



Hauora
Tairāwhiti



BAY OF PLENTY
DISTRICT HEALTH BOARD
HAUORA A TOI



Waikato District Health Board



LAKE DISTRICT HEALTH BOARD



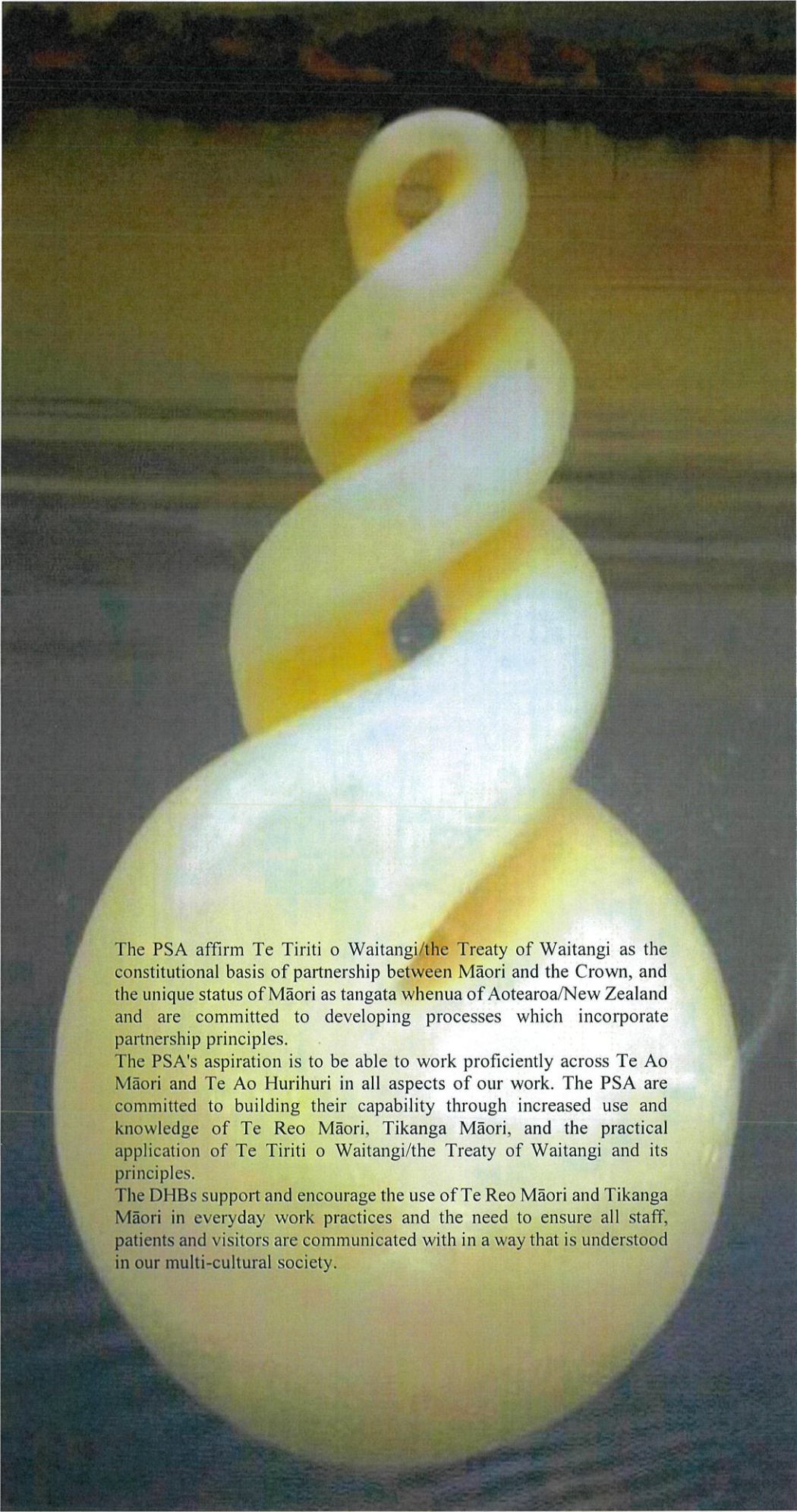
MIDLAND REGION

&

PUBLIC SERVICE ASSOCIATION TE PŪKENGA
HERE TIKANGA MAHI

CLERICAL,
ADMINISTRATION AND
RELATED EMPLOYEES
COLLECTIVE AGREEMENT

1 March 2019 - 28 February 2022



The PSA affirm Te Tiriti o Waitangi/the Treaty of Waitangi as the constitutional basis of partnership between Māori and the Crown, and the unique status of Māori as tangata whenua of Aotearoa/New Zealand and are committed to developing processes which incorporate partnership principles.

The PSA's aspiration is to be able to work proficiently across Te Ao Māori and Te Ao Hurihuri in all aspects of our work. The PSA are committed to building their capability through increased use and knowledge of Te Reo Māori, Tikanga Māori, and the practical application of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

The DHBs support and encourage the use of Te Reo Māori and Tikanga Māori in everyday work practices and the need to ensure all staff, patients and visitors are communicated with in a way that is understood in our multi-cultural society.

Mauri mahi, mahi ora.
Industry begets prosperity.

He Mihi:

E ngā mana, e ngā reo, e ngā
karangarangatanga maha,
Tēnā koutou, tēnā koutou,
tēnā koutou katoa.
Noreira, nau mai haere mai,
whakatau mai.

Greetings to all, and you who have
contributed to this work.

He Whakatauaki:

*Ehara taku toa i te toa takitahi,
engari he toa takitini*

*“Success is not the work of one
but the work of many”*

Attributed to Ngāti Kahungunu

The pikorua is a traditional Māori pendant
of friendship and growth.
The watermark depicts two new shoots growing
together, the joining of two cultures.

TABLE OF CONTENTS

MAURI MAHI, MAHI ORA	1
ENGĀMANA, ENGĀREO, ENGĀ KARANGARANGATANGA MAHA, TĒNĀKOUTOU, TĒNĀKOUTOU, TĒNĀ KOUTOUKATOA	1
1.1 PARTIES.....	4
1.2 COVERAGE.....	4
1.3 NEW EMPLOYEES	4
1.4 DEFINITIONS.....	5
1.5 POLICY	5
1.6 VARIATION TO AGREEMENT	6
1.7 COMPLETENESS.....	6
1.8 SAVINGS	6
1.9 NON WAIVER UNDERSTANDING.....	6
1.10 TERM OF AGREEMENT	6
2.0 HOURS OF WORK AND RELATED PROVISIONS.....	6
2.1 THE WEEK	6
2.2 ORDINARY HOURS OF WORK.....	6
2.3 ROSTERS.....	7
2.4 VARIATION OF HOURS OF WORK REQUIREMENTS	7
2.5 SHIFT WORKERS.....	7
2.6 FLEXIBLE WORKING HOURS	8
2.7 MEAL PERIODS AND REST BREAKS	8
2.8 MINIMUM BREAKS.....	8
2.9 ON CALL AND CALL BACKS	9
2.10 OVERTIME AND PENAL TIME	9
2:11 OVERTIME AND PENAL RATES	9
3.0 REMUNERATION.....	10
3.1 PAYMENT OF SALARY	10
3.2 DEDUCTIONS.....	10
3.3 SALARY SCALES.....	11
3.5 PROGRESSION THROUGH SALARY SCALES	11
3.6 PLACEMENT OF NEW EMPLOYEES ON SALARY SCALES	12
4.0 LEAVE CLAUSE.....	12
4.1 ANNUAL LEAVE.....	12
4.2 EXTRA LEAVE SHIFT WORKERS.....	12
4.3 PUBLIC HOLIDAYS.....	13
4.4 BEREAVEMENT/TANGIHANGA LEAVE.....	14
4.5 SICK LEAVE	14
4.6 PARENTAL LEAVE.....	15
4.7 JURY SERVICE, STATUTORY MEETINGS OR WITNESS LEAVE	16
4.8 LONG SERVICE LEAVE.....	17
4.9 LEAVE WITHOUT PAY	17
5.0 DOMESTIC VIOLENCE VICTIMS LEAVE	18
6.0 HEALTH & SAFETY	18
7.0 PROFESSIONAL TRAINING AND DEVELOPMENT	18
8.0 UNIFORMS AND PROTECTIVE CLOTHING & EQUIPMENT.....	18
9.0 TERMINATION OF EMPLOYMENT	18
9.1 NOTICE PERIOD	19

9.2	ABANDONMENT OF EMPLOYMENT	19
10.0	MISCELLANEOUS	19
10.1	INDEMNITY INSURANCE	19
10.2	RELIEVING AND HIGHER DUTIES PROVISIONS	19
10.3	BUSINESS EXPENSES	20
10.4	TRANSPORT	20
10.5	REIMBURSEMENT OF TELEPHONE RENTAL.....	20
10.6	CONFIDENTIALITY & PUBLIC STATEMENTS	20
11	UNION RECOGNITION.....	20
11.1	DEDUCTION OF PSA SUBSCRIPTIONS.....	20
11.2	EMPLOYMENT RELATION EDUCATION LEAVE.....	21
11.3	RIGHT OF ENTRY	21
11.4	DELEGATES	21
11.5	MEAL ALLOWANCE	21
12.0	SOLVING PROBLEMS	22
12.1	RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS.....	22
13.0	CONSULTATION, CO-OPERATION AND CHANGE & EMPLOYMENT PROTECTION PROVISIONS	23
13.1	MANAGEMENT OF CHANGE	23
13.2	STAFF SURPLUSES.....	24
13.3	GRATUITIES AS PER INDIVIDUAL DHB	26
13.4	EMPLOYMENT PROTECTION - CHANGE OF OWNERSHIP - TECHNICAL REDUNDANCY.....	27
14.0	BARGAINING FEES.....	28
	JOB SIZING POINTS TO BANDS	30
	LONG SERVICE LEAVE	30
	LAKES DHB (ONLY) HIGHER DUTIES ALLOWANCE.....	31
	TAIRAWHITI DHB (ONLY) ANNUAL EYE TEST	31
	WAIKATO DHB (ONLY) CLINICAL CODING.....	32
	LAKES DHB ONLY REDEPLOYMENT OPTION.....	33
	APPENDIX A – MERIT CRITERIA PROCESS.....	34
	PRINCIPLES	34
	PROCESS	34
	MERIT 1 PROFICIENT EMPLOYEE DEFINITIONS.....	36
	MERIT 1 PROFICIENT EMPLOYEE OBJECTIVES	37
	MERIT CRITERIA DEFINITIONS & OBJECTIVES	38
	MERIT 2 EXPERT EMPLOYEE DEFINITIONS	38
	MERIT 2 EXPERT EMPLOYEE OBJECTIVES	39
	APPENDIX B - PARTNERSHIP AGREEMENT	40
	PURPOSE/OBJECT OF THIS AGREEMENT.....	40
	PRINCIPLES	40
	PARTNERSHIP GROUP	40
	THE PG SHALL:	41
	THE PARTIES AGREE THAT:	41
	PARTNERSHIP PROJECTS	41

1.0 AGREEMENT FORMALITIES

1.1 Parties

In terms of Section 54 of the Employment Relations Act 2000 this Multi Employer Collective Agreement (MECA) is made between:

Waikato District Health Board (WDHB)
Tairāwhiti District Health Board trading as Hauora Tairāwhiti (TDHB)
Bay of Plenty District Health Board (BOPDHB)
Lakes District Health Board (LDHB)

(Hereinafter referred to as 'the employer')

AND:

The New Zealand Public Service Association – *Te Pūkenga Here Tikanga Mahi*

(Hereinafter referred to as 'the union')

1.2 Coverage

This Collective Agreement will cover all employees who are or become members of the union, and are employed by the employer at all sites in any of the occupational groups listed below:

Clerk	Clerical Staff
Receptionist	Librarians (Lakes DHB only)
Clinical Coders	Food Supervisors (non-clinical)
Medical /Clinical Typists	Graphic Artists/Illustrators
Telephonists	Menu Clerks
Secretaries	LDHB – Consumer Support
Personal Assistants	Finance / payroll
Administrative Staff	

Other than those excluded below, it is intended to preserve existing occupational coverage at each DHB.

Exclusions

Employees working in Information Technology Technical roles.
Managers above Team Leader level.

Date of application to an individual employee shall be deemed to have occurred when their union membership is notified to the employer.

Conditions specified in schedules attached to this document shall take precedence over the conditions outlined in the core document where there is a conflict.

1.3 New employees

The Parties agree that any new employee who is covered by the coverage clause of this Agreement shall be employed on the terms and conditions of this Agreement for the first 30 days of their employment.

New employees shall, in the first instance, be offered in writing the opportunity to become a member of the union, which is a party to this Agreement.

The new employee shall from the date of becoming a union member (subject to clause 1.2 above), be entitled to all the benefits, and be bound by all the obligations, under this Agreement. Further to this, the provisions of Section 62 of the Employment Relations Act 2000 shall apply.

The employer as a part of the appointment process agrees to provide to new employees, NZPSA membership forms and recruitment material. Membership forms and recruitment material shall be supplied by the NZPSA.

The employees shall also be provided the names and contact details of the PSA local delegates and Union Organiser, which shall be supplied by the PSA to the employer.

Subject to the consent of the employee, the Employer shall provide to the NZPSA names and work location of all employees (within the coverage clause) that have been appointed. This information shall be provided within 14 days of commencement of employment.

1.4 Definitions

For all employees covered by this Agreement, the following definitions shall apply:

"Full-time employee" means an employee who works not less than the "ordinary" hours set out under "hours of work" in clause 2 of this Agreement.

"Casual employee" means an employee who has no set hours or days of work and who is asked to work as and when required. Casual agreements shall not be used to deny staff security of employment. The employer reserves the right however to employ casual employees where necessary to meet the demands of service delivery

"Duty" means one or more periods of service required to be worked by any employee during any one period of 24 hours.

"Shift work" is defined as substantially the same work performed by two or more employees or two or more successive sets or groups of employees working successive periods.

"Part time employee" means an employee, other than a casual employee, who works on a regular basis but less than the ordinary hours set out in the hours of work clause. Unless expressly stated in this MECA all wages and benefits contained in the document are specified to be for full-time employees. As such, all wages, benefits (leave etc) will be pro rata for part time employees according to the hours worked unless specifically stated otherwise.

"Temporary/fixed term employee" subject to Section 66 of the Employment Relations Act 2000, means an employee who is employed for a specified limited term for a specified project or situation or, for example, to replace an employee on parental leave or long term accident or sickness. There is no expectation of ongoing employment. Staff employed on a fixed term employment agreements are not entitled to the provisions contained within the staff surplus clause.

"Recognised Service" means the current / continuous service with the individual District Health Board (or its predecessor), except where otherwise defined in the applicable clause. Casual staff shall not have their service recognised as continuous if subsequently the casual staff member becomes permanent.

"Roster" see "Hours of Work" clause 2.3.

"Substantial" means more than 50%.

1.5 Policy

The parties' acknowledge the right of an employer to develop its own internal policies and procedures. In the event that there is any inconsistency between an employer's policies or procedures and a provision of this Agreement, the provision of this Agreement will prevail.

1.6 Variation to Agreement

This collective agreement may be varied during its term only by agreement of all employer parties, the union and the majority of the union members affected by the variation. Such variation shall be in writing and appended to this MECA. Other employees shall continue to be covered by the original provisions of this Agreement. For clarification – requiring all employer parties to agree to a variation does not exclude the variation applying to one DHB only.

1.7 Completeness

The provisions of this MECA shall render null and void any other previous employment agreements (individual or collective), contracts, terms and conditions of employment, customs and practices, expressed or implied, that may have applied before this MECA came into force. Employees transferring onto the MECA from another employment agreement shall not have any terms of their previous agreement carried over unless specifically agreed by the employer in writing at the time of transfer.

The retention of any written current "personal to holder" agreements is to continue.

1.8 Savings

Except as specifically varied by this Agreement nothing in this Agreement shall operate so as to reduce the ordinary (T1) salary rate applying to any employee unless specifically agreed between the parties during the negotiations.

1.9 Non waiver understanding

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 that matter, or any other matter, either then or in the future.

1.10 Term of Agreement

This Agreement will come into effect on 1 March 2019 and shall expire on 28 February 2022 and this Agreement supersedes any existing agreement between the parties.

2.0 HOURS OF WORK AND RELATED PROVISIONS

2.1 The Week

The week shall start and end at 2400 hours each Sunday. When the major part of a duty falls on a particular day, the whole duty shall be regarded as being worked on that day for the purpose of establishing which week the day belongs to.

2.2 Ordinary Hours of Work

Current employees as at 1 July 2006 who do not work rostered hours will not have their hours of work changed without their consent.

(a) The ordinary hours of work shall be either:

- (i) Eighty (80) hours in each two week period (14 days), worked as not more than ten (10) duties, provided that for rostered shift work the ordinary hours of work may average forty (40) hours per week during a period of up to seven (7) weeks, or the applicable roster period, whichever is the lesser.

or

- (ii) Eighty (80) hours in each two week period (14 days), worked as not more than ten (10) duties between 0600 and 2000 hours, Monday to Friday.

- (b) The ordinary hours of work for a single duty shall be up to a maximum of ten (10) hours.
- (c) A duty shall be continuous except for the meal periods and rest breaks provided for in this Agreement.
- (d) Except for overtime and except where an alternative arrangement is operating each employee shall have a minimum of 4 days off during each 2-week period (14 days).
- (e) Generally no more than 5 consecutive periods of duty may be worked at a time. However, to meet service needs up to 7 consecutive periods of duty may be worked. When 7 consecutive periods are worked these shall be followed by no less than 2 consecutive days off.
- (f) Single days off shall be avoided as a routine rostering device, and there shall be no more than one single day off for an employee during a four (4) week period. Employees shall be discouraged from requesting single days off.

2.3 Rosters

Rostered duty means a schedule of duty times showing the days of the week and or shifts when an employee is to be on or off work respectively.

A roster for a minimum period of 21 days shall be posted at least 21 days in advance. Once posted, rosters may only be varied following consultation with the staff affected or in the event of exceptional circumstance.

2.4 Variation of Hours of Work Requirements

- (a) Emergencies
The employer may require variations to hours of work requirements to meet the needs of emergencies.
- (b) Occasional Variations
Occasional variations to the times of day and/or days of week to meet service requirements shall be by agreement between the employer and the directly affected employee(s).
- (c) Changes to Hours of Work Requirements
Except as provided for above, where the employer requires an employee to change their hours of work requirements to meet service needs, then a minimum of eight weeks prior notice of the change, including notification to the union, shall be given for the purpose of reaching written agreement between the employee and the employer. A shorter period of notice may be applied by agreement.

Hours of work requirement, if not defined in their current terms of employment, means the regular routine or rostered hours normally worked by an employee on an on-going basis. The hours of work requirement shall comply with this section.

2.5 Shift Workers

- (a) May be employed during any period of each twenty-four hours, the weekly hours to be an average of 40 hours made up to five shifts, each not exceeding eight hours.
- (b) For the purpose of this clause shift work shall mean all regular and continuing periods of rostered duties. An employee shall be deemed to be a shift worker if employed on five consecutive shifts, but the intervention of rostered days off shall be deemed to break the consecutiveness of such shifts.
- (c) Shift workers shall be allowed half an hour meal break in each shift without deduction from pay, provided that if a meal interval is not allowed, sufficient time will be allowed for a

meal to be taken without a complete cessation of duties, and such time shall be regarded as time worked for payment purposes.

- (d) All correctly authorised time worked in excess of the ordinary hours specified in sub-clause (a) hereof, shall be deemed to be overtime and paid at overtime rates.

2.6 Flexible Working Hours

Under the provision of this clause the ordinary hours and days of work may be varied by mutual agreement between the employer and the employee/s. This clause allows (but is not restricted to):

- (a) ordinary hours of work to be on any five days of the week (Monday to Sunday) with consecutive days off
- (b) variation in starting and finishing times
- (c) longer working days but not more than 10 hours with consecutive days off
- (d) four day weeks and/or eight day fortnights.

Approval to work flexible hours needs to be considered in relation to operational requirements but shall not be unreasonably withheld. Flexible working hours currently in operation may be continued.

2.7 Meal Periods and Rest Breaks

- (a) Except when required for urgent or emergency work, and except as provided in (b) below no employee shall be required to work for more than five hours continuously without being allowed a meal break of not less than half an hour.
- (b) An employee 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.
- (c) Except where provided for in (b) an employee unable to take a meal after five hours' duty shall be paid as a penalty payment at time half rate (T0.5) in addition to normal salary from the expiry of five hours until the time when a meal can be taken.
- (d) Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, where these occur during duty, shall be allowed as time worked. During the meal break or rest breaks prescribed above, free tea, coffee, boiling water, milk and sugar shall be supplied by the employer. Where it is impractical to supply tea, coffee, milk and sugar free of charge, an allowance of \$1.31 per week in lieu shall be paid. This allowance shall continue during all periods of leave except leave without pay.

2.8 Minimum Breaks

- (a) A break of at least nine (9) continuous hours must be provided wherever possible between any two qualifying periods of work, except that if a 10-hour duty has been worked then a break of 12 consecutive hours must be provided wherever possible.
- (b) The qualifying periods of work for the purposes of this clause are:
A duty, including any overtime worked either as an extension or as a separate duty; or
Call back where the daily ordinary hours or more are worked continuously.
- (c) If a call-back of less than a continuous eight hour period is worked between two other qualifying periods of work, 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.

- (d) If a break of at least nine (or 12) continuous hours cannot be provided between qualifying periods of work, the period of work is to be regarded as continuous until a break of at least nine continuous hours is taken and it shall be paid at the overtime rate as specified in clause 2.11.1 below.
- (e) Time spent off duty during ordinary hours of work solely to obtain a nine-hour (or 12 hour) break shall be paid at the normal hourly rate of pay. Any absence after the ninth or twelfth continuous hour of such a break, if it occurs during ordinary hours of work, shall be treated as a normal absence from duty.

2.9 On Call and Call Backs

- (a) Where an employee is instructed to be on call during normal off duty hours, an on-call allowance shall be paid at the following rate in addition to other remuneration: \$4.04 per hour "on call", except on Public Holidays when the rate shall be \$6.06 per hour
- (b) 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.
- (c) Where an employee is required to:
 - return to work after having completed their duty and left the premises or called back before the rostered starting time, and do not continue working until such rostered starting time, they shall be paid at the rate of T2 for a minimum of two hours, and T1.5 thereafter for actual working and travelling time, whichever is the greater except that.
 - (i) Call-backs commencing and finishing within the minimum period covered by an earlier call-back shall not be paid for;
 - (ii) Where a call-back commences before and continues beyond the end of a minimum period for a previous call-back payment shall be made as if employees had worked continuously from the beginning of the previous call-back to the end of the later call-back.

2.10 Overtime and Penal Time

- (a) Overtime is time worked in excess of the rostered hours for each duty, or for shift workers the duties rostered for the fortnight, when such work has been properly authorised. Part time workers shall not be paid overtime until 8 (or 10 for a 10 hour duty) hours in any one-day have been exceeded.
- (b) Penal time is time worked within ordinary hours of work on a Saturday, a Sunday or a public holiday.

2:11 Overtime and Penal Rates

- (a) Overtime Rates
Subject to c(ii) below, where required, overtime worked on any day, other than a public holiday shall be paid at one and one half the ordinary hourly rate of pay (T1.5)
- (b) Penal Rates
Where required penal time shall be paid at the following rates:
 - (i) Weekend rate - midnight Friday to midnight Sunday at time one half the ordinary hourly rate (T1.5).
 - (ii) Public holidays shall be paid as per Clause 4.3
- (c) Limits of Payment for Overtime and Penal Time
 - (i) Overtime
Overtime and penal time shall not be paid in respect of the same hours worked(ii)
Time in Lieu

By mutual agreement, time in lieu, for authorised overtime, may be taken at times mutually agreed between the employee and the employer within specified timeframes. The hours off shall be granted as time for time.

(d) Night rate

- (i) An employee whose normal hours of duty fall between 9.00pm (8.00pm for TDH and LDHB) and 6.00am from midnight Sunday/Monday to midnight Friday/Saturday will be paid at time and a quarter (T1.25) the ordinary hourly rate for all hours that so fall.
- (ii) Night rate is not to be paid when overtime is being worked. Night rate will not be paid for work undertaken on a public holiday which attracts other penal rates.

3.0 REMUNERATION

(The hourly rate shall be determined by using the divisor of 2086 but for Lakes and TDHB its 2080)

3.1 Payment of Salary

- (a) The provisions of the Wages Protection Act 1983 shall be complied with.
- (b) All wages and other payments shall be paid fortnightly by direct credit to a mutually agreed bank account standing in the name of the employee not later than the Thursday after completion of each pay period.
- (c) When one or more Public Holidays fall on the Monday, Tuesday or Wednesday of the week in which payments are lodged, the employer, at its option, may pay wages for that period on a provisional basis and make the appropriate adjustments in the following pay period.
- (d) The employer shall be entitled to make a rateable deduction from the employee's wages for all time lost through the employee's default or otherwise at the employee's request and as agreed with the employer.
- (e) Information on pay slips shall comply with wages legislation and, where practicable, shall include breakdown of leave balances.

3.2 Deductions

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

- (a) The employer shall be entitled to deduct from the employees' wages for any absences due to sickness, accident, or other leave without pay.
- (b) Any monies agreed as being owed by employees to the employer upon termination will be deducted from employees' final pay.
- (c) 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.
- (d) Overpayment recovery will be as per the Wages Protection Act 1983

3.3 Salary Scales

Effective from Monday 4 March 2019 all 40 hour per week salaries below \$41720 have been removed. As such Band B Steps 4 – 7 and Band C Steps 4 – 5 have been deleted. The following translation will apply:

- Employees on Band B Steps 4 – 7 will translate to Band B Step 8, and;
- Employees on Band C Steps 4 – 5 will translate to Band C Step 6.

a) The following salary scale will be effective as at Monday 4 March 2019.

	Band B	Band C	Band D	Band E	Band F	Band G	Band H	Band I	Band J
4			42,179	45,017	49,111	51,907	53,844	57,702	62,838
5			43,113	46,017	50,206	53,066	55,048	58,997	64,252
6		41,720	44,070	47,039	51,326	54,253	56,279	60,321	65,699
7		42,478	45,047	48,087	52,472	55,467	57,542	61,675	67,179
8	41,720	43,417	46,047	49,157	53,644	56,711	58,833	63,063	68,693
9M	42,590	44,381	47,071	50,254	54,845	57,981	60,152	64,481	70,243
10M	43,450	45,366	48,119	51,375	56,073	59,283	61,505	65,935	71,829

b) The following salary scale will be effective as at Monday 2 March 2020.

	Band B	Band C	Band D	Band E	Band F	Band G	Band H	Band I	Band J
4			44,179	47,017	51,111	53,907	55,844	59,702	64,838
5			45,113	48,017	52,206	55,066	57,048	60,997	66,252
6		43,720	46,070	49,039	53,326	56,253	58,279	62,321	67,699
7		44,478	47,047	50,087	54,472	57,467	59,542	63,675	69,179
8	43,720	45,417	48,047	51,157	55,644	58,711	60,833	65,063	70,693
9M	44,590	46,381	49,071	52,254	56,845	59,981	62,152	66,481	72,243
10M	45,450	47,366	50,119	53,375	58,073	61,283	63,505	67,935	73,829

c) The following salary scale will be effective as at Monday 1 March 2021.

	Band B	Band C	Band D	Band E	Band F	Band G	Band H	Band I	Band J
4			46,179	49,017	53,111	55,907	57,844	61,702	66,838
5			47,113	50,017	54,206	57,066	59,048	62,997	68,252
6		45,720	48,070	51,039	55,326	58,253	60,279	64,321	69,699
7		46,478	49,047	52,087	56,472	59,467	61,542	65,675	71,179
8	45,720	47,417	50,047	53,157	57,644	60,711	62,833	67,063	72,693
9M	46,590	48,381	51,071	54,254	58,845	61,981	64,152	68,481	74,243
10M	47,450	49,366	52,119	55,375	60,073	63,283	65,505	69,935	75,829

3.5 Progression Through Salary Scales

- a) Progression through the salary scales is by automatic annual increment except where the step is designated with "M". Access to a step that is marked with "M" requires the successful completion of merit criteria.
- b) An employee must have spent a minimum of 12 months on the salary step prior to moving to the first merit step. An employee must have spent a minimum of 12 months on the first merit step prior to moving to the second merit step.
- c) Merit Progression will be as per the PSA - Midland DHB Clerical Merit Progression Framework. See appendix A. Such Framework may be varied during the term of the collective employment agreement by the agreement of all parties to this employment agreement.

3.6 Placement of New Employees on Salary Scales

When determining the appropriate placement of new employees on the automatic steps of any grade, the employer will take into account the employee's years of relevant experience in the occupation.

4.0 LEAVE CLAUSE.

4.1 Annual Leave

4.1.1 Employees, other than casuals, shall be entitled to four weeks annual leave, taken and paid in accordance with the Holidays Act 2003 and subject to the other provisions of this clause, except that on completion of five years recognised service the employee shall be entitled to five weeks of annual leave. For the purposes of this clause, "service" shall be as defined in clause 1.4.

4.1.2 Employees who have an existing entitlement to five weeks of annual leave, upon transferring to another DHB that is a party to this Agreement, shall retain the entitlement to five weeks of annual leave per annum, subject to providing satisfactory evidence of the pre-existing entitlement.

4.1.3 Casual employees shall be paid:

- (i) 8% of gross taxable earnings as annual leave pay in lieu of accruing an annual leave entitlement. Such pay to be added to the salary paid for each engagement, dependant on recognition of an individuals' service; or
- (ii) Accrue four weeks annual leave in accordance with clause 4.1.1.

The election will be at the discretion of the employer.

4.1.4 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 4.6.3 of this Agreement

Conditions

- (a) The term "leave year" means the year ending with the anniversary date of the employee's appointment (to the organisation).
- (b) The employer may permit all or part of the annual leave accruing in respect of a leave year to be postponed to the following year, but the annual leave balance at any one time should not exceed 2 years' entitlement.
- (c) Employees who work part-time will receive a pro-rated entitlement based upon their average weekly hours of work.

4.2 Extra leave shift workers

(a) Employees who perform shift work shall be granted up to five working days additional annual leave on completion of 12 months on shift work (or pro rata according to proportion of the year on shift work) subject to the following:

- (i) To qualify for the extra leave, an employee shall work a minimum six hour shift, at least two hours of which are performed outside the hours of 7am to 6pm
- (ii) The following additional leave may be granted:

Number of qualifying shifts additional per annum. Number of days leave per annum. Additional leave to be taken during the year of entitlement.

121 or more	5 days
96 – 120	4 days
71 – 95	3 days
46 – 70	2 days
21 – 45	1 day

4.3 Public Holidays

For the purposes of this Agreement, public holidays shall refer to the following designated days:

New Year's Day	Sovereign's Birthday
The day after New Year's Day	Labour Day
Waitangi Day	Christmas Day
Good Friday	Boxing Day
Easter Monday	Anniversary Day
ANZAC Day	

In accordance with the Holidays Act 2003, if an employee normally works on a Saturday and or a Sunday and if either Christmas Day, Boxing Day, New Years Day, or the day after New Years Day falls on a Saturday or Sunday the holiday shall fall on that particular day; otherwise the holiday shall be observed on the following Monday or in the event of another holiday falling on the Monday then the holiday shall be observed on the following Tuesday.

No employee shall be entitled to more than one holiday for each of the days mentioned in the above paragraph.

Provided that, in order to maintain essential services, the employer may require an employee to work on a public holiday.

Public holidays falling during leave or time off

- (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 to be 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 leave and military leave without pay) unless the employee has worked during the fortnight ending on the day on which the holiday is observed.
- (c) Leave on Reduced Pay
An employee shall, during a period on reduced pay, be paid at the same reduced rate for public holidays falling during the period of such leave.
- (d) Off Duty Day
Except where the provisions of (b)(a) above apply, if a public holiday, other than Waitangi Day and ANZAC Day, falls on a rostered employee's off duty day (such off duty day not being a Saturday or a Sunday) the employee shall be granted an additional day's leave at a later mutually agreed date.

Employees required to work on public holidays-

- (a) An employee required to work on a public holiday shall be paid at time two (T2) the ordinary hourly rate for all hours worked. No other overtime or penal rates shall apply. An alternative holiday (in accordance with the Holidays Act 2003) shall be provided at a later date. An employee required to be on call on a public holiday (or day it is observed) shall be entitled to an alternative holiday.

4.4 Bereavement/Tangihanga Leave

Employees are entitled to bereavement leave in accordance with the Holidays Act 2003 as follows:

When an employee suffers a bereavement on the death of:

- a) an immediate family member, employees are entitled to up to three days of bereavement leave.
- b) a person with whom the employee has a close association or has significant responsibility for arrangements for the ceremonies or cultural responsibilities relating to the death, employees are entitled to one day of bereavement leave.

Where employees require more time than that required by legislation, to discharge any obligation and/or to pay respects to a deceased person with whom employees have had a close association, the employer may use its discretion to grant more leave. Leave in excess of the legislative requirements will be granted at T1 rates. 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) or attending hura kōhatu /unveiling.

In granting time off managers must administer these provisions in a culturally sensitive manner. Managers are encouraged to seek advice from their Maori or appropriate cultural advisor on the organisational response. All requests for leave must be acknowledged and a decision advised in a timely manner.

If bereavement occurs while employees are absent on annual leave the employer must allow employees to take any period related to a bereavement that would otherwise be taken as an annual holiday as bereavement leave. This provision will not apply where employees are on leave without pay.

4.5 Sick leave

- 4.5.1 Annual Sick Leave entitlement for whole / full time employees is as per the table below. Employees shall be allowed to accrue unutilised sick leave as per the table. Sick leave will accrue from the commencement of employment and thereafter on the anniversary of appointment.

Accrued sick leave balances that, at the date of implementation of the MECA that expired 31 December 2008 or for Lakes and BOP on 1 July 2007, exceed the maximum accrual below will be retained but abate to the new maximums.

Waikato DHB employees that, at the date of implementation of MECA that expired 31 December 2008, have access to higher maximum accruals for sick leave will retain access to the higher accrual level, this does not abate.

Employer Party	Statutory Entitlement	Maximum Accruable (Statutory)	Contractual Entitlement	Max accruable contractual	Total accruable
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Lakes	5	20	5	60	80 days
Waikato	5	20	5	60	80 days
BOP	5	20	5	60	80 days
Tairāwhiti	5	20	5	60	80 days

Part-timers sick leave will be pro rata to FTE in terms of entitlement and accrual. In ascertaining, the prorated quantum statutory as well as contractual sick leave will be taken into account, but in any event will not be less than 5 statutory days per annum. (i.e. a .4 FTE employee will only receive the statutory minimum and no additional contractual sick leave.

Casual employees entitlement is as per the Holiday Act.

4.5.2 Sick leave may be taken if:

- (a) the employee is sick or injured in non-work accident; or
- (b) the employee's spouse is sick or injured; or
- (c) a person who depends on the employee for care is sick or injured.

An employee's statutory entitlement shall be used prior to the utilisation of any contractual entitlement including any accrued statutory entitlement. Such entitlement will be paid at the employee's relevant daily pay for the day(s) in question.

The contractual entitlement shall be paid at the ordinary (T1) rates of pay.

4.5.3 If an employee gets sick during a period of annual leave or long service leave, the employee may have a right under the Holidays Act 2003 to have the leave credited back.

4.5.4 Discretionary sick leave – if an employee exhausts their entitlement to paid sick leave they may apply for additional paid sick leave pursuant to the employer's discretionary sick leave policy or procedure

4.6 Parental Leave

4.6.1 Parental leave shall be granted in accordance with the Parental Leave and Employment Protection Act 1981.

Except that employees in their first twelve months of employment may apply for parental leave of up to six months duration. Such leave shall be applied for and granted as per the Parental Leave and Employment Protection Act 1981.

4.6.2 **Guidelines:** Please note the matters below are intended by way of general guidance only and it is not intended to add to the rights or obligations as provided by the governing Act. Employees should seek the advice of their manager the PSA or the Department of Labour (www.ers.govt.nz or 0800 20 90 20) in applying for parental leave.

Parental Leave is up to a maximum of 52 weeks, depending upon length of service for each couple excluding any period of paternity leave.

(a) Obligations of Employee.

The employee must give a minimum of three months written notice to the employer prior to the expected date of delivery. Such notice shall contain a certificate from their medical practitioner or LMC stipulating that the employee or the employee's partner is pregnant and the expected date of delivery. The notice shall also stipulate the period for which the employee is seeking to take as leave.

If the employee is adopting a child whose age is less than five then the employee must notify the employer of such and their intention to take parental leave within fourteen days of receiving notification of the adoption or placement of the child to

them. Note: this does not require the employee to give a minimum notice of their intention. Notice of actual placement and the need to commence parental leave may be less than two weeks.

In both such instances the employee must provide the date of delivery or adoption and the period for which the employee is seeking to take as leave.

Date of return that he or she intends to return to their employment.

Generally, any early return to workplace or any change to the terms and conditions of employment on the return to workforce must be with the agreement of both employer and employee.

(b) Obligations of Employer

Within 3 weeks of receiving an application for parental leave the employer notify in writing the employee of their entitlement to parental leave and whether their position will be kept open.

Subject to the position not being both a key position and one it which is not practical to employ someone on a fixed term agreement as a replacement then the employer shall keep the employee's position open for them on their return to work.

Recognise the employee's service as being continuous on their return to work.

Ensure the employee's terms and conditions remain the same.

4.6.3 Paid Parental Leave

Where an employee takes parental leave under this clause, meets the eligibility criteria in 4.6.2.(a) (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 if this is less than 14 weeks.

Where 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.

4.7 Jury Service, Statutory Meetings or Witness Leave

- (a) 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. Where the employee is called for jury service they shall advise the employer as soon as practicable.
- (b) An employee called on for jury service may elect to take annual leave, leave on pay, or leave without pay. Where annual leave or leave without pay is granted or where the service is performed during an employee's off duty hours, the employee may retain the juror's fees (and expenses paid).

- (c) Where leave on pay is granted, a certificate is to be given to the employee by the employer to the effect that the employee has been granted leave on pay and requesting the Court to complete details of juror's fees and expenses paid. The employee is to pay the fees received to the employer but may retain expenses.
- (d) 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.
- (e) Witness Leave: Where the employee is required by the employer to be a witness in a matter arising out of their employment they may be granted paid leave consistent with normal rostered duties. Such payment may be abated by way of other fee received by the employee.
- (f) The employer shall grant leave on full pay to employees attending meetings of Boards or Committees convened by the Ministry of Health or the State Services Commission, provided that the appointment to the Board or Committee is by ministerial appointment and any remuneration received for the period that paid leave was granted shall be paid to the employer (as for Jury Service)

4.8 Long service Leave

Long service leave provision of 1 week after 5 years continuous service, and a further week after each subsequent five years of continuous service.

Long Service Leave the new provision came into effect from 10 December 2014.

Transition to the new provisions is on the following basis

Tairāwhiti: The provisions of this clause apply with service commencing from 10 December 2014.

Waikato: All employees will accrue LSL at the rate of 1 week for each five years, with service commencing from 10 December 2014 (5 years later for first entitlement) with the exception of those employees who commenced employment prior to 17 November 1994, these employees will be grand-parented as per the provisions contained in the schedule. Upon qualifying for the grand-parented provision, an employee's service will be zeroed and the provisions of this clause will apply.

Bay of Plenty: All employees with less than 10 years' service at 10 December 2014 shall have their service zeroed and shall commence accruing service for long service leave as per the provisions above (from 1 November 2014)

Employees with 10 or more years' service entitlement is retained as per the previous applicable agreement provision of four weeks after 20 years Upon qualifying for the grand-parented provision, an employee's service will be zeroed and the provisions of this clause will apply.

Lakes: New employees, the new provision as above applies effective from 10 December 2014. For existing employees (those employed as at 10 December 2014) the existing provisions will be grand-parented.

Each individual DHB's specific terms and conditions grandparented. (See Schedule)

4.9 Leave without pay

All requests submitted by employees for leave without pay are to be considered and administered in accordance with the employers "Leave Without Pay Policy".

5.0 DOMESTIC VIOLENCE VICTIMS LEAVE

The parties note the entitlements provided to victims of domestic violence in the Domestic Violence Victims Protection Act 2018. By way of explanation only, the Act provides for additional paid leave (up to 10 days per annum) and the ability to request changes to working conditions on a short-term basis, such as hours of work, days of work, and work location. An employee's ability to access such entitlements are as per the applicable employer's policies.

6.0 HEALTH & SAFETY

The parties to this agreement agree to give effect to and comply with the provisions of the Health & Safety at Work Act 2015 or any amendment or Act passed in substitution and the regulations pursuant to this Act.

The employer makes a commitment to working with employees:

- I. To develop policies and practices that attempt to minimize the impact workplace stress has on employees' lives;
- II. Ensure that workloads are reasonable and achievable within rostered hours;
- III. In designing and implementing shift rosters to meet service needs, the employer will seek to minimize fatigue associated with shift work for affected workers

Separate to the above commitment, the parties to the agreement recognize that effective Health and Safety Committee are the appropriate means for providing consultative mechanisms on Health & Safety issues in the workplace.

7.0 PROFESSIONAL TRAINING AND DEVELOPMENT

The employer may grant leave with or without pay and subject to terms and conditions specified by the employer to enable any employee covered by this agreement to attend courses of study, seminars or conferences or to undertake specific research on projects considered by the employer to be of benefit to the professional growth and development of the employee and relevant within the Health Sector. The granting of such leave shall be at the discretion of the employer.

The parties agree that ongoing education is of value to both employer and employee covered by this Agreement. To that end some DHBs have set aside a fund in each financial year.

Leave will be provided in accordance with the employer's policy. Any changes to the policy's provisions will require consultation with the employees and the PSA.

8.0 UNIFORMS AND PROTECTIVE CLOTHING & EQUIPMENT

Protective clothing and safety equipment will be provided where the nature of work requires it and to enable employees to perform their duties in a safe and appropriate manner.

Uniforms will be provided and replaced on a fair wear and tear basis where required as per the employer's policy.

All uniforms will remain the employer's property and may be laundered by the employer.

Damage to personal clothing – An employee may, at the employer's discretion, be compensated for damage to personal clothing worn on duty, or reimbursed dry-cleaning charges for excess soiling to personal clothing worn on duty, provided 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.

9.0 TERMINATION OF EMPLOYMENT

9.1 Notice Period

Except in the case of casuals and in the absence of special written agreement between the employer and individual employee, the employee or employer shall give 4 weeks written notice of resignation or termination. The employer has the discretion to pay salary in lieu of notice.

Where an individual gives less than the required notice without the agreement of the employer, they will forfeit wages/salary equivalent to that for the unexpired period of the notice period which may be deducted from final payments due without further separate written authority to deduct.

Upon termination of employment, employees shall return to the employer all property belonging to the employer including equipment, uniforms and items of protective clothing. The employer reserves the right to deduct from the employee's final pay an amount to cover the value of any property of the employer that is not returned.

This does not limit the employers' right to summarily dismiss employees for serious misconduct.

9.2 Abandonment of Employment

- (a) Where an employee absents him/herself from work for a continuous period exceeding three rostered days without the consent of the employer and without notification to the employer, he/she shall be deemed to have terminated his/her employment without notice. Except where the employee has been unable to notify the employer due to unforeseen circumstances.
- (b) Provided it shall be the duty of the employer to make a reasonable effort to contact the employee during this period.

10.0 MISCELLANEOUS

10.1 Indemnity Insurance

- (a) The employer undertakes to indemnify employees against actions taken against them by persons suffering damage as a result of acts or omissions of the employees while acting in the course of his or her employment. 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.
- (b) The employer may impose reasonable conditions on its consent to cover legal costs and expenses, including but not limited to:
 - the requirement that a certain provider of legal services is instructed; and/or
 - the required legal services will be provided by employers in-house counsel.

Notwithstanding the above, the employer reserves the right under this indemnity to conduct the defence of any action and/or investigation in such manner as it sees fit in its absolute discretion.

The employer reserves the right to amend or vary the scope of this indemnity should there be any legislative change, which impacts on the employer liability under this Clause.

10.2 Relieving and Higher Duties Provisions

(except Lakes – refer to schedule)

A higher duties allowance will be paid to an employee who has been specifically directed to perform the duties and responsibilities of a higher level than the employees own. Employees will receive a higher duties allowance if the manager agrees that the employee is substantially performing the duties and carrying the responsibilities of a higher position. The allowance will be

\$20 per day. To qualify employees must perform these duties for a minimum of 5 consecutive days (on each occasion), except for TDH which is 3 days.

To be clear, once the threshold of 5 consecutive days, (TDHB 3 days) is reached on each occasion, the allowance will be paid for the entire episode of the higher duties.

Substantially, for the purpose of this clause is: "more than 50% of the time".

10.3 Business expenses

The principle is actual and reasonable expenses incurred and shall be reimbursed in accordance with the employers' policy.

Incidentals allowance – TDH \$7.14 per day or part thereof. WDHB \$7.05 per day.

10.4 Transport

Employees who by agreement with the employer use their private motor vehicle on the employer's business shall be paid a motor vehicle allowance in accordance with the Inland Revenue Mileage Rates (motor cars-two tier scale).

NOTE: the Inland Revenue Department may adjust these rates from time to time.

10.5 Reimbursement of Telephone Rental

Employees will be provided with a cell phone and/or pager when required to be regularly on-call. Alternatively the employer shall reimburse half of the cost of the private line rental.

10.6 Confidentiality & Public Statements

Employees shall not utilise or disclose confidential information, which has been acquired by or made available to them in the course of their employment. This shall not prevent employees from making appropriate ethical/professional disclosures subject to the Privacy Act 1993.

The employer shall be able to keep such records as may be required, in relation to each employee for such purposes as Personnel, Employee Relations, Payroll, and Evaluation data. Employees shall have the right to inspect their personal files subject to the provisions of the Privacy Act 1993.

The employee shall not without prior authorisation from the Information Systems Manager load any unauthorised software, vary existing programmes, duplicate any files or delete any information outside of that relating to the employees job functions from any computer system of the DHB.

11 UNION RECOGNITION

11.1 Deduction of PSA Subscriptions

The employer shall deduct PSA subscriptions from the salaries of employees when authorised in writing by employees, and shall remit such subscriptions to the PSA. On request the employer shall provide the PSA with a list of employees who are having membership fees paid by automatic deduction from their pay on no more than a quarterly basis. The PSA will upon request provide membership lists to the employer, not more frequently than quarterly, and will advise the employer of new members where union fee payment is not via automatic deduction.

Workplace Meetings:

At the request of the PSA, employees will be permitted to attend, on pay at ordinary rates, two union meetings of two hours duration annually. The PSA will give the employer at least 14 days notice of the date and time of these meetings and will make such arrangements as are necessary

to ensure services are maintained during these times. Employees will be required to resume work as soon as possible after the meeting. Only employees rostered for duty who attend a union meeting shall be entitled to pay (at T1 rates) for the meeting on production of an attendance list by the PSA. This provision is inclusive of and meets the provisions of Section 26 of the Employment Relations Act 2000

11.2 Employment Relation Education Leave

Employment relations education leave shall be granted in accordance with the Employment Relations Act 2000 or any amendment or Act passed in substitution.

11.3 Right of Entry

The authorised officers of the union shall, with the consent of the employer (which consent shall not be unreasonably withheld) be entitled to enter at all reasonable times upon the premises for the purposes of union business or interviewing any union member or enforcing this Agreement, including where authorised access to wages and time records, but not so as to interfere unreasonably with the employer's business.

11.4 Delegates

- (a) Delegate means an employee, who is nominated by the PSA, and who is elected to act on the PSA's behalf. The name of such Delegates shall be advised to the employer.
- (b) The employer accepts that elected delegates are the recognised channels of communication between the Union and the Employer in the workplace.
- (c) To enable the delegates to effectively carry out their role including promotion and facilitation of the objectives outlined here and in the Management of Change and Staff Surplus clauses, sufficient time off and reasonable resources, where available, during working hours for:
 - Combined Employees consultative meetings
 - Collective Employee Agreement
 - Attendance at Consultative Forums
 - Participating in delegate committee meetings
 - Representing/supporting members with personal cases
 - Preparation for and representation on working parties, project groups
 - Collective Agreement Negotiations and issues
 - Ongoing communication with members
 - Consulting with members in regard any review that could impact upon their conditions of work
 - Union education/training/planning (refer to Employment Relations Education Leave Clause)
 - Access to union members/new members
- (d) Prior approval for such activity / resources shall be obtained from the employer and such approval shall be subject to work requirements and not be unreasonably withheld.
- (e) Where recognised workplace activities is required outside working hours delegates shall be paid at ordinary rates or granted time in lieu on a time for time basis.

A copy of this MECA shall be available to all employees through their manager or the HR Department.

11.5 Meal Allowance

A meal allowance is to be paid or a meal supplied where the criteria are met for the particular DHB.

DHB	Criteria	Other conditions	Allowance
Waikato	(a) A shift worker who works a rostered duty of 8 hours or more and who is required to work 1 hour or more beyond the end of the shift (excluding a break for a meal). For the purposes of this clause a qualifying shift is defined in clause 1.4	Employer option to provide meal instead of allowance	\$11.90
	(b) Employees other than shift workers employed on overtime and who are required to work 1 hour or more on any day, or who are required to work after 1.00pm on Saturday or Sunday.	Employer option to provide meal instead of allowance	\$11.90
BOP	Telephony Tauranga only – the 5 existing employees (as at 12 December 2001) who work the 3.00pm to 11.00pm shift and weekends on the 7.00am to 3.00pm and 3.00pm to 11.00pm	Overtime payment for ½ hour Monday to Friday while current circumstances continue	\$6.44
TDHB	An employee who works more than 10 hours (excluding any break for a meal)	Employer option to provide meal instead of allowance	\$7.00
Lakes	Nil	Nil	Nil

12.0 SOLVING PROBLEMS

12.1 Resolution of Employment Relationship Problems

- (a) Employees are encouraged to raise any issues around the exercise of a manager's discretion or prerogative with their line manager in the first instance, should the employees concern not be addressed in the first instances with their line manager the employee may escalate their concerns to the appropriate next level line manager. This is not intended to reduce or minimise the employee's ability to escalate employment relations problems as per the paragraphs below.
- (b) In the event of any employment relationship problem arising, the employer DHB and the PSA are committed to adopting a problem-solving approach in the first instance. Other more formal, or legal, processes may be used after all other problem-solving efforts have been exhausted. Personal Grievance and Dispute procedures will be as outlined in the Employment Relations Act 2000. For further information refer to Human Resources, the PSA or the MBIE (www.employment.govt.nz or 0800 20 90 20).
- (b) An employment relationship problem includes a personal grievance, a dispute or 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. An employment relations problem should be raised and discussed with the employee's manager as soon as possible. The employee is entitled to seek advice and assistance from a union representative in raising and discussing the problem. The employer DHB will assist wherever possible to resolve problems arising from the employment relationship.

Appropriate internal staff may be called upon to resolve problems and disputes. A union representative will be involved at all times at the request of the employee in the resolution of problems and disputes. Internal employer procedures will be followed with a view to ensuring fairness and equity at all times. Outside support systems such as whanau or other support people as the employee chooses may help to resolve problems and disputes. The employee, Employer and union will try in good faith to resolve the problem without the need for further intervention.

- (c) Personal grievances and disputes shall be addressed as set out in Part 9 of the Employment Relations Act 2000. A "personal grievance" is a claim that an employee has been unjustifiably dismissed, or has had his/her employment or his/her conditions of employment affected to his/her disadvantage by some unjustifiable action of the Employer, or has been discriminated against in his/her employment, or has been sexually harassed in his/her employment, or has been racially harassed in his/her employment, or has been subjected to duress in relations to union membership. A "dispute" is a disagreement over the interpretation or application of an employment agreement.

Note: The terms used in this Clause have precise legal meanings that are set out in detail in the Employment Relations Act 2000. Employees who believe they have a personal grievance should seek advice of PSA or HR.

- (d) If the problem is not resolved by discussion, mediation services are available through the MBIE for resolving any problems or disputes.

If the problem is not resolved at mediation, the initiating party may refer the matter to the Employment Relations Authority.

In particular, it is important to note that an employee who wishes to raise a personal grievance under the terms of the Act has a period of 90 days from the date on which the action giving rise to the grievance occurred, to lodge the grievance with the employer, unless the employer agrees to the grievance being raised after that period has expired (Section 114). There is also additional time available for raising a personal grievance under the Act, under particular circumstances (Section 115).

Reminder: Please be aware that you may seek advice from the union if you have any questions or uncertainty about this process.

13.0 CONSULTATION, CO-OPERATION AND CHANGE & EMPLOYMENT PROTECTION PROVISIONS

13.1 Management of Change

- 13.1.1 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.
- 13.1.2 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:
- (a) improved decision making
 - (b) greater co-operation between employer and employees; and
 - (c) a more harmonious, effective, efficient, safe and productive workplace.
- 13.1.3 Therefore, the parties commit themselves to the establishment of effective and ongoing communications on all employee relations matters.
- 13.1.4 The employer accepts that employee delegates are a recognised channel of communication between the union and the employer in the workplace.
- 13.1.5 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 PSA to allow them to participate in the consultative process so as to allow substantive input.
- 13.1.6 Proposals for change produced under this provision will be provided to the parties with a minimum period of 14 days for submissions.

13.2 Staff Surpluses

When as a result of the 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 of 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 their present position), and at the conclusion of the process described in clause (Management of Change) then the options in sub clause (4) below shall be invoked and negotiated on a case by case basis between the relevant employee representative organisations and the employer.

(a) Notification

The employer will advise the relevant employee representative organisation at least one month prior to the date that notice is required to be given to the employee whose position is required to be discharged. Notification of a staffing surplus shall be forwarded to the local regional office of the employee representative organisation. This date may be varied by agreement between the parties.

During this period, the organisation and the employer will meet to reach agreement 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 where the circumstances warrant it (and agreement shall not be unreasonably withheld).

The following information shall be made available to the relevant employee representative organisation:

- the location/s of proposed surplus
- the total number of proposed surplus employees
- the date by which the surplus needs to be discharged
- the positions, grading, names and ages of the affected employees
- availability of alternative positions the employer

On request relevant additional information will be supplied where available.

(b) Options

The following are the options to be applied in staff surplus situations in the following order of preference:

- Reconfirmed in position
- Attrition
- Re-deployment
- Leave without pay
- Enhanced early retirement
- Retraining
- Severance

Details of each option will be examined on a case-by-case basis until satisfactory agreement is reached in accordance with the order of preference given above.

Reconfirmation 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 "Severance" (see below) will be applied as a package.

(c) 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, that employee is to be confirmed to it. Where there is more than one clear candidate the position will be advertised with appointment made as per normal appointment procedures.

(d) 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.

(e) Re-deployment
Employees may be re-deployed to a new job at the same or lower salary in the same or new location.

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 re-deployment.

The salary can be preserved in the following ways:

- a lump sum to make up for the loss of basic pay for the next two years (this is not abated by any subsequent salary increases); or
- an ongoing allowance for two years equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases).
- 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.
- The re-deployment may involve employees undertaking some on-the job training.
- Compensation for re-deployment or partial redundancy to a position on the same or different duties but requiring a reduction in minimum contracted weekly or fortnightly hours of work will be negotiated on a case by case basis.

(f) 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.

(g) Retraining
Where a skill shortage is identified, the employer may offer a surplus employee retraining 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 retraining 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.

If an employee is re-deployed 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.

(h) Severance
Payment will be made in accordance with the following:

- "Service" for the purposes of this sub clause means current continuous service as defined in the service related provisions for each DHB and all service previously recognised but excludes any service which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/ early retirement or similar payment from the Employer or former Employer.
- 8.33 per cent of basic salary (T1 rate only) for the 12 preceding months, in lieu of notice. This payment is regardless of length of service; and

- 12 per cent of basic salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months' service; and
- 4 percent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and
- where the period of total aggregated is less than 20 years, 0.333 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.

In plain English this (approximately) means: 4 weeks notice, 6 weeks pay for the first year, and 2 weeks pay for every other year up to 19.

If the employee's current continuous service commenced prior to the date (if any) specified for that employee in the Gratuities clause then where applicable the full gratuity shall be paid.

NOTE: Outstanding annual leave and long service leave shall be paid separately.

- (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
- (j) Job Search
The employer should assist surplus staff to find alternative employment by allowing them a reasonable amount of time off work to attend job interviews without loss of pay. This is subject to the employer being notified of the time and location of the interview before the employee is released to attend it.
- (k) Counselling
Counselling for affected employees and family will be made available as necessary.

13.3 Gratuities as per individual DHB

"Service" for the purposes of this subclause is specified in each individual DHBs specific terms and conditions. Gratuities apply as per the following table.

DHB	Entitlement	Qualification criteria	Service
Waikato	Yes	Subject to policy, must be retiring.	Must have been continuously employed, starting before 1992.
BOP	Yes	(a) In the case of redundancy (b) At the discretion of the CEO in all other cases	In the case of (b) must have been employed before 31 December 2000
Tairāwhiti	Yes	Made redundant or retired through age or ill health. Employees employed after 1st July 1993 shall only have service with Tairāwhiti District Health recognised for the	Salary and service frozen as at 31 st December 1996.

		purposes of this clause.	
Lakes	No		

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.

13.4 Employment Protection - Change of Ownership - Technical Redundancy

11.4.1 Where an employee's employment is being terminated 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 of the employee if:

- (1) The person acquiring the business or the part being sold or transferred -
 - (a) has offered the employee employment in the business or the part being sold or transferred; and
 - (b) has agreed to treat service with the employer as if it were service with that person and as if it were continuous; and
- (2) The conditions of employment offered to the employee by the person acquiring the business or the part of the business being sold or transferred are the same as, or are no less favourable than, the employee's conditions of employment, including:

- (a) any service related conditions;
- (b) any conditions relating to redundancy;
- (c) any conditions relating to superannuation -

under the employment being terminated; and

- (a) The offer of employment by the person acquiring the business or part of the business being sold or transferred is an offer to employ the employee in the business or part of the business either:
 - (b) in the same capacity as that in which the employee was employed by the employer; or
 - (c) in any capacity that the employee is willing to accept.

14.0 Bargaining Fees

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 PSA 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).

14.1 For the purposes of this clause:

This clause takes effect from the date defined in (b) below and remains in place until 28 February 2022.

- (a) the "bargaining fee" shall be set at 100% of the current membership subscription rate and paid each pay period, and shall not increase during the term of this clause. The fees are shown below:

Gross annual salary	Fees per fortnight
\$ Under \$19,629	\$ 4.40
Between \$19,629 and \$42,744	\$8.90
Over \$42,744	\$18.00

- (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.
- 14.2 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.
- 14.3 Nothing in this clause applies to new employees, that is, those who are employed after this Agreement has come into force.
- 14.4 This clause shall expire on 28 February 2022

15.0 DECLARATION

Dated this 24th day of October 2019

For & On Behalf Of The PSA



.....
Warwick Jones
Assistant Secretary

For & On Behalf Of The Employer Parties


.....
Jim Green
Chief Executive
Tairāwhiti DHB
.....
Nick Saville-Wood
Chief Executive
Lakes DHB
.....
Helen Mason
Chief Executive
Bay of Plenty DHB
.....
Kevin Snee
Chief Executive
Waikato DHB

Job Sizing points to bands

Positions are sized by each DHB in accordance with their specified remuneration assessment system, currently Strategic Pay SP10. It is the substantive contents of the position description or equivalent rather than the job title which determines the points for the position. The respective points determined for the position description shall be translated to the appropriate salary band as per the table below, noting that each employer party applies a different translation.

Hauora Tairawhiti will move to SP 10 during the term of the document. The parties note that the current points to salary band will be amended by Hauora Tairawhiti and aligned to Lakes DHB unless otherwise agreed by the Hauora Tairawhiti and the PSA.

Waikato	Lakes	BOP	Hauora Tairawhiti
Band B			
170 - 190	145 – 199	135 – 160	Up to -159
Band C			
191 - 240	200 – 235	161 – 175	160 - 179
Band D			
240 – 265	236 – 259	176 – 190	180 - 194
Band E			
266 – 295	260 – 319	191 – 210	195 - 209
Band F			
296 – 315	320 – 381	211 – 240	210 - 259
Band G			
316 – 335	382 – 424	241 - 285	260 - 294
Band H			
336 – 365	425 – 469	Not Applicable	295 - 339
Band I			
366 – 385	470 - 509	Not Applicable	340 +
Band J			
386 +	501 - 601		

Long Service Leave

The intention of this provision is to retain the existing long service leave provisions, criteria and restrictions that applied immediately prior to the introduction of the 2014-2016 employment agreement, for those who have a grand-parented entitlement.

Waikato pre November 1994 4 Weeks after 20 years.

Tairawhiti pre 30 Nov 92, 4 weeks after 20 years

BOP, retained as per the previous applicable Collective Agreement.

Lakes 10 years 1 week. 15 years 1 week. 20 years 4 weeks, 25 years 5 weeks, 30 years 6 weeks.

DHB	Criteria for qualification	After 10 years	After 15 years	After 20 years	After 25 years	After 30 years
Waikato	Must have been continuously employed before 1992	0	0	4 weeks	0	0

Lakes	All recognised service	1 week	1 week	4 weeks	5 weeks	6 weeks
Tairawhiti	Must have been continuously employed from 30 th November 1992	0	0	4 weeks	0	0
Bay of Plenty	Refer to previous applicable employment agreements			4 weeks		

Those that qualify for the leave, must take the leave within 5 years of qualification or it will be forfeited, that is, if it is not used it is lost.

Lakes Long Service Leave is paid at ordinary rates, Waikato, Bay of Plenty and Tairawhiti are at annual leave rates.

Other than Lakes, where the leave may be split into weeks, the leave must be taken in one period.

Lakes DHB (only) Higher Duties Allowance

1. A higher duty allowance shall be paid to an employee who has been specifically directed to perform the duties and responsibilities of a position at a level higher than their own position. The higher duties allowance will apply over the whole position (i.e. 0.5 FTE Team Leader) and not reduced hours from usual position.
2. Payment shall be as follows:
 - (a) Planned relief (relief for an absence which was known of and for which relief was planned in advance) – 12% of the employees ordinary time (T1) salary rate from the first day that the relief is undertaken.
 - (b) Unplanned relief (other instances other than those specified in (a) above – 10% of the employees ordinary time (T1) salary rate payable from the third day that the relief is being undertaken

Tairawhiti DHB (only) Annual Eye Test

Employees who work on VDU equipment for a substantial portion of their time, and who wish to have expenses for an eye test reimbursed, must obtain approval from their manager to consult with Occupational Health, who will use the Occupational Safety & Health Guidelines for the use of VDUs as a reference. Occupational Health will make a recommendation to the employee's manager regarding the appropriateness of the eye test. It is recommended that the employee obtain pre-approval from their manager before having the eye test.

Waikato DHB (only) Clinical Coding

This structure should be read in conjunction and is subject to Waikato DHB Clinical Coding Progression Criteria 22 June 2009 version 2.)

Waikato DHB Clinical Coders Scale				
			Salary Progression	
Level			Band	Step
Level 1	Trainee	All Staff	F	5
Level 2	Entry Level	All Staff	F	8
Level 3	Standard	Step 1	H	7
		Step 2		8
Level 4	Senior	Step 1	I	7
		Step 2		8
		Step 3		9
Level 5 (Appointed)	Auditor	Step 1	J	7
		Step 2		8
		Step 3		9

1. Progression within Levels, except in relation to step 1 to step 2 of Level 4, shall be governed by the principles governing step progressions meeting i.e. subject to satisfactory performance appraisal, including but not limited to of accuracy and competency and on basis of no more frequently than one step progression in each twelve month period.
2. Progression to the second step in Level 4 requires Certificate of Coder Accreditation now known as Clinical Coder Certification (HIMAA Australia) in the edition currently in use in New Zealand or NZ equivalent; other than this progression will be subject to satisfactory performance appraisal related to competency and accuracy.
3. An allowance of \$4,000 pro-rata to FTE shall be payable to Level 4 coders who achieve the 'exit' qualification necessary to be eligible to appointed to Level 5 (Certificate of External and Internal Clinical Coding Auditing (La Trobe University)) Level 5 Coders shall retain the allowance when appointed to Level 5, subject to maintaining the relevant competencies. Level 5 Coders appointed as of 1 July 2012 shall be eligible for the allowance, subject to achieving the qualification.

Lakes DHB only Redeployment Option

Staff Surplus provisions, Clause 11.2(e) of MECA.

Staff employed prior to 8.3.95 and who are engaged solely in an administration position namely:

Clerks / Telephone Operators / Clinical Typists

This clause does not cover any other occupational professional groups.

If prior to the expiry of 12 weeks redeployment the employee wished to terminate employment at the new location because the new location proves unsuitable the severance options shall be reapplied to that employee. If the option of redundancy is exercised then any redeployment payment that has already been paid shall be deducted.

Lakes DHB (only) – Meal Periods and Rest breaks

This clause shall replace clause 2.7(b) for Lakes DHB employees who are employed for sole charge roles during shifts where an employee is unable to be relieved from work for meal and rest breaks; e.g. telephonists.

2.7(b) Meal periods and rest breaks

An employee 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.

Compensatory measures

- (i) It is acknowledged that during afternoon, night, weekend and public holiday shifts the telephonist on duty will be working a sole charge shift. The nature of such a shift requires the telephonist to take breaks at or close to the work station and such a break may be interrupted at times.
- (ii) As compensatory measure the employee shall be paid per shift worked (eight hours or more) at time half rate (T 0.5) in addition to normal salary for:
 - one 30 minute meal break, and
 - rest breaks as set out in clause 2.7 (d) below.
- (iii) The above arrangement shall only apply whilst there is only the one telephonist working the shift.
- (iv) Where there are personal to holder agreements in place that are more advantageous, such arrangements will continue to apply to those employees only in lieu of the payment in (ii) above.

Appendix A – Merit Criteria Process

Principles

1. The merit criteria process is intended to run in conjunction with, not in replacement of, the organisation's performance appraisal process.
2. Progression from step 8 to the first merit step (9M) is dependent on the achievement of mutually agreed objectives, which are set prospectively when the employee reaches the top automatic salary step. The employee must have been on the top automatic salary step for 12 months prior to progression to the first merit step.
3. Progression from the first merit step (9M) to the second merit step (10M) is dependent on the achievement of mutually agreed objectives, which are set prospectively when the employee reaches the first merit step. The employee must have been on the first merit step salary step for 12 months prior to progression to the second merit step.
4. The merit criteria process requires the completion of a satisfactory performance review which must be completed within six months of the employee commencing the merit criteria process.
5. The employee cannot participate in the merit step process if the employee is under a performance management process.
6. The manager/team leader is responsible for actively engaging with the employee to assist the employee in setting and meeting the agreed objectives.

Education

1. On an annual basis, the employer will advise employees who may be eligible to apply for the merit criteria process of their entitlement to do so.

Process

1. The employee is responsible for writing to the manager/ team leader requesting a meeting to apply for Merit on the Merit Application Form (MAF). This may occur as part of the performance appraisal process or at any other time following the completion of a satisfactory performance appraisal.
2. The employee and manager/ team leader will meet to develop and agree objectives from each domain. The compulsory domains and number of objectives required are outlined in the table below:

Criteria	Compulsory Domains	Total Number of Objectives
Proficient Merit 1	<ul style="list-style-type: none">• Cultural Sensitivity• Advanced Competencies	<ul style="list-style-type: none">• Employees contracted 0.6 FTE to 1.0 FTE need to achieve 5 objectives• Employees contracted up to 0.6 FTE need to achieve 3 objectives
Expert Merit 2	<ul style="list-style-type: none">• Cultural Sensitivity• Advanced Competencies• Leadership	<ul style="list-style-type: none">• Employees contracted 0.6 FTE to 1.0 FTE need to achieve 5 objectives• Employees contracted up to 0.6 FTE need to achieve 4 objectives

3. Objectives must be agreed within 3 months of the employee formally applying for the merit application process. If the objectives cannot be agreed, the manager/ team leader will be responsible for setting the objectives by the completion of this timeframe.
4. The agreed objectives will be documented on the MAF and a copy will be given to the employee, the employee's manager/ team leader and the manager's/team leader's direct report.
5. The assessment must commence 12 months after the objectives have been set.

6. The process for measuring an employee's achievement against the agreed objectives will include a discussion around the employee's performance against the definition of a Proficient or Expert employee. This discussion will be formalised on the MAF.
7. The employee has a right to withdraw from the process at any point, but in doing so cannot apply for Merit until the completion of their next satisfactory performance appraisal.
8. Any salary movement must be approved according to the organisation's delegated authority processes.
9. Any agreed salary movement from this assessment will apply 12 months from the date the employee formally initiated the merit progression process. By way of example, if an employee formally applies for merit in January 2009, the objectives must be agreed by March 2009 and the assessment must occur in March 2010. If the objectives are achieved the Merit salary would commence in January 2010 (12 months from the date that the employee initiated the Merit process).
10. If the objectives are not achieved, the manager/ team leader must formally write to the employee outlining why the objectives are not met and this will be documented on the Merit Application Form.
11. Dispute Provisions
 - a) Where there is a dispute arising out the implementation or interpretation of this merit criteria process, particularly in relation, but not exclusively, to clause 3 and clause 10, the employee should, in the first instance, raise the dispute with their manager/ team leader's direct report (i.e. one up). If the matter is not resolved, the employee may then raise the dispute with the human resources department or alternatively in accordance with the employment relationship process clause stipulated in the MECA.
 - b) The employee is reminded of their right at any time to seek guidance from:
 - a. The PSA
 - b. The Human Resources Department
 - c. Other legal adviser.

Merit Criteria Definitions & Objectives

MERIT 1 PROFICIENT EMPLOYEE DEFINITIONS

A Proficient Employeeis an employee who:

- Demonstrates effective planning and prioritising that is based on knowledge and experience
- Has an understanding of internal and external relationships as they relate to the role and must demonstrate respect in those relationships
- Works with beginner administrators providing appropriate work experience and knowledge
- Has advanced technical skills, improved organisational ability, and demonstrates confidence in these skills
- Works from a variety of perspectives and learns from experience, which informs future responses
- Communicates clearly and effectively, recognises the important aspects of changing situations, and can deal with them appropriately
- Is recognised as a role model and works to guide and support others
- Continuously monitors and reviews own performance, and addresses areas for improvement, including upskilling / training
- Maintains a current and relevant desk file.
- Functions as an effective and proactive member of their team

MERIT 1 PROFICIENT EMPLOYEE OBJECTIVES

Criteria	Compulsory Domains	Total Number of Objectives
Proficient Merit 1	<ul style="list-style-type: none">• Cultural Sensitivity• Advanced Competencies	<ul style="list-style-type: none">• Employees contracted 0.6 FTE to 1.0 FTE need to achieve a total 5 objectives• Employees contracted up to 0.6 FTE need to achieve a total of 3 objectives

Cultural Sensitivity – compulsory domain

- Demonstrates an awareness, sensitivity and respect of others, acknowledging and responding to each person's individual and cultural needs
- Guides and supports others to demonstrate safe cultural practices
- Promotes and is a role model for individuals rights and beliefs in accordance with DHB policies and procedures

Advanced Competencies – compulsory domain

- Demonstrates comprehensive knowledge, and supports others, in relevant procedures, software applications and office equipment
- Supports and guides others to demonstrate effective customer service in a variety of situations
- Communicates clearly and effectively in changing situations, within agreed timeframes
- Identifies and works with appropriate staff and resources to successfully resolve conflicts for example resource utilisation or system improvements

Leadership

- Demonstrates and promotes the organisation's and, where applicable, the team's vision, values and goals
- Positively models new initiatives within the boundaries of the role

Professional Development

- Identifies / undertakes appropriate internal / external training to enhance skills, and promotes and coaches within the team
- Co-ordinates teaching sessions and in-services and promotes professional development within the service

Organisational Development

- Demonstrates the use of DHB policies and procedures in own area to guide and support others
- Provides support and guidance to beginner administrators and acts as a peer for the development and maintenance of desk files

MERIT CRITERIA DEFINITIONS & OBJECTIVES

MERIT 2 EXPERT EMPLOYEE DEFINITIONS

An Expert Employeeis an employee who:

- Demonstrates expertise in a wide range of skills and techniques
- Provides administrative functions that are guided by a flexible, innovative and confident approach
- Has intuition and skill arising from a knowledge base grounded in experience and comprehensive understanding of situations
- Anticipates the impact of changing situations and is able to implement appropriate resolutions.
- Is recognised as a leader, educator, role model and as a resource to guide and support the development of others
- Continuously monitors and reviews own performance, and addresses areas for improvement, including upskilling / training
- Demonstrates positive relationships with internal and external customers, ensuring quality delivery of service.

MERIT 2 EXPERT EMPLOYEE OBJECTIVES

Criteria	Compulsory Domains	Total Number of Objectives
Expert Merit 2	<ul style="list-style-type: none"> • Cultural Sensitivity • Advanced Competencies • Leadership 	<ul style="list-style-type: none"> • Employees contracted 0.6 FTE to 1.0 FTE need to achieve a total of 5 objectives • Employees contracted up to 0.6 FTE need to achieve a total of 4 objectives

Cultural Sensitivity – compulsory domain

- Demonstrates an awareness, sensitivity and respect of others acknowledging and responding to each person’s individual and cultural needs
- Guides and supports others to demonstrate safe cultural practices
- Promotes and is a role model for individual’s rights and beliefs in accordance with DHB policies and procedures

Advanced Competencies

- Develops systems and procedures that improve efficiency and effectiveness
- Is an expert user of all relevant software applications and office equipment, and coaches others in their use
- Recognised as an effective communicator and acts as a resource in dealing with a variety of complex situations

Leadership

- Provides representation of the team/ professional perspective to the organisation
- Develops and extends networks with peers
- Supports and guides others to plan and prioritise, and is seen as a role model
- Identifies and resolves risk management issues

Professional Development

- Organises and provides teaching sessions and in-services to promote professional development within the service
- Can identify and implement own long term professional development goals
- Implements quality projects aims at directly improving services
- Provides professional administration advice and support to other occupational groups

Organisational Development

- Develops and implements quality initiatives
- Identifies gaps in admin service and takes steps to remedy them
- Utilises policies and procedures to guide and support others in areas for improvement
- Acts as a resource for example develops systems and processes related to desk files

Appendix B - Partnership Agreement

Purpose/Object of this Agreement

The parties to this agreement seek to give practical and meaningful support to their working (Partnership) relationship so that genuine mutually beneficial gains can be made for both parties. The parties agree to work together in partnership towards achieving a nationally and internationally regarded health service that is recognised for the high quality delivery and provision of health care and health outcomes for service users. The parties also wish to achieve a high quality working environment for all current and future health care professionals.

This agreement confirms an understanding between the parties that an effective partnership relationship will:

- Improve the work environment, quality management & service delivery
- Improve the efficiency of services
- Increase the effectiveness of service provision
- Reduce costs in service provision

The principles, processes, procedures, and goals adopted under this partnership agreement align with those agreed within the CTU/DHB Health Sector Relationship Agreement.

The parties acknowledge that the relationship still operates primarily at the individual DHB level. It shall be consistent with the principles set out below. From time to time the parties may agree that there are projects/issues that are best considered at a regional level. In such cases an appropriate group will be formed to consider and advise the local partnership forum.

Principles

The following principles underpin our behaviour and conduct within this relationship. They should assist in developing a culture within the organisation where all employees, the PSA and DHBs share in taking responsibility for quality management and health outcomes.

Constructive Engagement The parties will act in a constructive manner at all times, whereby actions and behaviours are consistent with the positive resolution of issues, building the partnership relationship and establishing a quality service and work environment.

Independence The parties recognise and respect their mutual independence and accept that each might arrive at independent positions on issues. In developing its policy and approach, the PSA will demonstrate leadership and maintain and develop high levels of democratic and participative organisation in the workplace. The PSA is the accepted legitimate representative of members in the workplace.

Accountability The parties are responsible for their actions and are accountable to one another in developing and maintaining this partnership relationship. The Employer parties have accountability to the Government in terms of the New Zealand Public Health and Disability Act. The PSA has accountability to PSA members as per the PSA Rules.

Principled behaviour The parties shall conduct themselves with integrity and act in a principled manner, taking responsibility for and being accountable for their actions. Honesty, openness, commitment and courage shall characterise the partnership relationship.

Accepting of Change The parties accept that they work in a continually evolving environment and that they have a responsibility to engage one another in a partnership manner to ensure that change advances their common interests.

Solution focused - The parties accept that conflict and difference are a natural occurrence and that a constructive approach to seeking solutions to conflict will be taken wherever possible.

Partnership Group

Each DHB shall establish a Partnership Group (PG), which shall be comprised of three employer and three PSA representatives. Membership of the PG may include an administration professional advisor where this position exists.

The PG shall:

- Meet as required but not less than quarterly; and
- Identify the partnership project(s) to be undertaken that are most suitable for the DHB, bearing in mind the purpose/ objectives of this partnership agreement; and
- Develop the scope of the partnership project(s) to be undertaken, which shall include measurable objectives, timeframes, resources required; and
- Review the scope of the partnership project as required; and
- Provide regular updates on progress to interested parties (DHB, PSA and the Midland region).

The parties agree that:

- PSA members who form part of the PG will incur no loss of ordinary pay (T1) for attending PG meetings. If a PSA member is required to attend a PG meeting on a rostered day off, an alternative day off will be allocated during the roster period or, alternatively, the employee will be paid at T1 for the length of the meeting attendance.
- PSA members will be resourced to advance the partnership project(s). Such resourcing may include time, access to DHB email/ information systems and transport. The resourcing required will be agreed and approved during the scoping of the partnership project(s). Partnership projects should be treated as part of normal hospital business.

Partnership Projects

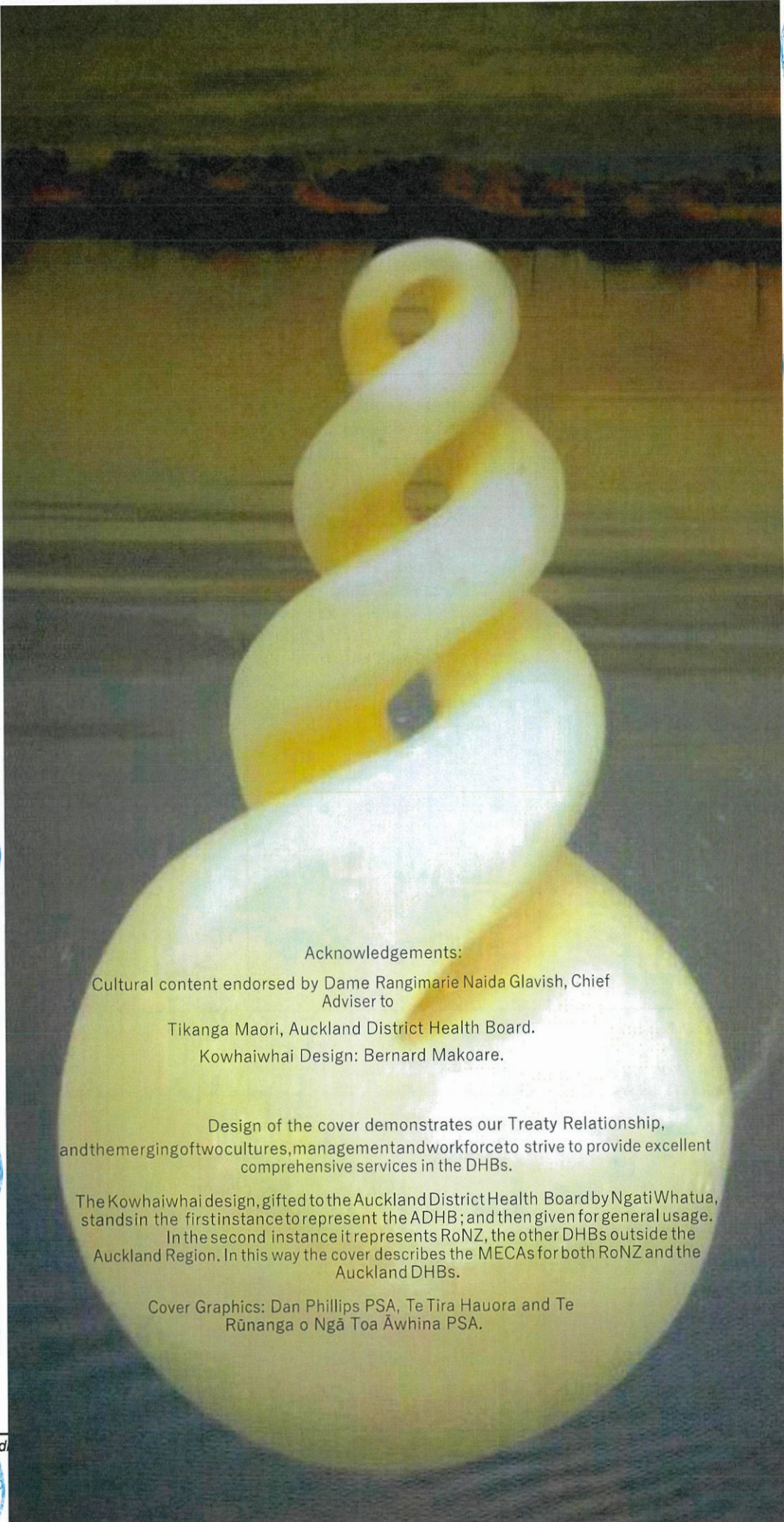
The projects below are examples of matters that may be considered at a local level to help enable quality management, a quality work environment and quality services. The parties note the following points:

- The examples are not exhaustive and the parties note that the PG may identify additional/ alternative partnership projects to be scoped and undertaken during the course of PG discussions; and
- The PG is not expected to undertake all of the example projects at once but will determine the most suitable project(s) for the DHB bearing in mind resource availability and relevance to the DHB; and
- The PG is not expected to progress a project if it is not deemed to be suitable for that DHB by either party to the PG. Having discussed the reasons, the matter should not be relitigated unless circumstances change.

Project	Details	Outcome Expected
Service Development & Relationships	<ul style="list-style-type: none"> - Promote healthy relationships between employees and employers that are based on transparency, honesty, good faith, flexibility and accountability. - Develop a climate of constructive feedback - Develop a professional advisor – administration position. - Create an administration support service, with positions grouped into reception, admin support, secretarial services & medical records 	<ul style="list-style-type: none"> - Level of trust increases - Clear direction for both employees and employers on expected service delivery outcomes - Communication channels improve - Promotes a customer focussed, consistent administrative support service. - Gives clerical employees ownership of the organisational structure and a specific clerical voice in the organisation

<p>Increased Productivity</p>	<ul style="list-style-type: none"> - Consider the use of a diagnostic survey (DOL tool) in the DHBs to help to identify productivity barriers and opportunities. - Identify barriers to attendance at appointments <ul style="list-style-type: none"> o Texting/ emailing reminders to patients o Patient transport to clinics, develop solutions o Consider swing shifts (working the full extent allowable in the hours of work provisions – can contact patients outside of traditional working hours) - Utilising IT more effectively <ul style="list-style-type: none"> o Scanning o Records online/ real time o Winscribe <ul style="list-style-type: none"> ▪ Enables work from home (increased flexibility for employees) ▪ Encourage greater clinician use by providing training during clinician’s induction period 	<ul style="list-style-type: none"> - Opportunities identified and acted upon - Reduce DNA rates - Reduce the amount of re-work when having to re-schedule patients - Transfer of skill base from paper-based to IT based providing learning opportunities to employees - Reduction in lost documentation due to scanning upon receipt - Electronic health records providing immediate access to required clinical documentation including test results\completed medical typing\correspondence from external sources - Use of Winscribe to provide sound tracking and auditing of medical dictation - Quicker turn around
<p>Improved Patient Journey</p>	<ul style="list-style-type: none"> - BOP/ Waikato – regional referral centre - Improved data integrity/ early capture of data - Process issues/ systems issues/ check lists <ul style="list-style-type: none"> o E.g. patient admitted for acute episode, check ten days ahead for booked appointments and advise other department accordingly o Links to induction for new employees (workforce development) - Electronic file tracking - E-referral package 	<ul style="list-style-type: none"> - One point of contact for the DHB, improves efficiency and decreases error rates - Lost time spent searching for patients reduced - Enables tests to take place when patient is in hospital setting - Lost time spent searching for files is reduced - Single point of entry for all referrals to reduce referrals being mislaid and\or delays in entry into respective patient management systems - Improved management of waiting lists.

Workforce Development	<ul style="list-style-type: none"> - Develop common induction processes across the organisation: <ul style="list-style-type: none"> o Checklists o Cheat notes/ task descriptions/ desk files o Peer support - Career development path <ul style="list-style-type: none"> o Career training modules o Clinical Coders - Development of an "E-letter" for the purposes of sharing information across the region - Development a multitasking culture within the clerical workforce 	<ul style="list-style-type: none"> - New employees are productive in a shorter timeframe - Customer satisfaction (internal and external) does not decrease with the commencement of a new employment - Improved staff satisfaction and therefore retention of clerical workforce - Provides clerical staff with the opportunity to obtain recognised qualifications - Institutional knowledge is retained in the sector - DHBs learn and benefit from each other's initiatives - Improved cover and service provision along with career development
Reduced Financial Liability	<ul style="list-style-type: none"> - Decrease annual leave liability through: <ul style="list-style-type: none"> o Annual leave planning o Better utilisation of a clerical flexi pool - Develop in-house clerical flexi pool – employees employed on a "part time/ no guaranteed hours" basis. Opportunity cost – reduces reliance on employment agencies 	<ul style="list-style-type: none"> - Reduce annual leave liability by 20% - Improved in-house casual pool will: <ul style="list-style-type: none"> o Improve customer satisfaction (retaining staff who understand the DHB) o Reduce errors o Better utilise the available workforce o Reduce reliability on and costs incurred by use of employment agencies. o Enable permanent staff to take annual leave as cover will be available o Reduce costs to DHB in utilising external temporary personnel agency staff



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Design of the cover demonstrates our Treaty Relationship,
and the merging of two cultures, management and workforce to strive to provide excellent
comprehensive services in the DHBs.

The Kowhaiwai design, gifted to the Auckland District Health Board by Ngati Whatua,
stands in the first instance to represent the ADHB; and then given for general usage.

In the second instance it represents RoNZ, the other DHBs outside the
Auckland Region. In this way the cover describes the MECAs for both RoNZ and the
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