

Te Whatu Ora
Health New Zealand

Te Whatu Ora
Health New Zealand

and

Te Pūkenga Here Tikanga Mahi
Public Service Association (PSA)

National Health Administration
Workers Collective Agreement

01 January 2023 – 31 December 2024

**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.
No reira, nau mai haere mai,
whakatau mai.**

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

He Whakatauakī:

**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.

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1 About Us

This section sets out the foundation of our relationship and how we want to work together.

1.1 Foreword

This agreement is the first national Collective Agreement for administration healthcare workers.

It brings together four regional collective agreements and the administration and clerical pay equity settlement of 2021 into one Collective Agreement and represents this workforce's importance to Aotearoa's health system's success.

1.2 Te Tiriti o Waitangi

Te Whatu Ora and the PSA acknowledge the importance of Te Tiriti o Waitangi as the constitutional basis of the relationship between Māori and the Crown and the unique status of Māori as tangata whenua of Aotearoa.

Te Whatu Ora and the PSA recognise that the preamble and articles of the Māori text of Te Tiriti o Waitangi provide a framework for the working relationship, and it is beneficial for Te Whatu Ora and the PSA to each continue to strengthen their engagement with mana whenua, kaimahi Māori and Māori leadership.

The parties' joint responsibilities include:

- Developing a good understanding of the needs and aspirations of iwi, hapū, Māori whānau and specifically kaimahi Māori.
- Developing knowledge of Te Tiriti o Waitangi and Te Ao Māori and how this enables a culturally safe workplace for employees and health consumers, specifically for Māori.
- Building awareness of the aims of Te Pae Tata Interim New Zealand Health Plan (2022) and Whakamaua: Māori Health Action Plan (2020).
- Encouraging the use of Te Reo Māori in the workplace.

1.3 The Way We Work

Te Whatu Ora and the PSA have developed a way of working together constructively, having built an open and positive relationship. This includes a shared focus to progress the common interests of the two organisations in having a safe, skilled and supported administration workforce.

Our aim, in line with the Te Mauri o Rongo, is to support respectful relationships between those working in the health sector and strengthen commitment across the system to achieving equity of outcomes, including providing culturally responsive services. Ultimately, we believe that supporting teams to deliver quality care in a respectful and culturally safe way will improve health outcomes for all of Aotearoa.

2 Agreement Formalities

This section explains which employees are covered by this Agreement, describes the parties and states how long this Agreement remains in force. It also explains some key terms that are used throughout the Agreement.

2.1 Parties

In accordance with the Employment Relations Act 2000, this collective agreement is made between:

- Te Whatu Ora | Health New Zealand – (hereinafter referred to as the “employer” or “Te Whatu Ora”)
- and**
- The New Zealand Public Service Association | Te Pūkenga Here Tikanga Mahi Incorporated (hereinafter referred to as the “Union” or the “PSA”)

2.2 Coverage

This is a national Collective Agreement pursuant to the Employment Relations Act 2000.

This agreement covers all employees of Te Whatu Ora who are members of the PSA and

whose roles are:

- able to be mapped to a National Health Administration Role Profile
- and**
- are not covered by another Collective Agreement.

The National Role Profiles are set out here [[Link to National Role Profiles](#)].

2.3 New Employees

The parties agree that any new employee whose work is covered by the coverage clause of this agreement (clause 2.2) shall be employed pursuant to this agreement for the first 30 days of their employment. After that, coverage shall be dependent upon the employee joining the union party to this agreement.

- The employer, as a part of the appointment process, shall provide new employees with PSA membership forms and recruitment materials that have been supplied to the employer by the PSA
- In the first instance, new employees shall be offered the opportunity to become a member of the PSA. From the date of becoming a union member, the new employee shall be entitled to all the benefits and bound by all of the obligations under this agreement.

2.4 Existing Employees

Where the employee joins the PSA, and this agreement covers their position, that employee's terms and conditions of employment shall, from the date on which they join the PSA, be those contained in this agreement unless otherwise agreed between the parties.

The employer recognises that the employee has an entitlement to seek advice from the PSA in this regard.

2.5 Definitions

- 2.5.1 Ordinary hourly rate of pay:** The divisor for your ordinary rate for 40 hours per week workers shall be as set out in Appendix 5 Part 1 Schedule clause 1.1.
- 2.5.2 Ordinary pay:** Has the meaning given to it by the Holidays Act 2003.
- 2.5.3 Ordinary or normal hours:** mean 80 hours per **fortnight**.
- 2.5.4 Duty/shift:** means a single, continuous period of work required by an employee, excluding overtime, on-call and call-back. A duty shall be defined by a starting and finishing time. When a significant part of a duty falls on a particular day, the whole duty shall be regarded as being worked on that day.
- 2.5.5 Employee:** means any person employed by an employer whose role is covered by this Agreement.
- 2.5.6 Employer:** means Te Whatu Ora Health New Zealand.
- 2.5.7 District:** in the context of Te Whatu Ora/Health New Zealand means the geographic area and the related worksites of the former District Health Board (clause 12, Schedule 1, Pae Ora (Healthy Futures) Act 2022 refers).
- 2.5.8 MECA:** means Multi-Employer Collective Agreement (MECA).
- 2.5.9 Fortnight:** means the 14 days commencing midnight Sunday/Monday. When the major part of a shift falls on a particular day, the whole shift shall be regarded as being worked that day.
- 2.5.10 Penal rate:** is the rate of pay for time worked (other than overtime) within **ordinary hours** of work during times specified in clause 3.11.
- 2.5.11 Relevant Daily Pay:** Has the meaning given to it by the Holidays Act 2003.
- 2.5.12 Service:** means the current continuous service with the employer and its predecessors (Hospital and Health Services, Crown Health Enterprises, Regional Health Authorities, Health Funding Authority, Area Health Boards and Hospital Boards), except where otherwise defined in the applicable clause service shall not be deemed to be broken by an absence of fewer than three months. However, where the employee remains actively engaged in related work to their profession or study whilst absent, three months shall extend to twelve months. This period of absence does not count as service for the purpose of attaining a service-related entitlement. Nothing in this Collective Agreement will override service recognised by previous Collective Agreements.

- 2.5.13 Higher Duties:** Higher duties means work carried out by an employee who, at the employer's request, is substantially performing the duties and carrying the responsibilities of a position or band higher than the employee's own.
- 2.5.14 Shift work** is the same work performed by two or more employees or successive sets or groups of employees working consecutive periods. A qualifying shift has a corresponding meaning.
- 2.5.15 T1:** means the **ordinary hourly rate of pay**.
- 2.5.16 T1.5:** means one and one-half the **ordinary hourly rate of pay**.
- 2.5.17 T2:** means double the **ordinary hourly rate of pay**.

2.6 Categories of Employment

- 2.6.1 A Permanent employee** means an employee employed for an indefinite term; that is, an employee who is not employed on a temporary or casual basis. The employee can be full-time or part-time.
- 2.6.2 A Fixed-term employee**, as defined by Section 66 of the Employment Relations Act 2000, means an employee employed for a specific 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. Fixed-term agreements shall not be used to deny staff security of employment. The employee can be full-time or part-time.
- 2.6.3 A casual employee** is an employee with no set hours or days of work and is typically asked to work as and when required with no expectation of ongoing employment. Casual agreements shall not be used to deny staff security of employment. The employer reserves the right to employ casual employees where necessary to meet service delivery demands.

2.7 Term

The term of this Agreement is 24 months. The Agreement will come into effect on 1 January 2023 and will expire on 31 December 2024.

2.8 Variations

This Agreement may be varied in writing by a signed agreement between Te Whatu Ora and the PSA, subject to their respective ratification processes.

Any variation will apply only to those employees directly affected. Employees are "directly affected" only if their employment terms are altered due to the proposed variation.

2.9 Savings

Except as agreed explicitly within this document, nothing in this agreement shall operate to reduce the wages and conditions of employment applying to any employee at the date of this agreement coming into force.

The parties agree that if an item was not expressly agreed to, the terms and conditions prevailing before this agreement should continue to apply.

2.10 Completeness

This Collective Agreement supersedes all terms and conditions in previous MECAs.

There are, however, a range of scheduled provisions (including previously agreed grandparented provisions) from previous regional MECAs that remain in place. The scheduled provisions are listed in Appendix 5.

As significant changes have been made in this Collective Agreement, it is acknowledged that specific terms and conditions may have inadvertently been omitted. This Collective Agreement shall not operate to deprive employees of a benefit that was missed in error. Nor shall it operate to provide an employee with a benefit that was inadvertently included.

Where the parties believe the interpretation of this Agreement does not reflect what was discussed and agreed upon in bargaining, they will meet in good faith to discuss the resolution of the matter.

2.11 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.

3 Hours of Work

This section describes hours of work and the basis for rostering that meets our commitment to Health, Safety and Wellbeing. It also sets out how pay rates change when working additional hours.

3.1 Statement of Intent

The employer recognises the need for staff to balance their work life with their recreational and home life and is committed to active participation in managing workloads and working time that achieves staff and management goals and results in realistic work expectations. Te Whatu Ora and the PSA recognise that a degree of stress is a part of the modern workplace. The employer commits to working with staff to develop policies and practices that minimise stress's negative impact on workers' lives and that workloads are reasonable.

Nothing in this document is intended to vary the hours of work arrangement that apply when this agreement comes into force. The hours of work can only be varied by application of clause 3.5.

3.2 The Week

The week shall start and end at midnight each Sunday/Monday. When the major part of a duty falls on a particular day, the whole duty shall be regarded as being worked that day. This provision relates not to remuneration but to rostering conventions for days off.

3.3 Hours of Work Requirements

The employer shall document the hours of work requirements for each position for which an employee, other than a casual employee, has been engaged or is fulfilling for the time being. The written hours of work requirements shall be provided to the employee.

Hours of work requirements shall comply with all of the provisions of clause 3.4 of this Agreement.

Hours of work requirements shall reflect actual hours of work and shall be specified in terms of:

- the times of the day for which an employee is required to be available for the ordinary duty hours of work; **and**
- the days of the week for which an employee is required to be available for the ordinary weekly hours of work; **and**
- any overtime or on-call requirements or opportunities.

3.4 Ordinary Hours of Work

3.4.1 Unless otherwise specified, the **ordinary hours** of work shall be either:

3.4.1.1 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

3.4.1.2 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,

or

3.4.1.3 Forty (40) hours each week worked as not more than five (5) duties between 0600 and 2000 hours, Monday to Friday.

3.4.2 The **ordinary hours** of work for a single duty shall be up to a maximum of ten (10) hours unless an alternative roster has been agreed upon (clause 3.6.9).

3.4.3 A duty shall be continuous except for the meal periods and rest breaks provided for in this Agreement.

3.4.4 Except for overtime, and except where an alternative arrangement is operating, each employee shall have a minimum of four (4) days off during each two (2) week period (14 days). Days off shall be additional to a nine (9) hour break on completing the previous duty.

3.4.5 Except for overtime, no employee shall work more than five (5) consecutive duties before a day(s) off, provided that an alternative arrangement may be implemented by agreement between the employer and a majority (measured in full-time equivalents) of the directly affected employees.

3.4.6 A range of hours worked across Te Whatu Ora is defined as full-time.

3.4.7 37.5 Hour week

The 37.5-hour week has been grandparented to existing employees in this Collective Agreement. Refer Appendix 5 Part 2 Grandparented Provisions clause 2.2.

By mutual agreement, employees with grand-parented provisions related to 37.5 hours paid per week may transition to 40 hours per week.

3.5 Variation to Hours of Work Requirements

3.5.1 Emergencies

The employer may require variations to hours of work requirements to meet the needs of emergencies.

3.5.2 Occasional variations

Occasional variations to the times of day and/or days of the week to meet service requirements shall be by agreement between the employer and the directly affected employee(s).

3.5.3 Long-term/permanent changes to hours of work requirements

Except as provided above, where the employer requires an employee to change their hours of work requirements to meet service needs, then a minimum of twelve (12) weeks prior notice of the change shall be given to reach a written agreement between the employee and the employer. Such agreement shall not be unreasonably withheld. A shorter period of notice than twelve (12) weeks may be applied by agreement.

Should mutual agreement not be reached, the employer reserves the right to use the management of change provisions to effect the change. The employee's representative shall also be advised of the notice of the change at the same time as the employee. The parties note that this provision is not in place of the management of change provisions.

- 3.5.4 No employee shall be discriminated against for not agreeing to change their hours of work requirement.

3.6 Rosters

- 3.6.1 The Health and Safety at Work Act 2015 requires the employer to ensure, so far as is reasonably practicable, the health and safety of workers while at work.
- 3.6.2 Therefore, in designing and implementing shift rosters to meet service needs, the employer shall ensure the disruption, personal health effects and fatigue associated with **shift work** are minimised for the workers involved. Roster templates and changes to roster templates shall be jointly developed and reviewed by the employer, representatives of affected employees and the PSA.
- 3.6.3 A roster shall be produced when an employee is required to start and/or finish work at changing times and/or on changing days of the week.
- 3.6.4 The roster period shall be four (4) weeks (28 days) or greater, except that it may be less for services where unpredictable service demands make this impracticable.
- 3.6.5 Rosters shall be notified to the employees involved at least four (4) weeks (28 days) before the commencement of the roster period, except that the minimum period of notification for roster periods of less than four (4) weeks shall be two (2) weeks (14 days). Less notice may be given in exceptional circumstances.
- 3.6.6 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.
- 3.6.7 Notwithstanding the conditions above, staff may be permitted to change shifts one with another by mutual arrangement and with the manager's prior approval. Additional overtime or other penalty provisions shall not apply in these instances; swapping shifts will be a cost-neutral exercise.
- 3.6.8 Night rosters shall provide for adequate rest following any period of consecutive night duties.

3.6.9 Additional Provisions for Employees working Alternative Rosters

- 3.6.9.1** In specific instances, i.e., shifts of longer or variable lengths, the **ordinary hours** for a full-time employee can be averaged over a roster cycle of greater than one **fortnight**, e.g., an employee who works 12-hour shifts may work 120 hours over a three-week roster and be considered to be full-time. However, no employee shall be required to work more than a 12-hour rostered shift.
- 3.6.9.2** Alternative hours of work may be implemented by agreement between the employer, the employees directly affected and the PSA. Such agreement shall be in writing and signed by the parties' representatives.
- 3.6.9.3** Every employee shall have two periods of at least 24 hours off duty each week, except in the case of emergencies or by agreement; these shall be consecutive. These off-duty periods may fall separately no more than once every four weeks for the following reasons:
- at the request of the employee
 - or**
 - to facilitate rostering
- 3.6.9.4** No employee working 10 hours per rostered shift shall work more than five consecutive duties. Where five consecutive 10-hour duties are worked, the employee must have a minimum of 3 consecutive 24-hour periods off duty.
- 3.6.9.5** No employee working 12 hours per rostered shift shall work more than four consecutive duties. Where four consecutive 12-hour duties are worked, by agreement with the employee, the employee must have a minimum of 4 consecutive 24-hour periods off duty. It is recognised that three consecutive 12 hours shifts are the preferred maximum. Where three consecutive 12-hour shifts are worked, the employee must have a minimum of 3 consecutive 24-hour periods off duty.
- 3.6.9.6** Meal Breaks and rest periods shall be observed in accordance with clause 3.8. In addition, an employee who works a 12-hour shift shall be allowed two meal breaks, one paid and one unpaid, each of not less than half an hour. The second meal break is to be taken after having worked eight hours of the shift. Such meal breaks shall be arranged to be spaced as near as possible at equal intervals.
- 3.6.9.7** Minimum breaks between duties: refer to clause 3.7.
- 3.6.9.8** **Overtime** - the following payments shall apply:
- **Twelve-hour shifts:** double the average/**ordinary hourly rate of pay** (T2) for all hours worked in excess of a rostered 12-hour shift;
 - **For those full-time employees working 12-hour shifts,** overtime shall apply after 120 hours averaged over three weeks
 - **Annual Leave / Sick Leave:** each day of annual leave or sick leave shall be calculated and paid according to the number of hours rostered to work on the day of such leave.

Note: For more information on overtime provisions refer to clause 3.10.

3.7 Minimum Breaks

- 3.7.1** A break of at least nine (9) continuous hours must be provided wherever possible between any two qualifying periods of work. Except if a ten (10) hour duty has been worked, a break of twelve (12) consecutive hours must be provided wherever possible.
- 3.7.2** The qualifying periods of work for the purposes of this clause are:
- 3.7.2.1** A duty, including any overtime, worked either as an extension or as a separate duty;
- or**
- 3.7.2.2** Call-back where the ordinary daily hours or more are worked continuously.
- 3.7.3** If a call-back of less than a continuous eight (8) hour period is worked between two other qualifying periods of work. In that case, a break of nine (9) continuous hours must be provided either before or after the call-back. However, if such a break has been provided before the call-back, it does not have to be provided afterwards as well.
- 3.7.4** Except, for those employees who are called back between 2300 and 0500 hours, the break must be provided afterwards, unless otherwise agreed between the employer and the employee.
- 3.7.5** If a break of at least nine (9) continuous hours (or for ten (10) hour shift workers, twelve (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 (9) continuous hours is taken, and it shall be paid at the overtime rate.
- 3.7.6** Time spent off duty during **ordinary hours** of work solely to obtain a nine (9) - or twelve (12) – hour break shall be paid at the normal hourly rate of pay. Any absence after the ninth – or twelfth – a continuous hour of such a break, if it occurs during **ordinary hours** of work, shall be treated as a normal absence from duty.

3.8 Meal Breaks and Rest Periods

- 3.8.1** Except when required for urgent or emergency work and except as provided in 3.8.2 below, no employee shall be required to work for more than five hours continuously without being entitled to a meal break of not less than half an hour. There will be only one meal break of not less than half an hour during a 10-hour shift.
- 3.8.2** An employee unable to be relieved from the workplace for a meal break shall be entitled to have a meal while on duty, and this period shall be regarded as working time paid at the appropriate rate (the rate payable at that time).
- 3.8.3** Except where provided for clause 3.8.2 above, an employee unable to take a meal after five hours shall, from the expiry of five hours until the time when a

meal can be taken, be paid T0.5 in addition to the hourly rate that would otherwise be payable.

- 3.8.4** Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, and the equivalent breaks for night duty, where these occur during the duty, shall be recognised as time worked.
- 3.8.5** The employer shall supply free tea, coffee, milk, and sugar during the meal or rest breaks prescribed above. Refer to Appendix 5 Part 1 Schedules clause 1.3 for any applicable allowances when this is impractical.

3.9 Flexible Work

The parties support Te Kawa Mataaho | The Public Service Commission's "flexible by default" principles:

- **If not, why not** - All roles are treated as flexible unless there is a genuine business reason for a role not to be. Flexibility is equally available to women, men and gender-diverse employees, irrespective of the reason for wanting it. Furthermore, working flexibly will not undermine career progression or pay.
- **Works for the role** - Every role should be suitable for some form of flexibility but not every type of flexibility will work for every role. Genuine business reasons may mean that some types of flexibility cannot be implemented for some roles.
- **Works for the service and teams** - Flexible working should not be viewed as just agreed between an employee and manager. This means that the impact of flexible arrangements should be considered on teams and the service as a whole.
- **Requires give and take** - Flexibility requires give and take between the employee, manager and team. It also places collective obligations on employees, managers, and teams to be open and adaptable so that it works for everyone.
- **Mutually beneficial** - Flexible working must work for the service, teams, and employees. Consideration should be given to how flexible work arrangements can maintain or enhance service delivery and the performance of the agencies, teams and employees. It should not result in increased workloads for employees working flexibly or for other team members who are not.
- **Actively championed by leaders** - Leaders support, champion and role model flexible working for their teams and themselves.

3.10 Overtime

3.10.1 Overtime is time worked in excess of:

3.10.1.1 eight hours per day or the rostered duty, whichever is greater

or

3.10.1.2 80 hours per two-week period

3.10.2 Provided that such work has been authorised in advance. This clause shall not apply to employees working alternative hours of work, and the overtime provisions in Clause 3.10.7 shall apply.

3.10.3 Overtime worked on any day (other than a public holiday) from midnight Sunday/Monday to midnight on the following Friday shall be paid at one- and one-half times the **ordinary hourly rate of pay (T1.5)** for the first three hours and at double the **ordinary hourly rate of pay (T2)** thereafter.

3.10.4 Overtime worked from 2200 until the completion of a rostered night duty Sunday to Friday, or from midnight Friday to midnight Sunday/Monday, or on a public holiday shall be calculated at double the ordinary hourly rate of rate (**T2**).

3.10.5 Instead of payment for overtime, the employer and employee may jointly agree for the employee to take equivalent (that is, one hour of overtime worked for one hour of ordinary time off) paid time off work at a mutually convenient time.

3.10.6 No employee shall be required to work for more than 12 consecutive hours where their normal shift is of 8- or 10-hour duration.

3.10.7 The following overtime payments shall apply where employees work a 10- or 12-hour shift roster pattern:

3.10.7.1 Ten-hour shifts: **T1.5** after 10 hours for the 11th hour, then **T2** for all hours worked after that.

3.10.7.2 Twelve-hour shifts: **T2** for all hours worked in excess of a rostered 12-hour shift.

3.10.7.3 For those full-time employees working 12-hour shifts, overtime shall apply after 120 hours averaged over three weeks at the rate specified in clause 3.10.3.

3.10.7.4 For all other employees working alternative hours of work, overtime shall apply after 80 hours per two-week period (clause 3.10.3) shall apply.

3.10.8 Employees who work a qualifying duty/shift of 8 hours or the rostered duty/shift whichever is the greater and required to work more than 1 hour beyond the end of the duty/shift shall be paid a meal allowance as per clause 12.2 (Allowances) or provided with a meal.

3.11 Penal Rates

3.11.1 Weekend rates

Weekend rate - applies to ordinary time (other than overtime) worked after midnight Friday/Saturday until midnight Sunday/Monday and shall be paid at time one half (T0.5) in addition to the **ordinary hourly rate of pay** (as defined in clause 2.5.2)

3.11.2 Public Holiday Rates

Public Holiday rate – applies to those hours worked on the public holiday. This shall be paid at time one (T1) in addition to the **ordinary hourly rate of pay** (as defined in clause 2.5.2). (See clause 4.1 for further clarification.)

3.11.3 Night Rates

Night rate – applies to **ordinary hours** of duty (other than overtime) that fall between 2000hrs and until the completion of a rostered night duty from midnight Sunday/Monday to midnight Friday/Saturday and shall be paid at quarter time (T0.25) in addition to the **ordinary hourly rate of pay** (as defined in clause 2.5.2).

3.11.4 Overtime and Penal Rates

Overtime and weekend/public holiday or night rates shall not be paid in respect of the same hours; the higher rate will apply.

Note: Refer to Appendix 5 Part 1 Schedules clause 1.6 for Penal Rates that apply to Districts in the Northern Region.

3.12 Call-backs

3.12.1 Call-back occurs when the employee:

3.12.1.1 is called back to work after completing the day's work or duty and having left the place of employment.

or

3.12.1.2 is called back before the normal time of starting work and does not continue working until such normal starting time.

3.12.2 Call-back is to be paid at the appropriate overtime rate (as per clause 3.10) for a minimum of three hours or actual working and travelling time, whichever is the greater, except that call-backs commencing and finishing within the minimum period covered by an earlier call-back shall not be paid for. Where a call-back begins before and continues beyond the end of a minimum period for a previous call-back, payment shall be made as if the employee had worked continuously from the beginning of the previous call-back to the end of the later call-back.

3.13 On Call

- 3.13.1 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.
- 3.13.2 Unless by mutual agreement or in emergencies, no employee shall be required to remain on call for more than 40% of the employee's off-duty time in any three-weekly period.
- 3.13.3 In services where the employer's operational requirements and staffing levels permit, employees working seven-day rosters should not be rostered on call on their rostered days off.
- 3.13.4 An employee who must be on call and report on duty within 20 minutes shall have access to an appropriate locator or a cell phone.
- 3.13.5 **On Call Allowance:**
 - 3.13.5.1 An employee instructed to be on call during normal off-duty hours shall be paid the on-call allowance set out in clause 12.3 (Allowances).
 - 3.13.5.2 The on-call allowance is payable for all hours the employee is rostered on call, including time covering an actual call out.

3.14 Transport When on Call-Back

- 3.14.1 Where an employee who does not reside in employer accommodation is called back to work outside the employee's normal hours of duty in respect of work which could not be foreseen or prearranged, the employer shall either:
 - 3.14.1.1 Provide the employee with transport from the employee's place of residence to the workplace where the employee is working and to the place of residence from the workplace.
 - or**
 - 3.14.1.2 Reimburse the employee for the actual and reasonable travelling expenses incurred in travelling from the employee's place of residence to the institution, from the workplace to the employee's place of residence, or both travelling to and from the workplace.

4 Leave

This section sets out leave entitlements, including:

- annual leave and service leave
- public holidays
- sick and domestic leave
- tangihanga/bereavement leave
- parental leave
- long service and various other types of leave.

Our leaders will support employees to take leave when it is needed.

4.1 Public Holidays

The following days shall be observed as public holidays:

- New Year's Day
- 2 January
- Waitangi Day
- Good Friday
- Easter Monday
- ANZAC Day
- Sovereign's Birthday
- Matariki
- Labour Day
- Christmas Day
- Boxing Day
- Anniversary Day (as observed in the locality concerned)

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

4.1.2 Where an employee is required to work that Saturday or Sunday, the holiday shall, for that employee, be observed on that Saturday or Sunday, and transfer of the observance will not occur. For the purposes of this clause, an employee is deemed to have been required to work if they were rostered on duty or on-call and actually called into work. They are not considered to have been required to work if they were on-call but not called back to work.

4.1.3 If an employee is rostered on duty (i.e. does not apply to on-call work) on that Saturday or Sunday but does not work, they will be paid **relevant daily pay** for the day, and transfer of the observance will not occur.

4.1.4 When the public holiday for the employee is observed on a Saturday or Sunday, the weekday is treated as a normal working day for that employee, subject only

to the possible payment of weekend rates in accordance with clause 4.1.8 below.

- 4.1.5** Where an employee is not required to work that Saturday or Sunday, observance of the holiday shall be transferred to the following Monday and/or Tuesday in accordance with the provisions of 45 (1) (b) and (d) of the Holidays Act 2003. For the purposes of this clause, an employee is deemed NOT to have been required to work if they were NOT rostered on duty, on-call, or were on-call but not called back to work.
- 4.1.6** To maintain essential services, the employer may require an employee to work on a public holiday when the public holiday falls on a day which, but for it being a public holiday, would otherwise be a working day for the employee.
- 4.1.7** When employees work on a public holiday which would otherwise be a working day for the employee, they will be paid the rate as set out in clause 3.11.2 (time one (T1) in addition to the ordinary rate of pay) for each hour worked. They shall be granted an alternative holiday. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.
- 4.1.8** Should Christmas Day, Boxing Day, New Year's Day or 2 January fall on a Saturday or Sunday, and an employee is required to work (including being on call and called out) on both the public holiday and the weekday to which the observance would otherwise be transferred, the employee will be paid in accordance with clause 4.1.2 for time worked on the public holiday and then at weekend rates for the time worked on the corresponding weekday. Only one alternative holiday will be granted in respect of each public holiday.
- 4.1.9** Should Waitangi Day or Anzac Day fall on a Saturday or Sunday, and an employee is required to work (including being on call and called out) on both the public holiday and the weekday to which the observance would otherwise be transferred, the employee will be paid in accordance with clause 4.1.7 for time worked on the public holiday and then at ordinary rates for the time worked on the Monday. Only one alternative holiday will be granted in respect of each public holiday.
- 4.1.10** An employee who is on call on a public holiday as provided above, but is not called into work, shall be granted an alternative holiday, except where the public holiday falls on a Saturday or Sunday and its observance is transferred to a Monday or Tuesday which the employee is required to work, in which case an alternative holiday shall be granted in respect to the transferred day only and taken and paid as specified in the Holidays Act 2003.
- 4.1.11** Those employees who work a night shift which straddles a public holiday shall be paid at public holiday rates for those hours which occur on the public holiday and the applicable rates for the remainder of the shift. One alternative holiday shall apply in respect of each public holiday or part thereof worked.
- 4.1.12** Off duty day upon which the employee does not work:

4.1.12.1 Where a public holiday, and the weekday to which the observance of a public holiday is transferred where applicable, are both rostered days off for an employee, they will be granted one alternative holiday in respect of the public holiday.

4.1.12.2 Part-time employees

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

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

4.1.13 Public holidays that fall when the employee is on leave:

4.1.13.1 Leave on pay

When a public holiday falls during annual leave, sick leave on pay or special leave on pay, an employee is entitled to that holiday which is not debited against such leave.

4.1.13.2 Leave without pay

An employee shall not be entitled to payment for a public holiday falling during a period of leave without pay (including sick or military leave without pay) unless the employee has worked during the **fortnight** ending on the day the holiday is observed.

4.1.13.3 Leave on reduced pay

During a period of reduced pay, an employee shall be paid at the **relevant daily pay** for public holidays falling during such leave.

4.2 Annual Leave

4.2.1 All employees shall be entitled to 4 weeks of annual leave, taken and paid in accordance with the Holidays Act 2003 and subject to the other provisions of this clause. On completion of five years of recognised **service**, the employee shall be entitled to 5 weeks of annual leave each year. For this clause, "**service**" shall be as defined in clause 2.5.12.

4.2.2 Annual leave is to be taken within 12 months of entitlement becoming due. Where the annual leave is not taken within twenty-four (24) months of being accrued, and there is no agreement on when the leave is to be taken, the employer may direct the employee to take annual leave with a minimum of four (4) weeks' notice.

4.2.3 Noting:

- 4.2.3.1** Annual leave may be granted in one or more periods.
- 4.2.3.2** In accordance with the Holidays Act 2003, the employee shall be given the opportunity to take two weeks leave at one time.
- 4.2.3.3** Annual leave shall be taken to fit in with service/work requirements and the employee's need for rest and recreation.
- 4.2.3.4** When an employee ceases employment, wages shall be paid for accrued annual leave, including shift leave, and the last day of employment shall be the last worked.
- 4.2.3.5** An employee may anticipate up to one year's annual leave entitlement at the employer's discretion.

4.2.4 Casuals

Notwithstanding the above, casual employees shall be paid 8% of gross taxable earnings in lieu of annual leave to be added to the salary paid for each engagement where they meet the requirements of s.28 of the Holidays Act 2003

4.2.5 Parental Leave

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 4.8 of the Agreement.

4.3 Sick Leave

- 4.3.1** In applying the provisions of this clause, the parties note:
- their agreed intent to have healthy staff and a healthy workplace
 - that staff attending work unwell is to be discouraged, and the focus is on patient and staff safety
 - that they wish to facilitate a proper recovery and a timely return to work
 - that staff can have sick leave and domestic absences calculated hourly.
- 4.3.2** In accordance with the Holidays Act 2003, on appointment, an employee shall be entitled to ten (10) working days leave for sick or domestic purposes during the first twelve months of employment and up to an additional ten (10) working days for each subsequent twelve-month period. Casual employees are entitled to sick leave as per the Holidays Act.
- 4.3.3** Statutory sick leave as prescribed in the Holidays Act 2003 (annual entitlement and up to ten days' unused from the previous year) is paid at relevant daily pay. Additional contractual or discretionary sick leave taken or approved is paid at normal rates of pay (**T1** rate only).
- 4.3.4** A medical certificate may be required to support the employee's claim.
- 4.3.5** Sick leave is to be debited on an hour-for-hour basis except for absence of fewer than two hours shall not be debited against sick leave. This includes absences to attend health appointments relating to the monitoring and treatment of medical issues, illness, sickness or injury wherever possible such appointments shall be made at the beginning or end of the shift.
- 4.3.6** The employee can accumulate unused sick leave to a maximum of 260 days.
- 4.3.7** The provisions of this clause are inclusive of the provisions of the Holidays Act 2003
- 4.3.8 Domestic Leave**
- 4.3.8.1** Domestic leave is used when the employee must care for a dependent of the employee. A dependant is anyone who depends on the employee for care at that time.
- 4.3.8.2** It does not include absences during or in connection with the birth of an employee's child. Annual leave or parental leave should cover such a situation.
- 4.3.8.3** At the employer's discretion, an employee may be granted leave without pay where the employee requires additional time away from work to look after a seriously ill member of the employee's family.
- 4.3.8.4** The production of a medical certificate or other evidence of illness may be required.

4.3.9 Additional Discretionary

If an employee has no entitlement left, they are entitled to apply for up to ten (10) days' discretionary leave per annum. The employer recognises that discretionary sick and domestic leave ensures reasonable support to staff being absent from work where their entitlement is exhausted. Therefore, the first five (5) days of discretionary leave shall be approved on the same basis as leave under clause 4.3.2.

4.3.9.1 In considering the next five (5) days' discretionary leave, the employer shall take into account the following:

- the employee's length of **service**
- the employee's attendance record
- the consequences of not providing the leave
- any unusual or extenuating circumstances

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

4.3.10 An employee may be granted further anticipated sick or domestic leave at the employer's discretion. Any anticipated leave taken in excess of an employee's entitlement at the time of cessation of employment may be deducted from the employee's final pay.

4.3.11 Minor Illness

Where an employee is suffering from a minor illness which could have a detrimental effect on the patients or other staff in the employer's care, the employer may, at its discretion, either:

4.3.11.1 place the employee on suitable alternative duties, including working from home (where appropriate);

or

4.3.11.2 direct the employee to take leave on full pay. Such leave shall not be a charge against the employee's sick and domestic leave entitlement.

4.4 Sickness during paid leave

- 4.4.1** When sickness occurs during paid leave, such as annual or long service leave, the leave may be debited against the sick leave entitlement (except where the sickness occurs during leave following resignation) provided that:
- 4.4.1.1** If the period of sick leave is more than three days, a medical certificate is produced.
 - 4.4.1.2** In cases where the period of sickness extends beyond the approved period of annual or long service leave, approval will also be given to debiting the portion, which occurred within the annual leave or long service leave period against sick leave entitlement, provided the conditions in clauses 4.4.1 and 4.4.1.1 above apply.
 - 4.4.1.3** Annual leave or long service leave may not be split to allow periods of illness of three days or less to be taken.
- 4.4.2** During periods of leave without pay, sick leave entitlements will not continue to accrue.
- 4.4.3** Where an employee has a consistent pattern of short-term Sick Leave, or where those absences are more than ten (10) working days/shifts or more in a year, then the employee's situation may be reviewed in line with the employer's policy and Sick Leave practices. The focus of the review will be to assist the employee in establishing practical arrangements to recover.

4.5 Bereavement /Tangihanga Leave

- 4.5.1** The employer shall approve bereavement leave on pay for an employee to discharge any obligation or to pay respects to a Tūpāpaku / deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent) or hura kōhatu / unveiling. The length of time off shall be at the discretion of the employer and should not be unreasonably withheld and will be exercised in accordance with the Holidays Act 2003.
- 4.5.2** If bereavement occurs while an employee is absent on annual leave, sick leave on pay or any other special leave on pay, such leave may be interrupted, and bereavement leave granted in terms of clause 4.5.1.
- 4.5.3** This provision will not apply if the employee is on leave without pay.
- 4.5.4** In granting time off, therefore, and for how long, the employer must administer these provisions in a culturally appropriate manner, especially in the case of Tangihanga.
- 4.5.5** The employer agrees that on application, it may be appropriate to grant leave without pay in order to accommodate various special bereavement needs not recognised in clause 4.5.1 above.

4.6 Shift Leave

4.6.1 Shift Employees

Employees who work rotating shift patterns or those who work qualifying shifts shall be entitled, on completion of 12 months of employment on **shift work**, to up to an additional five (5) days annual leave, based on the number of qualifying shifts worked. The entitlement will be calculated on the annual leave anniversary date. Qualifying shifts are defined as a shift which involves at least two hours of work performed outside the hours of 8.00 am to 5.00 pm, excluding overtime.

Number of qualifying shifts per annum	Number of days additional leave per annum
121 or more	5 days
96 – 120	4 days
71 – 95	3 days
46 – 70	2 days
21 – 45	1 day

Note: For Districts with a different entitlement, refer to Appendix 5, Part 1 Schedules clause 1.7

4.6.2 On-Call Leave: Employees who do not work **shift work** as defined in clause 2.5.12 and who are required to participate on on-call rosters shall be granted 2 hours of leave for each weekend day or part thereof where the on-call period is 8 or more hours, and they are required to be on-call during normal off duty hours, up to a maximum of 3 days additional leave per annum. Such leave shall be paid at annual leave averages and is accumulative. Employees who work qualifying shifts under clause 4.6.1 are not entitled to leave under this clause.

4.7 Long Service Leave

- 4.7.1** An employee shall be entitled to long service leave of one week upon completion of a five-year period of **service** as defined in clause 2.5.11. Such entitlement may be accrued. However, any **service** period for which a period of long service leave has already been taken or paid out shall not count towards this entitlement.
- 4.7.2** Long Service Leave will be paid for each week of leave on the same basis as annual leave (clause 4.2) in accordance with the Holidays Act 2003. This will be based on the employee's FTE status at the time of taking the leave wherever practicable long service leave is to be taken in periods of not less than a week.
- 4.7.3** Leave without pay in excess of three months taken on any one occasion will not be included in the 5-year qualifying period, with the exception of Parental Leave.

- 4.7.4 The employer shall pay out any long service leave to which the employee has become entitled but has not taken upon cessation of employment.
- 4.7.5 In the event of the death of an employee who was eligible for long service leave but has not taken the leave, any monies due will be paid to the deceased's estate.
- 4.7.6 For employees with grand-parented and ongoing scheduled Long Service Leave provisions, refer to Appendix 5 Part 1 Schedules clause 1.8.

4.8 Parental Leave

4.8.1 Statement of principle - The parties acknowledge the following provisions are to protect the rights of employees during pregnancy and on their return to employment following parental leave and are to be read in conjunction with the Parental Leave and Employment Protection Act 1987 (referred to as the Act in this clause), provided that where this clause is more favourable to the employee, the provisions of this clause shall prevail.

4.8.2 Entitlement and eligibility

Provided that the employee assumes or intends to assume the primary care of the child born to or adopted by them or their partner, the entitlement to parental leave is:

- 4.8.2.1 in respect of every child born to them or their partner.
- 4.8.2.2 in respect of every child up to and including five years of age adopted by them or their partner.
- 4.8.3 Where two or more children are born at the same time or adopted within a one-month period, for the purposes of these provisions, the employee's entitlement shall be the same as if only one child had been born or adopted.
- 4.8.4 **Note:** Whāngai arrangements are included in situations where the employee becomes a primary carer for one or more children.

4.8.5 Length of Parental Leave

Parental leave of up to 12 months is to be granted to employees with at least one year's **service** at the time of commencing leave.

Parental leave of up to six months is to be granted to employees with less than one year's **service** at the time of commencing leave.

Provided that the length of **service** for the purpose of this clause means the aggregate period of **service**, whether continuous or intermittent, in the employment of the employer.

The maximum period of parental leave may be taken by either the employee exclusively or it may be shared between the employee and their partner either concurrently or consecutively. This applies whether or not one or both partners are employed by the employer.

Except as provided for in clause 4.8.19, Parental Leave is unpaid.

4.8.6 In cases of adoption of children of less than five years of age, parental leave shall be granted in terms of clauses 4.8.2 and 4.8.5, providing the intention to adopt is notified to the employer immediately the following advice from Child, Youth and Family to the adoptive applicants that they are considered suitable adoptive parents. Subsequent evidence of an approved adoption placement shall be provided to the employer's satisfaction.

Note: Whāngai arrangements are included as primary care placements for the purposes of this clause.

4.8.7 Employees intending to take parental leave are required to give at least one month's notice in writing, and the application is to be accompanied by a certificate signed by a registered medical practitioner or midwife certifying the expected date of delivery. The provision may be waived in the case of adoption.

4.8.8 The commencement of leave shall be in accordance with the provisions of the Parental Leave and Employment Protection Act 1987.

4.8.9 An employee absent on parental leave is required to give at least one month's notice to the employer of their intention to return to duty. When returning to work, the employee must report to duty not later than the expiry date of such leave.

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

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

4.8.11 Job protection

Subject to clause 4.8.14, an employee returning from parental leave is entitled to resume work in the same position or a similar position to the one they occupied at the time of commencing parental leave. A similar position means a position:

4.8.11.1 at the equivalent salary, band;

4.8.11.2 at the equivalent weekly hours of duty;

4.8.11.3 in the same location or another location within reasonable commuting distance; and

4.8.11.4 involving responsibilities broadly comparable to those experienced in the previous position.

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

4.8.13 Parental leave shall be recognised towards service-based entitlements, i.e., annual leave and sick leave. However, parental leave will not contribute to Retiring Gratuities allowance calculations.

4.8.14 Ability to Hold Position Open

Where possible, the employer must hold the employee's position open or fill it temporarily until the employee return from parental leave. However, in the event that the employee's position is a "key position" (as contemplated in the Parental Leave and Employment Protection Act 1987), the employer may fill the position on a permanent basis.

Where the employer is not able to hold a position open, or to fill it temporarily until an employee returns from parental leave, or fills it permanently on the basis of it being a key position, and, at the time the employee returns to work, a similar position (as defined in 4.8.11 above) is not available, the employer may approve one of the following options:

- 4.8.14.1** an extension of parental leave for up to a further 12 months until the employee's previous position or a similar position becomes available; or
 - 4.8.14.2** an offer to the employee of a similar position in another location (if one is available) with normal transfer expenses applying; if the offer is refused, the employee continues on extended parental leave as in clause 4.8.11 above for up to 12 months; or
 - 4.8.14.3** the appointment of the employee to a different position in the same location, but if this is not acceptable to the employee, the employee shall continue on extended parental leave in terms of 4.8.14 above for up to 12 months:
 - 4.8.14.4** Provided that, if a different position is accepted and within the period of extended parental leave in terms of 4.8.14, the employee's previous position or a similar position becomes available, then the employee shall be entitled to be appointed to that position; or
 - 4.8.14.5** Where extended parental leave in terms of 4.8.14 above expires, and no similar position is available for the employee, the employee shall be declared surplus under clause 10.4 of this Agreement.
- 4.8.15** If the employee declines the offer of appointment to the same or similar position in terms of clause 4.8.11 above, parental leave shall cease.
- 4.8.16** Where, for reasons pertaining to the pregnancy, an employee, on medical advice and with the consent of the employer, elects to work reduced hours at any time prior to confinement, then the guaranteed proportion of full-time employment after parental leave shall be the same as that immediately prior to the enforced reduction in hours.
- 4.8.17** Parental leave absence filled by temporary appointee - If a position held open for an employee on parental leave is filled on a temporary basis, the employer must inform the temporary appointee that their employment will terminate on the return of the employee from parental leave.
- 4.8.18** Employees on parental leave may, from time to time and by agreement, work occasional duties during the period of parental leave, and this shall not affect the rights and obligations of either the employee or the employer under this clause.

4.8.19 Paid Parental Leave

Where an employee takes parental leave under this clause, meets the eligibility criteria in 4.8.2 (i.e. they assume or intend to assume the primary care of the child), and is in receipt of the statutory paid parental leave payment in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 the employer shall pay the employee the difference between the weekly statutory payment and the equivalent weekly value of the employee's base salary (pro rata if less than full time) for a period of fourteen (14) weeks.

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

4.8.21 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 4.8.5 applies, and both partners are employed by the employer, the paid parental leave top-up will be made to only one employee, the employee who has primary care of the child.

4.8.22 Reappointment After Absence Due To Childcare - Employees who resign to care for a dependent preschool child or children may apply to their former employer for preferential appointment to a position which is substantially the same in character and at the same or lower grading as the position previously held.

Parental leave is a distinct and separate entity from absence due to childcare.

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

Persons seeking reappointment under childcare provisions must apply to the former employer at least three months before the date on which they wish to resume duties.

This application for reappointment must be accompanied by the following:

4.8.22.1 The birth certificate of the preschool child or children; and

4.8.22.2 A statutory declaration to the effect that the absence has been due to the care of a dependent preschool child or children, that the four-year maximum has not been exceeded, and that paid employment has not been entered into for more than 15 hours per week. Where paid employment has exceeded 15 hours per week, the reappointment is at the discretion of the Chief Executive or delegate.

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

Where:

4.8.23.1 The applicant meets the criteria for eligibility; **and**

4.8.23.2 There exists at the time of notification or becomes available within the period up to two weeks before the intended date of resumption of duties a position which is substantially the same in character and at the same or lower grading as the position previously held; **and**

4.8.23.3 The applicant has the necessary skills to fill the vacancy competently; then, the applicant under these provisions shall be appointed in preference to any other applicant for the position. Absence for childcare reasons will interrupt **service** but not break it.

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

4.9 Family Violence Leave

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

4.9.2 Employees affected by family violence have rights under the Employment Relations Act 2000, Holidays Act 2003 (relating to Family Violence Leave (ss72A-72)) and the Human Rights Act 1993.

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

4.10 Leave Without Pay

Fulltime or part-time employees are able to take leave without pay, providing that such leave is mutually agreed upon between the employer and the employee and is in accordance with the employer's policy on leave without pay.

4.11 Jury Service/Witness Leave

- 4.11.1** Employees called on for jury service are required to serve. Where the need is urgent, the Employer may apply for a postponement because of particular work needs, but this may be done only in exceptional circumstances.
- 4.11.2** 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).
- 4.11.3** 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.
- 4.11.4** 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.
- 4.11.5** Where an employee is required to be a witness in a matter arising out of their employment, they shall be granted paid leave at the salary rate consistent with their normal rostered duties. The employee is to pay any fee received to the employer but may retain expenses.

5 Health, Safety and Wellbeing

This section describes our joint commitment to keeping employees safe and well in the workplace.

- 5.1.1** The employer and employees shall comply with the provisions of the Health and Safety At Work Act 2015 and subsequent amendments. The parties to this agreement agree that employees should be adequately protected from any safety and health hazard arising in the workplace. All reasonable precautions for the health and safety of employees shall be taken, including the provision of protective clothing/ equipment (as per clause 5.2 of this agreement)
- 5.1.2** It shall be the responsibility of the employer to ensure that the workplace meets the required standards, and that adequate and sufficient safety equipment is provided.
- 5.1.3** It shall be the responsibility of every employee covered by this agreement to work safely and to report any hazards, accidents or injuries as soon as practicable to the appropriate person. It is a condition of employment that safety equipment and clothing required by the employer is to be worn or used and that safe working practices must be observed at all times.
- 5.1.4** Attention is also drawn to the employer's policies and procedures on health, safety and wellbeing; this includes the Worker Participation Agreement (WPA), where this is agreed upon between the parties.
- 5.1.5** The employer recognises that to fulfil their function Health and Safety Representatives (HSRs) require adequate training, time and facilities. The Health and Safety at Work Act 2015 requires employers to allow a health and safety representative to spend as much time as is reasonably necessary to perform their functions or exercise their powers under the Act (clause 10(c), Schedule 2).
- 5.1.6** The parties to the Agreement recognise that effective Health and Safety Committees are the appropriate means for providing consultative mechanisms on Health and Safety issues in the workplace.

5.2 Protective Clothing and Equipment

- 5.2.1** Suitable protective clothing, including foot, eye, and hearing protection, shall be provided at the employer's expense where the duty involves a risk of excessive soiling or damage to uniforms or personal clothing or a risk of injury to the employee. Note that the foot protection above includes the employer's instruction that the employee wears specific shoes for infection control purposes.
- 5.2.2** Where the employer and employee agree, the employee may purchase appropriate protective clothing/footwear/ prescription eyewear, and the employer will reimburse actual and reasonable costs.

5.3 ACC and Sick Leave

5.3.1 Work-related Accidents

Where an employee is incapacitated as a result of a work accident and that employee is on earnings-related compensation, then the employer agrees to supplement the employee's compensation by 20% of the base salary during the period of incapacitation. This payment shall be taken as a charge against Sick Leave up to the extent of the employee's paid sick leave entitlement. The employer may agree to reimburse employees for treatment and other expenses or for financial disadvantage incurred as a result of a work-related accident. This agreement will be on a case-by-case basis.

5.3.2 Work-related assaults

Where an employee is incapacitated as a result of a workplace assault and that employee is on earnings-related compensation, then the employer will top up the ACC payments to 100% of the normal/**ordinary rate of pay** during the period of incapacitation. This shall not be debited against the employee's sick leave. The employer will reimburse the employee for any costs incurred that are part charges for ACC agreed treatment and other associated ACC expenses.

5.3.3 Non-Work-related Accidents

5.3.4 Where the employee requests, the employer shall supplement the employee's compensation by 20% of the base salary, and this shall be debited against the employee's sick leave up to the extent of the employee's paid sick leave entitlement.

5.3.5 Accidents – Transport of injured employees

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

5.4 Harassment Prevention

Employees should refer in the first instance to the provisions and procedures specified in the employer's Harassment Policy. The employee's attention is also drawn to clause 9 (Employment Relationship Problems). Harassment can take many forms, including sexual harassment, bullying, racial harassment, violence, and other forms of intimidating behaviour.

Guidelines for Supervisors and Guidelines for Complainants are available from the People and Culture team.

6 Training and Development

This section sets out how employees will be supported with training and development.

6.1 Development for the administration workforce

Te Whatu Ora is committed to providing a learning culture where employees are supported and encouraged to learn and have the necessary knowledge and skills to work safely and effectively.

Additionally, we want all administration employees to have the opportunity for continuing professional development and development linked to their career aspirations in Health.

Training and development opportunities may include such things as:

- undertaking **higher duties**
- mentoring
- job shadowing
- new task experiences
- Te Reo Māori language learning
- NZ Sign language learning
- secondments (internal and external)
- project work
- courses and conferences
- study assistance.

Application to specific professional development grants or funds and payment of any fees and course costs will be agreed upon by the manager and employee per the employer's policies and practices.

Refer to Appendix 5 Part 1 Schedules clause 1.9.

7 Union Rights and Representation

This section sets out the rights of employees to join and be represented by the PSA and the right of the PSA to consult and inform members in the workplace.

It covers deductions of union membership fees, union meetings, employment relations education leave, and access.

Leaders will support delegates to participate in union activities.

7.1 Union Recognition

7.1.1 To enable the delegates to carry out their role effectively, sufficient paid release should be available during working hours for:

- Attendance at consultative forums.
- Participating in delegate committees.
- Representing/supporting members with personal cases.
- Preparation for and representation on working parties and project groups.
- Collective employment agreement negotiations and issues.
- Ongoing communication with members.
- Union education/training/planning (relating to the EREL clause).
- Access to union members/new members.
- To cover PSA meetings, e.g., health sector committee, networks, Executive Board, Regional Delegates Committees, and Biennial Congress - this list is not intended to be exhaustive.

7.1.2 Prior approval for such activity shall be obtained from the manager in the area, and such approval shall not be unreasonably withheld.

7.1.3 Where recognised workplace activities are required outside of working hours, delegates shall be paid at ordinary rates or granted time in lieu on a time-for-time basis.

7.2 Deduction of PSA Subscriptions

The employer shall deduct union fees from the wages/salaries of employees when authorised in writing by members. In addition, the employer shall provide the PSA with a list of employees whom they are making deductions from on a quarterly basis on request.

7.3 Union Meetings

- 7.3.1 The employer shall allow every employee covered by this collective agreement to attend on **ordinary pay**, two meetings (each of a maximum of two hours duration) of their union in each calendar year. This is inclusive of any statutory entitlement.
- 7.3.2 The union shall give the employer at least 14 days' notice of the date and time of any meeting to which clause 7.1.1 of this clause applies.
- 7.3.3 The PSA shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any meeting, including, where appropriate, an arrangement for sufficient employees to remain available during the meeting to enable the employer's operation to continue.
- 7.3.4 Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any employee for a period greater than two hours in respect of any meeting.
- 7.3.5 Only employees who actually attend a Union meeting shall be entitled to pay in respect of that meeting, and to that end, the union shall supply the employer with a list of employees who attended and shall advise the employer of the time the meeting finished

7.4 Leave to Attend Employment Relations Education Leave

- 7.4.1 Employers shall grant paid Employment Relations Education Leave (EREL) to members of the PSA covered by the Agreement in accordance with the provisions of Part 7 of the Employment Relations Act 2000. The purpose of this leave is to improve relations among unions, employees and the employer and to promote the object of the Act.
- 7.4.2 The number of days of education leave (EREL) granted is based on the formula of 35 days for the first 281 employees (employees covered by this document who have authorised the PSA to act on their behalf) and a further five days for every 100 full-time equivalents (defined as an employee who works 30 hours or more per week) eligible employees or part of the number which exceeds 280.
- 7.4.3 The PSA shall send a copy of the programme for the course and the names of employees attending at least 28 consecutive days prior to the course commencing.
- 7.4.4 The granting of such leave shall not be unreasonably withheld, taking into account continuing service needs.

7.5 Right of Entry

The authorised officers of the PSA 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 to interview any PSA 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.

8 Terms of Employment

This section sets out the terms of employment.

8.1 Notice Period

- 8.1.1** The employee/employer may terminate the employment agreement with four weeks' written notice unless otherwise negotiated with the employer. Agreement for a shorter notice period will not be unreasonably withheld. When the agreed notice is not given, the unexpired notice may be paid or forfeited by the party failing to give the agreed notice.
- 8.1.2** This shall not prevent the employer from summarily dismissing any employee without notice for serious misconduct or other good cause in accordance with the employer's disciplinary procedures or rules of conduct

8.2 Superannuation

Unless an employee is already receiving an employer contribution to a superannuation scheme, when an employee becomes (or where an employee is already) a member of a KiwiSaver scheme (as defined in the KiwiSaver Act 2006), the employer agrees to make an employer contribution to the employee's KiwiSaver scheme in accordance with the requirements of the KiwiSaver Act 2006.

8.3 Payment of Salary

- 8.3.1** Employees will be paid fortnightly in arrears by direct credit. The employer will use its best endeavours to pay employees no later than one working day prior to the weekend.
- 8.3.2** Where employees have taken leave in advance of it becoming due and leave the employer's employment before the entitlement has accrued, the employer will deduct the amount owing in excess of entitlement from employees' final pay.
- 8.3.3** Any monies agreed as being owed by employees to the employer upon termination will be deducted from employees' final pay.

8.4 Legal Liability

8.4.1 The employer agrees to indemnify employees for legal liability for costs and expenses, including legal representation where required, in respect of claims, actions or proceedings brought against the employer or employees whilst acting in the course of employment arising in respect of any:

- Negligent act
or
- Error
or
- Omission

8.4.2 Employees will not be covered where such claim, action or proceeding:

- arises from any wilful or deliberate act
or
- relates to activities undertaken by the employee that is outside the scope of the employment agreement with the employer
or
- relates to activities undertaken by the employee that are:
 - outside the scope of practice
or
 - the employees' position

8.4.3 Provided that any such reasonable costs or expenses are first discussed with the employer before they are incurred. If the employee or the employer identifies a conflict of interest, the employer will provide and pay for independent legal representation for both parties.

8.4.4 The above arrangements shall apply to employees who are appearing at coronial inquests arising from circumstances of their employment and as part of the employer representation at the hearing.

8.5 Confidentiality

8.5.1 The parties to this agreement acknowledge the established principles of the Privacy Act 2020 relating to the collection, use and disclosure of information relating to individuals and the access of those individuals to information relating to them.

8.5.2 The employer shall not divulge or communicate any confidential information relating to an employee other than to a person lawfully authorised to receive such information.

8.5.3 An employee shall not divulge or communicate any confidential information of the employer, or of individuals in the employer's care, except to such persons or agencies lawfully entitled to receive such information.

8.6 Abandonment of Employment

An employee absent from work for three consecutive working days without notification to the employer or without the appropriate authorisation from the employer will be considered by the employer as having terminated their employment without notice unless the employee is able to show they were unable to fulfil their obligations under this section through no fault of their own. The employer will make all reasonable efforts to contact the employee during the three days period of unnotified absence.

8.7 Employee Access to Personal Information

Employees are entitled to have access to their personal file in accordance with the employer's procedures.

8.8 Travelling on Employer Business

- 8.8.1 When travelling on employer business, the employee will be reimbursed for costs on an actual and reasonable basis on the presentation of receipts, including staying privately.
- 8.8.2 Where mutually agreed, employees who use their motor vehicles on employer business shall be reimbursed in accordance with the IRD mileage rates as promulgated from time to time.
- 8.8.3 Any change to this rate shall be effective from the first pay period following the date of promulgation by the IRD.

8.9 Retirement Gratuities

For the details of retirement gratuities, refer to Appendix 5 Part 1 Schedules clause 1.12 and Part 2 Grandparented Provisions clause 2.6.

8.10 Uniforms

- 8.10.1 Where the employer requires an employee to wear a uniform, it shall be provided free of charge and remains the property of the employer. Uniforms will be replaced on a fair wear and tear basis.

8.10.2 Damage to personal clothing

An employee shall be reasonably compensated for damage to personal clothing worn on duty or reimbursed for dry cleaning charges for excessive 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 Employment Relationship Problems

This section explains what happens when there are employment relationship problems. This includes such things as personal grievances, disputes, claims of unpaid wages, allowances or holiday pay.

9.1.1 Let the Employer Know

Employees who have a problem in their employment should let the employer know so that the problem can be resolved in a timely manner. In most cases, employees will be able to approach their manager to talk the issue through and reach an agreement. The People and Culture team can help with this process. However, it is recognised that sometimes employees may not feel comfortable approaching their manager, or an agreement may not be able to be reached. If this is the case, employees may wish to contact a PSA delegate or organiser to get advice or assistance.

9.1.2 Representation

At any stage, PSA members are entitled to have appropriate PSA representation working on their behalf.

The PSA Membership, Advice, and Support Centre is online between 8:30 am and 5:00 pm, Monday to Friday.

Freephone: 0508 FOR PSA

0508 367 772

Email: enquiries@psa.org.nz

Website: www.psa.org.nz

The employer will work with the employee and the PSA to try and resolve the problem. The employer can also choose to have a representative working on its behalf.

9.1.3 Mediation Services

Employees have the right to access Mediation Services. The mediators are employed by the Employment Relations Service as one of a range of free services to help people to resolve employment relationship problems quickly and effectively. The mediators will help the parties decide on the process that is most likely to resolve problems as quickly and fairly as possible.

Employees can ask their union organiser/delegate to provide assistance in accessing this service. Alternatively, the Mediation Service can be contacted at 0800 800 863 or via www.employment.govt.nz

9.1.4 Employment Relations Authority

Employees can apply to the Employment Relations Authority (ERA) for assistance with resolving employment issues. The ERA is an investigative body that operates in an informal way, although it is more formal than the Mediation Service. The ERA looks into the facts and makes a decision based on the merits of the case, not on legal technicalities.

Again, employees can ask a union organiser to provide assistance in accessing this service.

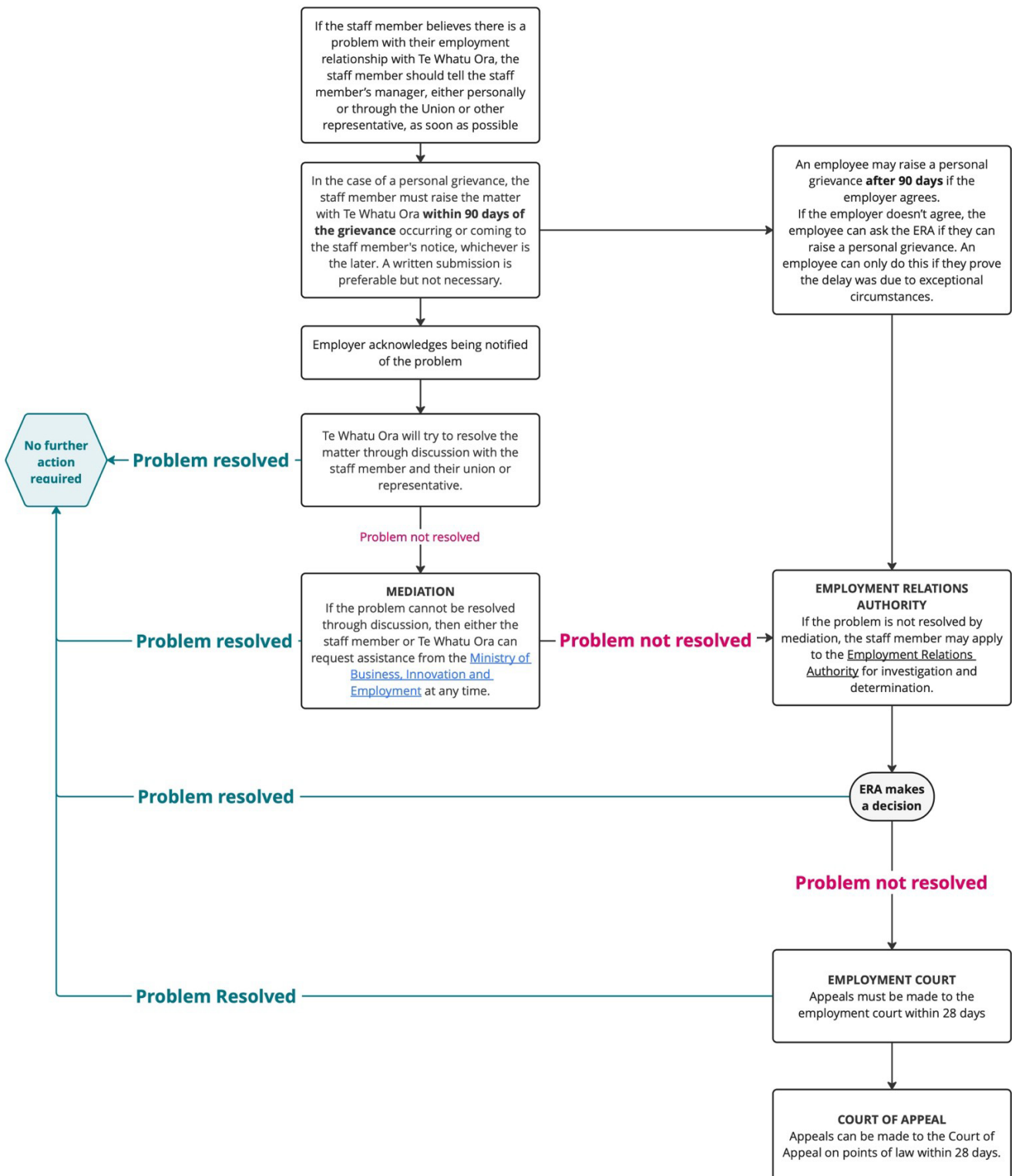
9.1.5 Personal Grievances

Employees may feel that they have grounds for raising a personal grievance with the employer (for unjustified dismissal, unjustifiable disadvantage, discrimination, duress, sexual or racial harassment). If this is the case, employees need to raise their grievances within 90 days of the action occurring or the grievance coming to their notice. If the grievance is not raised to the employer's attention within this timeframe, the employee's claim may be out of time.

If the employee's grievance is raised out of time, the employer can choose to accept the later grievance or reject it. If the employer chooses to reject it, the employee can ask the ERA to grant leave to raise the grievance out of time.

The employee's grievance needs to be raised with the employer so that the employer knows what it is about and can try to work to resolve it. The employee can verbally advise the employer or put the grievance in writing. The employee's PSA delegate or organiser can help with this process. Once the employer knows of the employee's grievance, the employer is able to respond to the expressed concerns.

9.1.6 Employment relationship issues process overview



10 Management of Change

This section sets out the process on how changes can be made to an employee's working arrangements.

Our leaders will engage early and widely when there is a need to consider making changes

10.1 Statement of Intent

It is recognised that ongoing changes are necessary to ensure the continuing quality of health services. These changes can be unsettling for staff.

The employer will consult when introducing change in order to seek solutions that consider the interests of the various groups involved. Information will be shared freely within the organisation and will be communicated in time for affected employees (and the PSA) to be involved in the consultative process.

All participants in the process have an equally valuable contribution to make to the process of managing change. A partnership in this process is highly desired.

10.2 Management of Change

The parties to this collective agreement accept that change in the health service is necessary in order to ensure the safe, equitable 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.

Regular consultation between the employer, its employees and the union is essential in matters of mutual concern and interest. Effective communication between the parties will allow for the following:

- improved decision-making.
- greater cooperation between employer and employees, and
- a more harmonious, effective, efficient, safe and productive workplace.

Therefore, the parties commit themselves to the establishment of effective and ongoing communications on all employee relations matters.

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

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.

Reasonable paid time off shall be allowed for employee delegates to attend meetings with management and consult with employees to discuss issues concerning the management of change and staff surplus.

Prior approval of such meetings shall be obtained from the employer, and such approval shall not be unreasonably withheld.

10.3 Participation

Partnership relies on the participation of PSA members in decisions that affect their working lives. To be meaningful participation requires the active involvement of the union in decision-making (not just consultation on decisions already made) and workers having real influence over their working environment.

Partnership is underpinned by the principles contained in Appendix 1.

The working relationship between the parties is based on principles that deliver constructive, timely and meaningful engagement between the parties around issues of common interest. In doing this, the parties recognise each party has their individual objectives.

Consultation involves the statement of a proposal not yet finally decided upon, listening to what others have to say, considering their responses and then deciding what will be done. Consultation clearly requires more than mere prior notification.

The requirement for consultation should not be treated perfunctorily or as a mere formality. The person(s) to be consulted must be given sufficient opportunity to express their view or to point to difficulties or problems. If changes are proposed, and such changes need to be preceded by a consultation, the changes must not be made until after the necessary consultation has taken place.

Both parties should keep open minds during the consultation and be ready to change. Sufficiently precise information must be given to enable the person(s) being consulted to state a view, together with a reasonable opportunity to do so – either orally or in writing.

Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome.

However, the final decision shall be the responsibility of the employer.

From time-to-time directives will be received from the government and other external bodies or through legislative change. On such occasions, the consultation will be related to the implementation process of these directives.

The process of consultation for the management of change shall be as follows:

- The initiative being consulted about should be presented by the employer as a “proposal” or “proposed intention or plan” which has not yet been finalised.
- Sufficient information must be provided by the employer to enable the party/parties consulted to develop an informed response.
- Sufficient time must be allowed for the consulted party/parties to assess the information and make such a response, subject to the overall time constraints within which a decision needs to be made.
- Genuine consideration must be given by the employer to the matters raised in the response.
- The final decision shall be the responsibility of the employer.

The above process shall be completed prior to the implementation of clause 10.

10.4 Surplus Staff

- 10.4.1** When, as a result of the substantial restructuring of the whole, or any parts, of the employer's operations, either due to the re-organisation, 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 band or work location (i.e. the terms of appointment to their present position), then the options in clause 10.5 below shall be invoked and decided on a case by case basis in accordance with this clause.
- 10.4.2** Notification of a staffing surplus shall be advised to the affected employees and their Union at least one month prior to the date of giving notice of severance to any affected employee. This date may be varied by agreement between the parties. During this period, the employer and employee, who can elect to involve their Union Representative, will meet to agree on the options appropriate to the circumstances. Where employees are to be relocated, at least three months' notice shall be given to employees, provided that in any situation, a lesser period of notice may be mutually agreed between the employee and the employer where the circumstances warrant it (and agreement shall not be unreasonably withheld).
- 10.4.3** The following information shall be made available to PSA representatives:
- the location/s of the proposed surplus
 - the total number of proposed surplus employees
 - the date by which the surplus needs to be discharged
 - the positions, role types, names and ages of the affected employees who are union members
 - availability of alternative positions within Te Whatu Ora and their locations.
- 10.4.4** On request, the Union representative will be supplied with relevant additional information where available.

10.5 Options

- 10.5.1** The following are the options to be applied in staff surplus situations:
- Reconfirmed in position
 - Attrition
 - Redeployment
 - Retraining
 - Severance
- 10.5.2** Option 10.5.1.1 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 clause 10.5.11 (Severance) will be applied as a package.

10.5.3 Reconfirmed in position

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

10.5.4 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.

10.5.5 Redeployment

Employees may be redeployed to an alternative position for which they are appropriately trained (or training may be provided). Any transfer provisions will be negotiated on an actual and reasonable basis.

10.5.5.1 Where the new job is at a lower salary, an equalisation allowance will be paid to preserve the salary of the employee at the rate paid in the old job at the time of redeployment. The salary can be preserved in the following ways:

- 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).

10.5.5.2 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.

10.5.5.3 The redeployment may involve employees undertaking some on-the-job training.

10.5.6 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 to retrain 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 redeployed to a position which is similar to their 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 other training programmes

10.5.1 Severance

- 10.5.1.1** Payment will be made in accordance with the following:
- 10.5.1.2** “Service” for the purposes of this subclause means total aggregated service with the employer and its predecessors but excludes any service with the employer or their predecessor which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from the employer or its predecessors. Employees who have existing severance provisions, which are more favourable than those in this clause, will retain them, and they are scheduled in Appendix 5 Part 1 Schedules clause 1.10.
- 10.5.1.3** 8.33 per cent of base salary (T1 rate only) for the preceding 12 months, in lieu of notice. This payment shall only be made where the requisite notice cannot be given. Notice that is of a lesser period than required by this document shall require the employer to pay an amount proportionate to the ungiven period of notice. This payment is regardless of the length of service; and
- 10.5.1.4** 12 per cent of base salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months' service; and
- 10.5.1.5** 4 per cent of base salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and
- 10.5.1.6** Where the period of total aggregated service is less than 20 years, 0.333 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.
- 10.5.1.7** A retiring gratuity or service payment, if applicable (the retiring gratuity provision in the regional MECA that preceded this Agreement shall apply, including, where applicable, the provisions that relate to employees with less than 10 years, eight years, and five years of service). The parties note that not all predecessors had retirement gratuity provisions in the regional MECAs that preceded this Agreement).
- 10.5.1.8** Outstanding annual leave and long service leave may be separately cashed up.
- 10.5.1.9** Where there is an offer of redeployment to reduced hours, an employee may elect to take a pro-rata compensatory payment based on the above severance calculation.
- 10.5.1.10** 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:

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

10.5.1.12 in the same capacity as that in which the employee was employed by the employer, or in any capacity, the employee is willing to accept.

10.6 Job Search

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

10.7 Employee Assistance Programme

Access to the Te Whatu Ora Employee Assistance Programme for the employee and their whānau / family will be made available as necessary.

10.8 Change of Ownership

Where an employee's employment is being terminated by the employer by reason of the sale or transfer of the whole or part of the employer's business, nothing in this agreement shall require the employer to pay compensation for redundancy to the employee if:

10.8.1 The person acquiring the business, or the part being sold or transferred -

10.8.1.1 has offered the employee employment in the business or the part being sold or transferred; **and**

10.8.1.2 has agreed to treat **service** with the employer as if it were **service** with that person and as if it were continuous; **and**

10.8.2 The conditions of employment offered to the employee by the person acquiring the business, or the part of the business being sold or transferred is the same as or are no less favourable than, the employee's conditions of employment, including:

10.8.2.1 any service-related conditions; and

10.8.2.2 any conditions relating to redundancy; and

10.8.2.3 any conditions relating to superannuation - under the employment being terminated; and

10.8.3 The offer of employment by the person acquiring the business or the part of the business being sold or transferred is an offer to employ the employee in that business or part of the business either:

10.8.3.1 in the same capacity as that in which the employee was employed by the Employer, or

10.8.3.2 in any capacity that the employee is willing to accept.

10.8.4 Where the person acquiring the business does not offer the employee employment on the basis of clauses 10.8.1 to 10.8.3 above, the employee will have full access to the staff surplus provisions.

10.8.5 Employee Protection Provisions

The parties acknowledge that Section 69M of the Employment Relations Act 2000 requires all collective agreements to contain provisions in relation to the protection of employees where their employer's business is restructured. It is agreed that these provisions exist within the current collective agreement (e.g., clause 10 (Management of Change) and clause 10.8 (Change of Ownership) or by virtue of the statutory provisions set out in Sections 19, 20 and 21 of Schedule 1B of the Employment Relations Act 2000.

11 Administration pay system

This section sets out how the national health administration workers' pay system works. It includes:

- Starting rates
- Pay scales
- Pay progression
- Pay structure rules

11.1 Pay Rates and Job Banding Structure

The National Health Administration Job Banding System (the System) is made up of the following:

- A single national pay scale with pay bands and steps within the bands
- National Role Profiles, which are linked to pay bands; and
- A specialist pay scale framework for Clinical Coders

These elements work together as part of maintaining the pay system for the administration workforce.

The National Role Profiles can be found here [\[Link to National Role Profiles\]](#)

11.2 Operational Guidance

The system support provisions that apply to the pay rate and job banding system following settlement are set out in the National Health Administration Workers Pay System Operational Guidelines. [\[Link to Operational Guidelines\]](#)

11.3 Pay System Governance Structures

The parties have established bi-partite governance structures to maintain the national pay system.

The governance arrangements are set out in Appendix 1.

11.4 Pay Scales

11.4.1.1 The table below sets out the 40-hour pay rates for each step in each pay band of the National Health Administration Workers Pay Scale. For 37.5-hour pay tables refer Appendix 5 Part 2 Grandparented Provisions clause 2.2. For information about the Clinical Coder pay scale and progression framework, see clause 11.5.10.

Year One – Effective 1 January 2023

National Administration and Clerical Pay Structure									
Band	Top Step Rate	Number of steps	(Start) Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Band 7	90,700	7	77,695	79,863	82,030	84,198	86,365	88,533	90,700
Band 6	85,600	7	75,196	76,930	78,664	80,398	82,132	83,866	85,600
Band 5	79,480	6	71,932	73,442	74,951	76,461	77,970	79,480	
Band 4	76,114	6	68,903	70,345	71,787	73,229	74,672	76,114	
Band 3	72,340	5	63,627	65,805	67,984	70,161	72,340		
Band 2	72,340	4	59,177	61,865	64,552	67,240			
Band 1	61,630	3	55,291	58,461	61,630				

Year Two – Effective 1 January 2024

National Administration and Clerical Pay Structure									
Band	Top Step Rate	Number of steps	(Start) Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Band 7	93,421	7	80,026	82,259	84,491	86,724	88,956	91,189	93,421
Band 6	88,168	7	77,452	79,238	81,024	82,810	84,596	86,382	88,168
Band 5	81,864	6	74,090	75,645	77,200	78,755	80,309	81,864	
Band 4	78,397	6	70,970	72,455	73,941	75,426	76,912	78,397	
Band 3	74,510	5	65,627	67,805	70,024	72,266	74,510		
Band 2	69,257	4	61,177	63,865	66,552	69,257			
Band 1	63,630	3	57,291	60,461	63,630				

- 11.4.1.2 Placing a worker on the correct band and step is determined by the role being mapped to a National Health Administration Role Profile and the step placement guidance in clause 11.5 being followed.
- 11.4.1.3 For the details for 37.5hrs scales, refer Appendix 5 Part 2 Grandparented Provisions clause 2.2

11.5 Pay System Rules

11.5.1 Starting rate

11.5.1.1 All staff new to a role will commence on step 1 of the relevant pay band, with the exception of the following specific circumstances.

11.5.1.2 Recognition of prior experience

Where an applicant to a role has highly relevant previous experience (more cumulative experience than the minimum listed in the profile description), a commencement step of 2 or 3 could be agreed upon by the hiring manager / professional lead in consultation with the HR on the following basis:

Relevant Cumulative Experience	Starting Step
Two or more years more than the minimum experience referenced in the profile	Step 2
4 or more years more than the minimum experience referenced in the profile	Step 3

11.5.1.3 **The same band at a different location:** An employee who moves to a role profile in the same band at another location will be appointed at their existing band and step and will retain their salary anniversary date.

11.5.1.4 **Gaps in service of less than 2 years:** If a new recruit is returning to work that is the same or similar to their previous role, they will return to the higher of their previous step placement or the step assessment based on recognition of prior experience.

11.5.2 Maintenance of Salary

11.5.2.1 No existing employee will have their pay reduced to progress into a higher band.

11.5.2.2 The employee will retain their rate and start at a step that reflects the experience gained working in the health sector environment and progress through the steps while the pay rate is maintained until the steps surpass the pay rate held.

11.5.2.3 Employees who move to another role within the same band will retain their current step and salary anniversary date.

11.5.3 **Higher Duties:** A higher duties allowance shall be paid to an employee who, at the employer's request, is substantially performing the duties and carrying the

responsibilities of a position/band higher than the employee's own. Refer to clause 12.1 (Allowances) for the allowance.

11.5.4 Progression

11.5.4.1 With the exception of Coders, progression through the pay steps will be by automatic annual service-based increments.

11.5.4.2 Employees on full-time study leave with or without pay shall continue to receive annual increments.

11.5.5 Salary Anniversary Date

11.5.5.1 The salary anniversary date is the anniversary of the date the individual commenced employment in their current band.

11.5.5.2 When an employee moves to a job in a higher pay band, their salary anniversary date becomes the date they commenced in the new role in the band.

11.5.5.3 In all other cases, including changing jobs within the same band or moving to another band as part of an organisational change process, salary anniversary dates will remain unchanged.

11.5.6 Casuals

Those employed as genuine **casual** employees should be paid according to the role that they are undertaking for each separate engagement.

11.5.7 Relief Pool/Resource Teams

Those employees who are permanent (full-time or part-time) or fixed-term employees employed in relief or resource teams and required to cover a variety of roles should be paid according to the highest level of work across the range of roles they carry out for all time worked.

11.5.8 New Roles

Existing roles have been mapped to a National Role Profile as part of the Pay Equity Settlement 2021.

11.5.8.1 When a new role in the service has been created, and there is no post holder in the post, this role needs to be mapped to a National Role Profile. New roles must be mapped prior to the recruitment process starting.

11.5.8.2 For new roles, the following practice should be followed:

- The likely job demands of a new post should be agreed upon and documented in the form of a role specification and organisation chart.
- This exercise should be carried out in partnership with the local engagement forum, which will be advised by appropriate management and union representatives from the relevant sphere of the work.

- After recruitment, the employer should allow a reasonable period of time for the job to 'bed down', and this may vary according to the nature of the job. For example, some posts may need a period of a few months, while others may be subject to seasonal variations requiring a full year to determine the full job demands.
- Once the full demands of the post are clear, the role mapping can be reviewed. The standard procedure for mapping should be followed. This includes checking that the outcome is consistent with other similar jobs.
- The application of the reassessed mapping outcome would normally be backdated to the start date of the new job.

Note: It is important to remember that the process is about a role, not a person.

11.5.9 Changes in Roles

11.5.9.1 Roles change over time as we change the way we deliver services. This is a normal part of how organisations work. This means roles may need to be remapped to a different national role profile.

11.5.9.2 Mapping should only be reviewed where there is a change in job content and does not just reflect an increased volume of work; that is, it cannot be addressed by employing more people.

11.5.9.3 Criteria - The following criteria are required to be met before an application for a mapping review can happen:

- the requirements for the role have changed to the point that the current mapped profile may no longer be the best fit; and
- at least a year has passed since the effective date of implementation of the original mapping outcome, its initial appeal, or a subsequent review; and
- clear evidence of the change can be provided in support of the application for re-evaluation

11.5.9.4 The effective date of application of the revised band will be the date of application for change.

11.5.9.5 When reviewing changed roles, the following principles are important to remember:

- **evaluate jobs, not people** - mapping is of the content of the job and not of the abilities or performance of the individual jobholder.
- **assume acceptable performance of the job** - the mapping process assumes that the job is being performed to a competent standard by a fully trained and experienced individual.
- **map jobs as they are now** - the mapping should be based on job facts as it is undertaken at the current time rather than how the job was done previously or how it may be done in the future.
- **map actual job content, not perceptions** - the focus is on actual job content rather than assumptions or perceptions of the job and does not consider the desired level of pay, perceived importance, or issues of status sought or previously assigned.

11.5.10 Coder Pay Scales and Progression

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

Year One – Effective 1 January 2023

	Levels	Base Pay	Tertiary Adjustment	Note
Level 0	Trainee / Apprentice	73,360	None	The work at this level is fully managed and only applies to unqualified coders.
Level 1	Novice	75,652	None	No tertiary adjustment applies at this level.
Level 2	Developing	78,019	None	No tertiary adjustment applies at this level.
Level 3	Competent	80,464	6.5%	Tertiary adjustment added to base.
Level 4	Proficient	82,990	8%	Tertiary adjustment added to base.
Level 5	Expert	85,600	10%	Tertiary adjustment added to base.
Level 6	Auditor	90,700	10%	Appointed role – employees cannot automatically progress to this role.

Year Two – Effective 1 January 2024

	Levels	Base Pay	Tertiary Adjustment	Note
Level 0	Trainee / Apprentice	75,561	None	The work at this level is fully managed and only applies to unqualified coders.
Level 1	Novice	77,922	None	No tertiary adjustment applies at this level.
Level 2	Developing	80,360	None	No tertiary adjustment applies at this level.
Level 3	Competent	82,878	6.5%	Tertiary adjustment added to base.
Level 4	Proficient	85,480	8%	Tertiary adjustment added to base.
Level 5	Expert	88,168	10%	Tertiary adjustment added to base.
Level 6	Auditor	93,421	10%	Appointed role – employees cannot automatically progress to this role.

11.5.10.2 Tertiary adjustment

The basis of the tertiary adjustment is to account for the amount of time a coder spends working on the more complex work (tertiary and quaternary).

11.5.10.3 Salary on Appointment for Clinical Coders

At the commencement of employment, an employee will be placed on the salary level equivalent to their qualification level as set out in the salary framework. If an employee moves to a coder role in another team, they will be appointed to the same salary level.

11.5.10.4 The Auditor level is to recognise a Clinical Coder appointed to the role of Auditor.

11.5.10.5 Progression for Clinical Coders

The Coders' salary framework operates under the principle that employees will progress to the next salary level when they meet all the requirements set out in the salary framework.

The Coders Salary Framework is set out below.

Level	Skill Level	Competencies	Measurement Targets
0	Apprentice/ Trainee	<ul style="list-style-type: none"> Participates in facilitated training programme. Consolidation of theoretical knowledge with practical skills Gaining practical classification knowledge Learning abstraction techniques Participation in quality and education programmes Develop working knowledge of Hospital's computer systems. Participation in administration support roles in the Clinical Coding Department 	<p>Essential to have:</p> <ul style="list-style-type: none"> Working towards or successful completion of HIMAA Medical Terminology Course or Challenge Exam Ability to be accepted onto the HIMAA Introduction to Clinical Coding course or the NZ ACE Course or other nationally agreed courses. <p>Preparation to move to next level:</p> <ul style="list-style-type: none"> Meets training requirements outlined in Level 1 Competencies Guideline: Work is fully managed. Principle of progression when requirements are met.
1	Novice	<ul style="list-style-type: none"> Participates in facilitated training programme. Consolidation of theoretical knowledge with practical skills Gaining practical classification knowledge Learning abstraction techniques Participation in quality and education programmes Develop working knowledge of Hospital's computer systems. Participation in administration support roles in the Clinical Coding Department 	<p>Essential to have:</p> <ul style="list-style-type: none"> Successful completion of HIMAA Introduction to Clinical Coding course or the NZ ACE Course or other nationally agreed courses. <p>Targets:</p> <ul style="list-style-type: none"> Maintain average DRG accuracy of 90% in audits. Maintain average 80% coding accuracy in coding audits. Minimum throughput of 2-3 coded events per coding hour This should be supported by audit process. Where audits not done progression will not be delayed <p>Preparation to move to next level:</p> <ul style="list-style-type: none"> Meets and maintain targets and training requirements outlined in Level 1 Competencies and demonstrates the ability to meet level 2 Competencies. Guideline: Principle of progression when requirements are met.

Level	Skill Level	Competencies	Measurement Targets
2	Developing	<ul style="list-style-type: none"> • Developing in clinical knowledge and application to coding practice • Developing Abstraction skills • Developing classification knowledge • Developing independent coding decision- making with clarification from peers • Active participation in coding quality and education activities • Active participation in meeting clinical coding targets and deadlines • Developing basic knowledge of Casemix and Diagnosis Related Group (DRGs) and how these apply to clinical coding • Contributes to Priority coding 	<p>Essential to have:</p> <ul style="list-style-type: none"> • One-year coding experience or a time where the employee meets all expectations in Level 1 <p>Targets:</p> <ul style="list-style-type: none"> • Maintain average DRG accuracy of 90% in audits • Maintain average 80% coding accuracy in coding audits • This should be supported by audit process. Where audits not done progression will not be delayed • Minimum throughput of 2 – 3 coded events per coding hour. <p>Preparation to move to next level:</p> <ul style="list-style-type: none"> • Meets and maintain targets and training requirements outlined in Level 2 Competencies and demonstrates the ability to meet level 3 Competencies. <p>Guideline:</p> <ul style="list-style-type: none"> • Principle of progression when requirements are met.
3	Competent	<ul style="list-style-type: none"> • Competent in clinical knowledge and application to coding practice • Competent in Abstraction skills • Competent in classification knowledge • Independent in coding decision- making • Active participation in coding quality and education activities • Active participation in meeting clinical coding targets and deadlines • Competent in basic knowledge of Casemix and DRGs and how these apply to clinical coding • Contributes to priority coding • Identifies and manages instances of documentation ambiguity • Supports Levels 0, 1 and 2 coders. 	<p>Essential to have:</p> <ul style="list-style-type: none"> • Two years coding experience or a time where the employee meets all agreed expectations at Level 2. <p>Targets:</p> <ul style="list-style-type: none"> • Maintain average DRG accuracy of 95% in audits • Maintain average 90% coding accuracy in coding audits • Minimum throughput of 3-4 coded events per coding hour • This should be supported by audit process. Where audits not done progression will not be delayed <p>Preparation to move to next level:</p> <ul style="list-style-type: none"> • Meet and maintain targets and training requirements outlined in Level 3 Competencies and demonstrates the ability to meet level 4 Competencies. <p>Guideline:</p> <ul style="list-style-type: none"> • Principle of progression when requirements are met. • Throughput will be dependent on complexity and managed locally

Level	Skill Level	Competencies	Measurement Targets
4	Proficient	<ul style="list-style-type: none"> • Proficient in clinical knowledge and application to coding practice • Proficient in Abstraction skills • Proficient in classification knowledge • Independent in coding decision- making • Active participation in coding quality and education activities including assisting in the delivery of presentations and training sessions • Active participation in meeting clinical coding targets and deadlines • Proficient in basic knowledge of Casemix and DRGs and how these apply to clinical coding • Contributes to priority coding • Identifies and manages instances of documentation ambiguity • Supports Levels 0, 1, 2 and 3 coders. • Accurate coding of complex cases independently. • Responsibility for resolution of difficult coding queries 	<p>Essential to have:</p> <ul style="list-style-type: none"> • Three years coding experience or a time where the employee meets agreed expectations at Level 3 <p>Targets:</p> <ul style="list-style-type: none"> • Maintain average DRG accuracy of 95% in audits • Maintain average 95% coding accuracy in coding audits • Minimum throughput of 3-4 coded events per coding hour • This should be supported by audit process. Where audits not done progression will not be delayed <p>Preparation to move to next level:</p> <ul style="list-style-type: none"> • Meets and maintain targets and training requirements outlined in Level 4 Competencies and demonstrates the ability to meet level 5 Competencies. • Successful completion of the HIMAA Advanced Coding Course Guideline: • Principle of progression when requirements are met. • Throughput will be dependent on complexity and managed locally
5	Expert	<ul style="list-style-type: none"> • Expert in clinical knowledge and application to coding practice • Expert in Abstraction skills • Expert in classification knowledge • Independent in coding decision- making • Active participation in meeting clinical coding targets and deadlines • Expert in knowledge of Casemix and DRGs and how these apply to clinical coding • Contributes to priority coding • Identifies and manages instances of documentation ambiguity • Supports Levels 0, 1, 2, 3 and 4 coders. • Accurate coding of complex cases independently. • Responsibility for resolution of difficult coding queries • Responsibility for data resolution • Delivers training to clinical coding staff 	<p>Essential to have:</p> <ul style="list-style-type: none"> • One year at level 4 • Meets all agreed expectations in training outlined in Level 4 Competencies • Successful completion of the HIMAA Advanced Coding Course <p>Targets:</p> <ul style="list-style-type: none"> • Maintain average DRG accuracy of 95% in audits • Maintain average 95% coding accuracy in coding audits • Minimum throughput of 3-4 coded events per coding hour • This should be supported by audit process. Where audits not done progression will not be delayed • Clinical coding certification (additional payment may apply) <p>Guidelines for progression (guidance to follow):</p> <ul style="list-style-type: none"> • Throughput will be dependent on complexity and managed locally • At Level 5 active participation in coding quality and education activities including the delivery of presentations and training sessions • Alternative pathways for fulltime coders are available

12 Allowances

This section sets out the allowances that an employee may be eligible for.

12.1 Higher Duties Allowance

- 12.1.1 Higher Duties Definition:** Higher duties means work carried out by an employee who, at the employer's request, is substantially performing the duties and carrying the responsibilities of a position/band higher than the employee's own.
- 12.1.2** A **higher duties allowance** shall be paid to an employee who, at the request of the employer is substantially performing the duties and carrying the responsibilities of a position or band higher than the employee's own.
- 12.1.3** Except as provided for under clause 12.1.4, the higher duties allowance payable shall be \$3.00 per hour provided a minimum of 8 consecutive hours of qualifying service is worked per day or shift.
- 12.1.4** Where an employee performs the duties of the higher position for more than five consecutive days, the allowance payable shall be the difference between the current salary of the employee acting in the higher position, and the minimum salary the employee would receive if appointed to that position where that is higher than the higher duties allowance in clause 12.1.3.

12.2 Meal Allowance

An employee who works a qualifying duty/shift of eight hours or the rostered shift, whichever is the greater, and who is required to work more than one hour beyond the end of the shift (excluding any break for a meal) shall, be paid a meal allowance of \$7.95 or as provided in Appendix 5 Part 1 Schedules clause 1.4, or, at the option of the employer, be provided with a meal.

12.3 On Call Allowance

- 12.3.1** An employee instructed to be on call during normal off-duty hours shall be paid an on-call allowance of \$4.04 per hour except on Public Holidays when the rate shall be \$6.06 per hour.
- 12.3.2** The on-call allowance is payable for all hours the employee is rostered on call, including time covering an actual call out.

12.4 Relocation Expenses

Employees may be reimbursed for relocation expenses in accordance with the employer's relocation policy.

12.5 Travelling on Employer Business

- 12.5.1** When travelling on employer business, the employee will be reimbursed for costs on an actual and reasonable basis on the presentation of receipts, including staying privately.
- 12.5.2** Where mutually agreed, employees who use their motor vehicles on employer business shall be reimbursed in accordance with the IRD mileage rates as promulgated from time to time.
- 12.5.3** Any change to this rate shall be effective from the first pay period following the date of promulgation by the IRD.

13 Scheduled and Grandparented Provisions

There are a range of scheduled provisions and grandparented provisions from previous regional Administration MECAs that remain in place. These provisions are outlined below, and details are provided in Appendix 5.

13.1 Scheduled Provisions

Definition:

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

The Terms of Settlement reached for this Collective Agreement include the agreement to schedule the following provisions to employees covered by the National Health Administration Workers Collective Agreement in specified Districts as follows:

- 1.1 The divisor for ordinary hourly rate of pay
- 1.2 Part-time No Fixed hours (Northland only)
- 1.3 Tea Allowance
- 1.4 Meal Allowance
- 1.5 Payment of Overtime in Relation to Authorised Absence from Duty
- 1.6 Weekend and Public Holiday Rates
- 1.7 Shift Leave
- 1.8 Long Service Leave
- 1.9 Unspecified Sick Leave
- 1.10 Training and Professional Development
- 1.11 Severance
- 1.12 Retiring Gratuities

13.2 Grandparented provisions

13.2.1 Definition

Grand-parented provisions are entitlements that remain in place for employees that were covered by the applicable collective agreement at the time the provisions were grand-parented. Grandparented provisions do not apply to new employees from the date of grandparenting of the provision. There are two types of grandparenting recognised in this Collective Agreement as set out in clauses 13.2.2 and 13.2.3 below.

13.2.2 Historical Grandparented Provisions

Employees who were covered by a previous collective agreement, where provisions were grandparented, may still be covered by such historic grandparented provisions. These provisions are set out in Appendix 5 and remain grandparented to those employees who are entitled to them as per the terms of these previous agreements.

13.2.3 Provisions Grandparented at the time of the National Health Administration Workers Collective Agreement

The Terms of Settlement reached for this Collective Agreement include the following grandparented provisions. These provisions will not apply to new employees appointed from the date of ratification.

The Grandparented section of Appendix 5 contains:

- 2.1 Eye Tests
- 2.2 Shift Leave
- 2.3 37.5 Hour Week
- 2.4 Shoe and Stocking Allowance
- 2.5 Northern Regional Alliance (NRA)
- 2.6 Retiring Gratuities

14 Bargaining Fees

14.1 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).

14.1.1 For the purposes of this clause:

This clause takes effect from the date defined in (b) below and remains in place until 31 December 2024

- 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 \$21,488	\$5.00
\$21,488 - \$49,192	\$10.10
\$49,193 - \$60,208	\$15.70
\$60,209 - \$82,102	\$20.90
\$82,103 - \$109,469	\$23.90
Over \$109,469	\$26.40

- 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
- whose work is covered by the coverage clause of this Agreement and
 - whose terms and conditions of employment comprise or include the terms and conditions of employment specified in this Agreement and
 - who is not a member of the union and
 - who is not a member of another union and
 - 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.

- 14.1.2** 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.
- 14.1.3** Nothing in this clause applies to new employees, that is, those who are employed after this Agreement has come into force.

Signatories to this Agreement

Signed for and on behalf of
Te Whatu Ora – Health New Zealand



Margie Apa
Te Whatu Ora, Chief Executive

Signed for and on behalf of
Te Pukenga Here Tikanga Mahi - New Zealand Public Service Association



Kerry Davies
PSA National Secretary

Dated this Day 11 of August 2023

15 Appendices

- Appendix 1 – Governance Arrangements
- Appendix 2 – Local Engagement Forum
- Appendix 3 – Agreement for Bipartite Relationship Framework
- Appendix 4 – Healthy Workplace Agreements
- Appendix 5 – Scheduled and Grandparented Provisions

Appendix 1: Governance of the Pay System

Terms of Reference: National Te Whatu Ora /PSA Administration Engagement Forum

Purpose

- The purpose of the National PSA / Te Whatu Ora Admin Engagement Forum is:
- To support engagement between the parties on national issues of significance for the administration workforce
- To maintain and update the national pay system Operational Guidelines. [\[Link to Operational Guidelines\]](#)
- To monitor and maintain consistency in the application of the national job banding structure including the development of new National Role Profiles, assessment of new profiles and review of roles unable to be resolved locally or regionally.
- To have oversight of the transition to any new gender-neutral job evaluation system
- To engage in any relevant research opportunities

Structure

The Forum comprises six PSA and six Te Whatu Ora nominees. Each party will determine its own representation, ensuring national and regional representation.

- The forum will have a link to relevant structures in Te Whatu Ora.
- The Forum will select one member as chair, with the Deputy Chair from the other party. The chair shall rotate on an annual basis.
- Terms of reference will be reviewed on an annual basis.

Note: Requires secretariat and includes the holding of shared data

Guiding Principles

- In their dealings with each other, the parties are committed to:
- Shared responsibility.
- Being solution focused.
- Sharing information and having frank and open discussions.
- Being open to the ideas of others and appreciating the different points of view; and
- Being constructive, courteous and professional.

Meetings

- The Forum will meet as and when agreed but generally three to four times per annum.

- A quorum will comprise not less than 8 members: 4 from each party.

Agendas

- Members of the Forum shall advise the Chair of items to be included on the agenda not less than four weeks before the meeting.
- The agenda for each meeting will be finalised by the chair and the deputy-chair in time to be provided, with any associated papers or supporting documentation, to members two weeks prior to the actual meeting.
- The Chair will invite any subject-matter experts considered necessary to inform the
- Forum's discussion on any specific agenda item.
- Decision Making
 - Every endeavour shall be made to achieve consensus in decision making.
 - The Forum, having fully considered matters put to it, may make recommendations to the appropriate Te Whatu Ora decision-making body.

Minutes

- Minutes of the Forum will be prepared in note form confirming agreements and actions and will not be a verbatim record of proceedings.
- Minutes shall have no status until confirmed by members of the Forum.
- Confirmed minutes will be made available to all stakeholders.

Terms of Reference: Regional Te Whatu Ora /PSA Administration Engagement Forum

Purpose

The purpose of the Regional Administrative Engagement Forum is:

- To monitor and maintain consistency in application of the national job banding structure at the regional level.
- To support any nationally led transition to a new gender-neutral job evaluation system
- To support harmonious workplace relations at the regional and local level through engagement and cooperation between the parties
- To provide a forum for engagement on wider administration issues as agreed

Structure

The composition of the forum is to be balanced and agreed regionally. A typical composition may include Te Whatu Ora and PSA representatives from each of the Districts in the region comprising:

- PSA organisers plus delegates/members
- Te Whatu Ora District Pay Equity Leads / Professional Leads and HR/ER Advisors.

The regional engagement forum will select one member as chair, with the deputy chair from the other party. The chair shall rotate on an annual basis. Terms of Reference will be reviewed annually.

Application of Role Profiles

To ensure consistent application of the national job banding structure the regional engagement forum will:

- review new roles and review new roles that may have been mapped incorrectly (refer to section 2, New Roles)
- receive regular reports of all new administrative appointments and review for mapping consistency. Resolve issues related to individuals or services.
- refer any roles that cannot be mapped to the Health Administration Workers National Role Profiles to the National PSA/Te Whatu Ora Administrative Engagement Forum for consideration and/or development of a new profile
- process applications for role review where the role has evolved
- to provide regular reports to the National PSA / Te Whatu Ora Administrative Engagement Forum.

Issue Resolution Pathway

The parties commit to the following pathway principles for engagement/resolution of workforce issues:

- resolution of issues should take place at a regional level in the first instance
- for issues that may have local District / national applicability, the parties will develop a process for these discussions to occur

- having followed the process, unresolved issues may be escalated to the National Te Whatu Ora/PSA Administrative Engagement Forum.

Guiding Principles

In their dealings with each other, the parties are committed to:

- shared responsibility
- solution focused
- sharing information and having frank and open discussions
- being open to the ideas of others and appreciating the different points of view; and
- being constructive, courteous and professional.

Meetings

- The regional engagement forum will meet as and when agreed but a minimum of four times per annum
- A quorum will comprise not less than 4 members, 2 from each party.

Agenda

- Members of the regional engagement forum shall advise the Chair of items to be included on the agenda not less than two weeks before the meeting.
- The agenda for each meeting will be finalised by the chair and the deputy chair in time to be provided, with any associated papers or supporting documentation, to members one week before the actual meeting.
- The Chair will invite any subject-matter experts considered necessary to inform the Forum's discussion on any specific agenda item.

Confidentiality

- Meeting participants may become privy to confidential information relating to other areas, teams, or individuals in Te Whatu Ora.
- Any information shared at this meeting that either party deems confidential is not to be discussed outside of this forum (except by agreement).
- The parties will agree at each meeting if any agenda items are to be deemed confidential.

Minutes

- Minutes of the Group will be prepared in note form confirming agreements and actions and will not be a verbatim record of proceedings.
- all documentation to support a review of an existing role mapping or mapping a new role must be retained. (e file) agree duration of storage
- minutes shall have no status until confirmed by members of the Group.
- confirmed minutes will be made available to all stakeholders.

Appendix 2: Local Engagement Forum (LEF)

Purpose

The purpose of the local LEF is to support engagement and cooperation between the parties and to give administration employees a voice within the local service delivery unit. The LEF is an opportunity to engage in dialogue on items of mutual interest and to consider new issues and sustainable solutions as they arise.

Structure

The local management team will be represented by the appropriate level of delegated authority and knowledge of the administration workforce.

The PSA representatives shall be a PSA Organiser and PSA Delegates.

Business will be conducted in accordance with the terms of reference agreed by the LEF.

Principles

The principles to which the LEF will operate are:

- Shared responsibility
- Solution focused
- Sharing information and having honest discussions
- Being respectful of other people's views and professional in approach.

Frequency

At least three meetings will be held within each calendar year.

Agenda

Each LEF will determine its own agenda. It was agreed at bargaining that the following would be included as well as any local work programme:

- Workload Issues
- Access to education and training
- Consultations that impact administration roles
- Health, Safety and Wellbeing

Appendix 3: Agreement for a Bipartite Relationship Framework

Purpose

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

- Support national and local bipartite structures
- Achieve healthy workplaces
- Constructively engage in change management processes
- Provide for dispute and problem resolution

The BRF seeks to:

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

The principles of the relationship framework:

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

The parties agree that they will:

- To the extent they are capable, provide appropriate health care to the communities they serve in an efficient and effective manner.
- To the extent they are capable, ensure the availability and retention of an appropriate trained and educated workforce both now, and in the future.
- Promote the provision of a safe, healthy and supportive work environment where the recommendations of the "Safe Staffing and Healthy Workplaces Committee of Inquiry" are evident.
- Recognise the environmental and fiscal pressures which impinge upon the parties and work practices and accept the need to constantly review and improve on

productivity, cost effectiveness and the sustainable delivery of high quality health services.

- Commit to making decisions that will be reached through genuine consultation processes
- Be good employers and employees.
- To the extent they are capable, ensure workforce planning, rosters and resources meet patient and healthcare service requirements, whilst providing appropriate training opportunities and a reasonable work/life balance.
- Recognise the interdependence and value of all the contributions of the health workforce, their collegiality and the need for a team approach to the delivery of health care.
- Accept that all parties have responsibilities, obligations and accountability for their actions.
- Accept that the need to deploy resources appropriately may lead to a review of traditional job functions, the reallocation or substitution of tasks.
- Work towards enhanced job satisfaction for all employees.

Supporting national and local bipartite structures

Bipartite Action Group (BAG)

These structures substitute any existing comparable bi-partite structures. National Bipartite Action Group (*National BAG*)

This relationship framework, and the undertaking of activities required by it, shall be overseen by a committee of representatives of the parties, known as the Bipartite Action Group (BAG). The parties will decide their respective membership with members representing NZNO, SFWU, PSA members and Te Whatu Ora. All parties will have representatives at the National BAG meetings with sufficient status to enter into agreement on matters raised. BAGs will be chaired on a rotational basis by Te Whatu Ora and the union parties. Both Te Whatu Ora and union parties will have the same number of votes with union parties deciding how their voting rights will be determined.

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

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

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

Secretarial services shall be provided by Te Whatu Ora.

Local BAGs

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

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

Healthy workplaces

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

Change Management

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

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

- Nationally,
- Regionally,
- Impacting on one or more unions,
- Where changes are likely to result to the structure of employment relationships in the sector.

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

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

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

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

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

Where this clause has been used, it will be considered to meet the requirements for consultation as detailed in this agreement.

Disputes and problem resolution

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

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

Any matter that cannot be resolved will be referred by the BAG to a mutually agreed third party who will help facilitate an agreement between the parties. Failing identification of a mutually acceptable third party, the matter shall be referred to the Mediation Service of the Ministry of Business, Innovation, and Employment (MBIE) (or its successors) to appoint someone.

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

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

Appendix 4: Healthy Workplaces Agreement

The parties to the Te Whatu Ora (previously DHBs) / CTU Health Unions National Terms of Settlement agree that all employees should have healthy workplaces.

Achieving healthy workplaces requires:

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

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

- The parties agree to work together to establish a national framework for a whole of system approach to care capacity management which;
 - provides efficient, effective, user friendly processes and structures
 - provides centralized, multi stakeholder governance
 - is used consistently and effectively at all levels to manage and monitor care capacity
 - includes a core data set by which the health of the system is monitored and is used to inform forecasting, demand planning, and budgeting
 - includes consistent, credible, required responses to variance in care capacity
 - recognises the need for local solutions consistent with the principles of healthy workplaces

Each party will undertake to promote and model behaviour that demonstrates productive engagement and builds a workplace culture that enables everyone to feel their contribution is valued and respected. Opinions of those performing the work will be sought when new innovations, improvements and changes are required, in a manner consistent with consultation and change management processes referred to in section 10 (Management of Change).

Quality of care and quality of the work environment are agreed priorities that underpin productivity and will be incorporated in all workplace processes and actively sponsored at all levels of the organization

Developing and maintaining policies and practices that actively encourage all employees to be confident in leading and making decisions within their levels of expertise and experience.

Access for all employees to appropriate professional development and learning opportunities, including appropriate national qualifications, to give them greater opportunities to extend their roles and responsibilities within the public health system.

Facilitating appropriate release time to attend relevant professional development and learning opportunities;

A wider team approach to planning and evaluating service capacity and service delivery will ensure the right people with the right skills are providing the right care (role) at the right time in the right place. This will support staff in taking responsibility and accountability for their own services' performance and using the tools and policies in place to effect improvement.

Nationally consistent consultation and change management processes to facilitate both input into decision-making on issues affecting the workplace and active engagement in the development and /or problem-solving of initiatives to address the issues.

Escalation Processes

Escalation will focus on the development of locally based variance response management processes.

The parties endorse the development of locally based variance response management processes.

The parties commit to developing these methodologies/tools throughout the term of this agreement.

Escalation Pathway for workload issues.

The parties acknowledge their mutual interest in ensuring services across all settings are appropriately resourced so they can safely and effectively deliver care, or support the delivery of care, for patients, their families/whānau and communities. Resourcing includes the numbers, skill mix and deployment of staffing. Service-level Standard Operating Procedures (SOPs) for dealing with variance between staffing levels and demand will be developed with and understood by team members.

Appendix 5: Scheduled and Grandparented Provisions

The following are contained within this Appendix, which can be found [[National-Administration-Collective-Agreement-Appendix](#)]

Part 1: Scheduled Provisions

- 1.1 The divisor for ordinary hourly rate of pay
- 1.2 Part-time No Fixed hours (Northland only)
- 1.3 Tea Allowance
- 1.4 Meal Allowance
- 1.5 Payment of Overtime in Relation to Authorised Absence from Duty
- 1.6 Weekend and Public Holiday Rates
- 1.7 Shift Leave
- 1.8 Long Service Leave
- 1.9 Unspecified Sick Leave
- 1.10 Training and Professional Development
- 1.11 Severance
- 1.12 Retiring Gratuities

Part 2: Grandparented Provisions

- 2.1 Eye Tests
- 2.2 Shift Leave
- 2.3 37.5 Hour Week
- 2.4 Shoe and Stocking Allowance
- 2.5 Northern Regional Alliance (NRA)
- 2.6 Retiring Gratuities