Period of total service	Maximum Gratuity
Not less than 10 years and less than 11 years	31 days' pay
Not less than 11 years and less than 12 years	35 days' pay
Not less than 12 years and less than 13 years	39 days' pay
Not less than 13 years and less than 14 years	43 days' pay
Not less than 14 years and less than 15 years	47 days' pay
Not less than 15 years and less than 16 years	51 days' pay
Not less than 16 years and less than 17 years	55 days' pay
Not less than 17 years and less than 18 years	59 days' pay
Not less than 18 years and less than 19 years	63 days' pay
Not less than 19 years and less than 20 years	67 days' pay
Not less than 20 years and less than 21 years	71 days' pay
Not less than 21 years and less than 22 years	75 days' pay
Not less than 22 years and less than 23 years	79 days' pay
Not less than 23 years and less than 24 years	83 days' pay

Not less than 24 years and less than 25 years	87 days' pay
Not less than 25 years and less than 26 years	92 days' pay
Not less than 26 years and less than 27 years	98 days' pay
Not less than 27 years and less than 28 years	104 days' pay
Not less than 28 years and less than 29 years	110 days' pay
Not less than 29 years and less than 30 years	116 days' pay
Not less than 30 years and less than 31 years	123 days' pay
Not less than 31 years and less than 32 years	129 days' pay
Not less than 32 years and less than 33 years	135 days' pay
Not less than 33 years and less than 34 years	141 days' pay
Not less than 34 years and less than 35 years	147 days' pay
Not less than 35 years and less than 36 years	153 days' pay
Not less than 36 years and less than 37 years	159 days' pay
Not less than 37 years and less than 38 years	165 days' pay
Not less than 38 years and less than 39 years	171 days' pay
Not less than 39 years and less than 40 years	177 days' pay
Not less than 40 years	183 days' pay

Note: These are consecutive rather than working days.

Recognised Service for Enhanced Early Retirement

Employees are eligible if they are within 10 years of the Board's compulsory retirement age and have a minimum of 10 years' total aggregated service with Auckland Health Care Services Limited, with the Company and one or more other NZ Area Health Board, and with one or more of the following services:

- (a) Public Service
- (b) New Zealand Post Office
- (c) Transrail New Zealand
- (d) Any University in New Zealand

- (e) Any Health Centre in any New Zealand Polytechnic or College of Education.

Recognised Service for Severance

Service for Severance means total aggregated service with Counties Manukau District Health Board, with the Company, and one or more other Crown Health Enterprises or previous entity, and with one or more of the following services:

- (a) Public Service
- (b) Post Office
- (c) Transrail New Zealand
- (d) Any university in New Zealand
- (e) Any Health Centre in any New Zealand Polytechnic and/or College of Education

But excludes any service with any of the above services or with any Crown Health Enterprise or previous entity 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 Public Health Care Service Company.

Additional Entitlements for Severance/Redundancy

Employees with not less than eight years' service but less than 10 years' service shall be paid two weeks basic salary (T1 rate only)

Employees with not less than five years' service but less than 8 years' service shall be paid one week's basic salary (T1 rate only)

Uniform

The employer shall provide a uniform comprising of two trousers and two shirts to each trades person, which shall be replaced annually. The employer shall also provide a jumper which shall be replaced every two years and a jacket which shall be replaced every two years on alternate years. At the employer's discretion the jacket may be replaced at an earlier time if damaged during the course of normal duties. All uniforms shall be maintained by the employees and will remain the property of the employer.

Protective Footwear

All workers shall be issued on engagement, and at 12 month intervals thereafter, with one pair of safety boots or shoes.

Special Protective Clothing & Equipment

Work in wet conditions:

- (a) Capes or other suitable waterproof clothing
- (b) Personal gumboots, thigh boots and/or waders where necessary;
- (c) Gloves where necessary

Hot work using glass work and epoxy resins, erecting metal trusses or structural metal framework – suitable gloves.

Work with boilers/incinerators, leather gloves as necessary.

Mixing electrolyte or filling wet cell batteries with electrolyte – overalls, boots, rubber gloves and rubber apron. First aid facilities, including an adequate means for flushing eyes shall be provided.

Construction work where overhead hazards exist – protective headgear.

Oxy-acetylene or electric welding or cutting:

- (a) Goggles or helmet and gauntlets or gloves
- (b) Leather aprons and full sleeve jerkins for overhead work

Cleaning down where the air is impregnated with dust to an unusual degree – goggles and/or masks.

Work in designated noise hazard areas – suitable hearing protection of type approved by Health Department.

Barrier cream shall be available when requested.

Provisions shall be made for sterilising in a formalin box or by other means of gloves or helmets.

Safety glasses:

- (a) Eligibility for the receipt of a personal issue of standard safety neutral glasses is dependent on where an employee's work is of such a nature that the wearing of eye protection lessens the risk of injury to eyes.
- (b) Where an employee who ordinarily wears optical glasses at his/her work is occasionally engaged on work in an eye danger area, he/she shall be supplied for the time he/she is engaged on such work with specially hardened neutral clip on type safety glasses to be worn over his/her normal glasses.

- (c) Where an employee who normally wears glasses at work is required to work regularly in an eye danger area, he/she is to be fitted by an optometrist with a pair of specially hardened optically correct lenses, fitted in a safety frame, at the expense of the District Health Board.
- (d) In the cases of subparagraphs (a) and (b) the glasses are to be issued on loan to the employee but to remain the property of the District Health Board whereas in the case of subparagraph (c) the glasses are to become the property of the employee.

Workers engaged in spray coating other than a water wash or other spray coating booths complying with the Labour Department's requirements shall be supplied by the employer with suitable overalls and head coverings shall be washed and cleaned at intervals of not more than one week.

When in spray coating any material is used which is detrimental to health, workers engaged in such spray coating shall be provided by the employer with satisfactory respirators which shall be maintained in an efficient condition. When spraying (other than in a booth) is done within a building workers who are in close proximity and unavoidably subject to over-spray shall be provided with masks on request.

Flexibility Allowance

A flexibility allowance of 24 cents per hour shall be paid when it is agreed that a painter, carpenter or groundperson employee is exercising flexibility in the carrying out of their duties, according to the agreed criteria. The allowance does not apply when the Leading Hand Rate is paid.

Exceptional Or Extreme or Abnormal Working Conditions

Where there is a requirement for an employee(s) to work in conditions that are of an exceptional or extreme or abnormal nature (i.e. outside the normal range of conditions Hospital trade staff could expect to encounter) then the employee(s) and their supervisor/manager shall agree upon an appropriate compensatory payment prior to undertaking such work.

Use Of Private Motor Vehicle on Employer Business

Employees who are required by the employer and agree to use their private motor vehicle on Company business shall be paid a motor vehicle allowance as promulgated by IRD from time to time.

Special Leave

For employees who are employed by the DHB as Maintenance Technicians as of 1/3/2007, you will be entitled to reasonable time off work for events such as personal illness or that of a close family member, or bereavement of a close "family" member. The amount of time off will be at the discretion of your manager. This will generally be without deduction from the remuneration package, at the option of the manager,

who may also request evidence of the reason for the special leave. (This entitlement is deemed to be inclusive of the provisions of the Holidays Act 2003).

Advanced Trades Certificate

An Advanced Trade Certificate Allowance shall be paid to Employees who hold an Advanced Trade Certification, or relevant NZQA level 5 qualification or an equivalent level qualification.

Leading Hand Rate

An additional payment as per table below on the payable to the designated leading hand (if applicable) for each trade group.

Carpenters Allowances

	1 December 2020
Carpenter Leading Hand Allowance	\$2.44 per hour
Advanced Trade Certificate Allowance	\$0.67 per hour

Groundspersons Allowances

	1 December 2020
Groundsperson Leading Hand Allowance	\$2.29 per hour

Maintenance Trades Allowances

	1 December 2020
Maintenance Trades Leading Hand	\$2.43 per hour
Advanced Trade Certificate Allowance	\$0.66 per hour

Higher Duties

At the discretion of the of the employer a tradesperson may be required to substantially perform the duties and carry out the responsibilities of the supervisor. Where an employee is required to perform/carry out the responsibilities of a supervisor an allowance will be paid for the first full and subsequent days.

Hourly Allowance	1 December 2020
Maintenance/Trades	\$2.28

Carpenters	\$2.35
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Daily Allowance	1 December 2020
Gardeners	\$8.95

Northland DHB

Insert details

Overtime

Equivalent time off for work performed outside of normal hours may be granted in lieu of overtime by agreement between the Employee and facilities manager.

Salary Review

The Employer will review each Employee's salary at not less than yearly intervals to determine the actual salary to be paid to each Employee taking into consideration the Employees performance. This review may not necessarily result in an increase in salary.

Superannuation

Where immediately prior to the commencement of this Agreement the Employer made contributions to a superannuation scheme on behalf of the Employee, the Employer shall continue to make such contributions under the terms of this Agreement, in addition to the salary provided in 3.1 above, and in accordance with the Trust Deed of the superannuation scheme of which the Employee is a member.

Professional Indemnity Cover

The Employer will indemnify the employees for claims arising out of and in the course of their employment.

Retiring Gratuities

Staff retiring who have no less than 10 years' service with the Employer may be paid a retiring gratuity within the scale in the table below.

Scale Of Maximum Gratuities

Period of total service	Maximum Gratuity
Not less than 10 years and less than 11 years	31 days' pay

Not less than 11 years and less than 12 years	35 days' pay
Not less than 12 years and less than 13 years	39 days' pay
Not less than 13 years and less than 14 years	43 days' pay
Not less than 14 years and less than 15 years	47 days' pay
Not less than 15 years and less than 16 years	51 days' pay
Not less than 16 years and less than 17 years	55 days' pay
Not less than 17 years and less than 18 years	59 days' pay
Not less than 18 years and less than 19 years	63 days' pay
Not less than 19 years and less than 20 years	67 days' pay
Not less than 20 years and less than 21 years	71 days' pay
Not less than 21 years and less than 22 years	75 days' pay
Not less than 22 years and less than 23 years	79 days' pay
Not less than 23 years and less than 24 years	83 days' pay
Not less than 24 years and less than 25 years	87 days' pay
Not less than 25 years and less than 26 years	92 days' pay
Not less than 26 years and less than 27 years	98 days' pay
Not less than 27 years and less than 28 years	104 days' pay
Not less than 28 years and less than 29 years	110 days' pay
Not less than 29 years and less than 30 years	116 days' pay
Not less than 30 years and less than 31 years	123 days' pay
Not less than 31 years and less than 32 years	129 days' pay
Not less than 32 years and less than 33 years	135 days' pay
Not less than 33 years and less than 34 years	141 days' pay
Not less than 34 years and less than 35 years	147 days' pay
Not less than 35 years and less than 36 years	153 days' pay
Not less than 36 years and less than 37 years	159 days' pay

Not less than 37 years and less than 38 years	165 days' pay
Not less than 38 years and less than 39 years	171 days' pay
Not less than 39 years and less than 40 years	177 days' pay
Not less than 40 years	183 days' pay

Hearing Protection

In addition to the provision of ear protection equipment, the Employer will arrange and meet the costs of annual audiometric testing for employees if they are required to regularly work in designated noise hazard areas.

Tairawhiti DHB

Casual Employee

Is an Employee who is asked to work as and when required up to a maximum of 21 days. There will be no continuity of service between engagements. When casual labour is employed for less than 8 hours in any one day a minimum of four hours shall be paid.

Meals

The Employer shall provide a suitable meal or shall pay a meal allowance of \$13.35 when any Employee is called upon to work in excess of ten hours on any one day from Monday to Friday or after 1.00 pm on a Saturday, Sunday or Public Holiday and for any further five hours where overtime continues, provided that where such workers can reasonably get home for a meal and return to their work within one hour, the meal allowance need not be paid.

Hours Of Work

The ordinary hours of work shall be 40 per week, Monday to Friday and shall be no more than 8 hours per day provided that 10 hours in any one day may be worked by agreement between the employee and employer.

Start times shall only be varied by agreement.

Overtime And Penal Rates

All work required to be performed outside or in excess of the ordinary hours as specified in provisions of Clause 8 of this agreement shall be considered overtime, and paid for at the rate of:

- (i) Work Monday to Friday outside ordinary hours and Saturday time and one half (T1.5) provided that any hours between 10.00pm and 6.00am shall be paid for at double time rate.
- (ii) Sundays double time (T2)

Any Employee required to work overtime on a Saturday, Sunday or Public Holiday shall receive not less than three hours pay at overtime rates.

All approved overtime worked up to half an hour shall be deemed to be half an hour for the purpose of calculating overtime payable, any period exceeding half an hour shall count as one hour for the purpose of overtime.

On Call and Call Back

- (a) An employee who is instructed to be on call during normal off duty hours, shall be paid an on call allowance of \$8.00 per hour except on Public Holidays when the rate shall be \$10.00
- (b) Employees who are required to participate on on-call rosters shall be granted 2 hours leave for each weekend day (or part there-of where the on-call period are 8 or more hours) they are required to be on-call during normal off duty hours, up to a maximum of 3 days additional leave per annum. Such leave shall be paid at annual leave averages and is accumulative. Employees will be notified on their anniversary date of total on call hours worked for the year and what this equates to in additional leave.
- (c) Where an Employee is required to be regularly on call and is required to have a telephone in his/her private residence for on call purposes, half of the cost of the annual private rental shall be reimbursed. For the purpose of this clause, 'regularly' shall mean a total period in excess of ten weeks on call duty in any one year.
- (d) Except in exceptional circumstances, no Employee shall be required to be on call for more than one week in three. In the event that the foregoing provision cannot be adhered to the Employer shall notify in writing the appropriate Union Representative setting out such reasons and the parties shall meet to resolve the matter.

Call Backs

Employees called back shall be provided with transport both ways by the Employer or be paid at the rate prescribed in clause 14.4 of this agreement.

When an employee is called back to work while on annual leave the employee shall be paid for a minimum of 3 hours at T1 .5 rates and shall be granted a paid day in lieu.

Transfer And Travel Allowances

- (i) When Employees are transferred on requirement of the Employer or in the course of promotion the actual and reasonable cost of such transfer shall be paid by the Employer on the production of receipts by the Employee.
- (ii) Where an Employee is required to travel on Employer business the actual and reasonable cost of that travel and associated accommodation shall be paid by the Employer on the production of receipts by the Employee.'
- (iii) An incidental allowance of \$8.43 per day or part day may also be claimed by the Employee for petty disbursements:
- (iv) Where an Employee stays privately actual reasonable expenses may be claimed.
- (v) Reimbursement as per IRD tax free rates, and as per Hauora Tairawhiti Policy for long distance travel. Currently 79 cents per km.

First Aid Certificate

Employees holding a current First Aid Certificate and designated by the Employer as First Aid Attendants shall be paid an allowance of \$7.87 per week.

Protective Clothing 1 Equipment

Where the Employer requires an Employee to wear a particular uniform such uniform shall reflect the differing seasonal requirements of the climate. This shall be supplied free of charge, but shall remain the property of the Employer and as such shall be laundered by the Employer. Suitable protective clothing shall also be provided at the Employer's expense where the duty involves a risk of excessive soiling or damage to uniforms or personal clothing,

The employer shall issue to each employee who is required to work outside (or in a bulk store) a swandri. Such issue shall be replaced on a fair, wear and tear basis and based upon production of an unserviceable jacket,

Where the nature of the work requires such provisions, Employees shall be provided with two pairs of overalls or dustcoats, which shall be laundered and maintained by the Employer.

Footwear

Painters in addition to the provisions of clause 15.2 of this Agreement, and where the nature of the work requires such provision the Employer will provide sandshoes.

Annual Eye Test

Hauora Tairāwhiti agrees to provide an annual eye test staff working on VDU equipment for a substantial portion of their work time. Occupational Safety and

Health Guidelines for the use of VDU's shall be used as a reference by the Health and Safety Advisor when determining the application of this clause.

Ear Protection

In designated noise hazard areas suitable ear protection shall be provided for Employees. An Employee who is required to work regularly in a designated noise hazard area shall undergo audio metric tests annually, at the Employer's expense for so long as the Employee continues to be employed in such an area. All testing shall be undertaken during normal working hours.

Payment Of Remuneration

The pay period shall be fortnightly with remuneration paid no later than the Thursday following completion of each pay period, except where the Friday is a Public Holiday wages shall be paid on the Wednesday.

Minor Illness

Where an Employee is suffering from a minor illness, which could have a detrimental effect on patients, the Employer may either:

- (a) Place the Employee on suitable alternative duties or
- (b) Direct the Employee to take paid leave for not more than eight working days in any one year, in addition to the normal entitlement to sick leave.

Sick Leave in Relation to Annual and Long Service Leave

- (a) When sickness occurs during annual or long service leave the Employer shall permit the period of sickness to be debited against sick leave entitlement, except where the sickness occurs during leave following relinquishment of office, provided:
 - (i) the period of sickness is more than three days;
 - (ii) a medical certificate is produced, showing the nature and duration of the illness
- (b) In cases where the period of sickness extends beyond the approved period of annual or long service leave, approval shall also be given to debiting the portion which occurred within the annual or long service leave period against sick leave entitlement if the total continuous period of sickness exceeds three days.

Computation Of Part Day Absences

If an Employee is absent on sick leave for less than a whole day, sick leave is to be debited as follows: -

- (a) Absent for whole or part of morning or absent for whole or part of afternoon - half days sick leave.
- (b) Absent over four hours during the day - 1 day's sick leave.

Deceased Employees

The Employer shall approve a cash payment equivalent to one week's wages 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.

Retiring Gratuities

The Employer may pay a gratuity to staff retiring who have had not less than 10 years qualifying service as provided for in Clause 15 of this agreement and who have been employed prior to 31 January 1997.

The retiring gratuity shall be calculated on the basis of the employee's salary (wage) rate as at 31 January 1997 and on the basis of their years of qualifying service completed to 31 January 1997, i.e. the rates of pay and years' service are frozen at those 31 January 1997 levels.

In the case of employees with less than 10 years' service at 31 January 1997 a retiring gratuity may be paid calculated on the basis of 3.1 consecutive days pay (31 January 1997 pay rate) for each complete year of qualifying service.

For the purpose of establishing eligibility for a gratuity, total service may be aggregated, whether this is parttime 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. 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.

The spouse or if no surviving spouse, the dependent child(ren) or the estate of the 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.

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.

An Employee who is granted leave without pay and who remains in the Employer's service, will, on retirement, have such leave aggregated with other service for gratuity purposes.

Employees resigning shall not be paid a retiring gratuity.

Period of total service	Maximum Gratuity
Not less than 10 years and less than 11 years	31 days' pay
Not less than 11 years and less than 12 years	35 days' pay
Not less than 12 years and less than 13 years	39 days' pay
Not less than 13 years and less than 14 years	43 days' pay
Not less than 14 years and less than 15 years	47 days' pay
Not less than 15 years and less than 16 years	51 days' pay
Not less than 16 years and less than 17 years	55 days' pay
Not less than 17 years and less than 18 years	59 days' pay
Not less than 18 years and less than 19 years	63 days' pay
Not less than 19 years and less than 20 years	67 days' pay
Not less than 20 years and less than 21 years	71 days' pay
Not less than 21 years and less than 22 years	75 days' pay
Not less than 22 years and less than 23 years	79 days' pay
Not less than 23 years and less than 24 years	83 days' pay
Not less than 24 years and less than 25 years	87 days' pay
Not less than 25 years and less than 26 years	92 days' pay
Not less than 26 years and less than 27 years	98 days' pay
Not less than 27 years and less than 28 years	104 days' pay
Not less than 28 years and less than 29 years	110 days' pay
Not less than 29 years and less than 30 years	116 days' pay
Not less than 30 years and less than 31 years	123 days' pay
Not less than 31 years and less than 32 years	129 days' pay
Not less than 32 years and less than 33 years	135 days' pay
Not less than 33 years and less than 34 years	141 days' pay

Not less than 34 years and less than 35 years	147 days' pay
Not less than 35 years and less than 36 years	153 days' pay
Not less than 36 years and less than 37 years	159 days' pay
Not less than 37 years and less than 38 years	165 days' pay
Not less than 38 years and less than 39 years	171 days' pay
Not less than 39 years and less than 40 years	177 days' pay
Not less than 40 years	183 days' pay

Note: These are consecutive days rather than working days.

Southern DHB

7.1 Overtime

- (b) With the prior agreement of the employer, an employee who is eligible to be paid overtime may, as an alternative to payment, choose to take time in lieu instead, subject to the following conditions:
- Leave shall be taken at a mutually agreed time. With the prior agreement of a Department, this may be taken on a rostered basis.
 - Leave is to be taken within 3 months of the pay period it was accrued, or paid as salary.
 - Leave may be accumulated under this sub-clause to 16 hours maximum.
 - Where the time period qualifying for overtime is two hours or less hours, then leave shall be accumulated on an hour-for-hour basis. Where the time period qualifying for overtime is greater than two hours, the leave shall accumulate on the same basis that overtime would be paid.

7.2 Call back

- (a) an employee shall be paid for a minimum of two hours, or for actual working and travelling time, whichever is the greater, at T2 for the first two hours and the appropriate overtime rate thereafter

9 Higher Duties Allowance

A higher duties allowance shall be paid to an employee who in the employers opinion, is substantially performing the duties and carrying out the responsibilities or a position of a class or grade higher than the employees own. Provided that the

payment shall not be made if the period in which the employee is acting in the higher position is less than five working days but where the period is five or more working days, payment shall be made for the whole period worked.

The allowance shall be the difference between the current salary of the employee acting in the higher position and the minimum salary that the employee would receive if appointed to that position provided that any increase shall not exceed a maximum of 12% of the employees basic salary.

13.3 Anticipation of annual leave for overseas trip

An employee with over 20 year's current continuous service may anticipate one year's annual leave entitlement for the purpose of taking a trip overseas.

13.4 Leave without pay in relation to annual leave entitlement

An employee who is granted leave without pay and who remains in the service of the employer, will except where provision is made otherwise, have such leave counted as service for annual leave purposes.

27 Transfer and removal expenses

Where an employee is required by the employer to transfer within the Southern DHB, actual and reasonable removal expenses (as agreed between the employer and employee) for shifting the persons belongings and dependent family shall be paid by the employer. Payment shall be made upon the production of receipts. This is a one-off payment.

29 Accidents – Transport of an injured employee

Where the accident is work related and the injury sustained by the employee necessitates immediate removal to a hospital, or to a medical practitioner for medical attention and then to their residence or a hospital, or to their residence (medical attention away from the residence not being required), the employer is to provide or arrange for the necessary transport, pay all reasonable expenses for meals and lodging incurred by or on behalf of the employee during the period she/he is transported, and claim reimbursement from ACC.

41 Indemnification

The employer undertakes to indemnify employees against actions taken against them by persons suffering damage as a result of acts or omissions of the employee while acting in the course of his/her employment.

Where an employee, while acting in the course and within the scope of their employment by the employer, requires legal representation, this will be provided and paid for by the employer.

Where there is potential for “conflict of interest” the employer will ensure independent representation is available for the employee.

Indemnity or legal representation shall not apply to employees acting outside the course and scope of their employment.