

Health New Zealand | Te Whatu Ora

NELSON MARLBOROUGH DISTRICT
Nelson, Wairau & Rural Hospitals



COLLECTIVE EMPLOYMENT AGREEMENT

For

HOSPITAL SERVICES EMPLOYEES

1 April 2024 – 31 Mar 2026

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HEALTH NEW ZEALAND COLLECTIVE EMPLOYMENT AGREEMENT

Hospital Services Employees

1. INTENT OF THE PARTIES

- 1.1 The parties agree that this agreement shall be administered in accordance with the true intent of its terms and provisions and will give each other fullest co-operation to maintain harmonious industrial relations. It shall be the duty of the parties covered by the agreement to comply with and abide by all the provisions of this agreement.

2. PARTIES

- 2.1 The parties to this collective employment agreement are the Amalgamated Workers Union New Zealand Inc. (AWUNZ) and the Nelson Marlborough district of Health New Zealand (Health NZ) | Te Whatu Ora.

3. COVERAGE

- 3.1 Hospital Services Employees (inclusive of the roles of Orderlies, Driver Orderlies, Kitchen Assistants, Household employees, Supervisors, Cooks, Security, Service Assistant, Hotel Services Coordinator, Patient Support & Security Worker) who are employed by Health NZ | Te Whatu Ora and are members of the Amalgamated Workers Union New Zealand Inc.

4. DEFINITIONS

- 4.1 **Employer** - means Health NZ | Te Whatu Ora.
- 4.2 **Employee** - means a person who is employed by Health NZ | Te Whatu Ora and who is covered by this agreement.
- 4.3 **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.
- **Full-time employee** - means an employee who works not less than the "ordinary" or "normal" hours as set out in the hours of Work Clause of this agreement (cl 9).
 - **Part-time employee** - means an employee, other than a casual or temporary employee, who works on a regular basis for less than the "ordinary" or "normal" hours as set out in Clause 9 of this agreement. The parties agree that part-time employees shall not be used to displace permanent employees (cl 9).
- 4.4 **Temporary employee** - means an employee who works, either on a full or part-time basis, for a set period of time as agreed between the employer and employee. The parties agree that temporary employment agreements should only be used to cover specific situations of a temporary nature, e.g. to fill a position where the incumbent is on study leave or parental leave, or where there is a task of a finite duration to be performed.
- 4.5 **Fixed-term employee** - defined by Section 66 of the Employment Relations Act 2000 as 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.
- 4.6 **Casual employee** - means an employee who is called to work on an "as and when required" basis, with no expectation of ongoing employment and who shall work for no more than five consecutive duties in one week with a minimum of three hours per day. The parties agree that casual employees shall not be used to displace permanent employees. Casual employees have no entitlement to annual leave. Each period of employment of a casual employee is treated as a discrete and separate engagement, with no ongoing entitlement to employment.
- 4.7 Ordinary or normal hours mean 40 hours per week (see clause 9.1).
- 4.8 Ordinary pay: Has the meaning given to it by the Holidays Act 2003.

- 4.9 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.
- 4.10 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.
- 4.11 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.
- 4.12 District: in the context of Health NZ I Te Whatu Ora 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).
- 4.13 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, Hospital Boards and District Health 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.
- 4.14 **Week** (in the case of day workers) - shall mean the seven days computed from midnight to midnight covered by the pay period.
- 4.15 **Week** (in the case of night workers) - shall mean the seven nights computed from noon to noon covered by the pay period.
- 4.16 **Agreement** - means the Health New Zealand I Te Whatu Ora Collective Employment Agreement for Hospital Services Employees employed in the Nelson Marlborough district.
- 4.17 **Terms of Engagement** - Except as otherwise specially provided in this agreement, the employment shall be a weekly one, whether the employee shall or shall not be called upon to work full-time, and no employee shall be engaged at less than the weekly wages provided for the particular classes of employees in this agreement.
- 4.18 **"Night Duty"** means any duty in which part of the duty is worked between midnight and 5:00am on any day of the week.
- 4.19 **"Service"** means the current continuous service with the employer (previously known as Hospital and Health Services, Crown Health Enterprises, Regional Health Authorities, Health Funding Authority, Area Health Boards, Hospital Boards and District Health Boards), except where otherwise defined in the applicable clause.

5. REMUNERATION

5.1 The following hourly rates of pay shall apply to the respective positions below:

Orderlies, Attendants, Cleaners, Laundry, Kitchen Hands

Grade		1 April 2023	1 April 2024	7 April 2025
4	NZQA Level 3 Qualification	\$27.68	\$29.60	\$30.56
3	NZQA Level 2 qualification	\$26.44	\$28.36	\$29.32
2	12 Months no qualification	\$25.08	\$27.00	\$27.96
1	Commencement No qualification	\$23.25	\$25.17	\$26.13

Designated Security Officer/Security Orderlies

Grade		1 April 2023	1 April 2024	7 April 2025
4	NZQA Level 3 Qualification	\$28.18	\$30.10	\$31.06
3	NZQA Level 2 Qualification	\$26.94	\$28.86	\$29.82
2	12 Months no qualification	\$25.58	\$27.50	\$28.46
1	Commencement No qualification	\$23.50	\$25.42	\$26.38

Cook/Menu Processors/Collators

Grade		1 April 2023	1 April 2024	7 April 2025
4	NZQA Level 3 Qualification	\$29.68	\$31.60	\$32.56
3	NZQA Level 2 Qualification	\$28.44	\$30.36	\$31.32
2	12 Months no qualification	\$27.08	\$29.00	\$29.96
1	Commencement No qualification	\$25.00	\$26.92	\$27.88

Supervisors

Grade		1 April 2023	1 April 2024	7 April 2025
4	NZQA Level 3 Qualification	\$32.18	\$34.10	\$35.12
3	NZQA Level 2 Qualification	\$30.94	\$32.86	\$33.85
2	12 Months no qualification	\$29.58	\$31.50	\$32.46
1	Commencement No qualification	\$27.50	\$29.42	\$30.38

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

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

5.3 **Coordinator-Hotel Services**

The rate will be by agreement between AWUNZ and Health New Zealand | Te Whatu Ora.

6. **OVERTIME**

- 6.1 Overtime is time worked in excess of eight hours per day or the rostered duty whichever is greater, or 80 hours per two-week period, when such work has been authorised in advance.
- 6.2 In respect of overtime worked on any day (other than a Public Holiday), from midnight Sunday/Monday to midday on the following Saturday at one and one half times the normal hourly rate of pay (T1 1/2) for the first three hours and at double the normal hourly rate of pay (T2) thereafter.
- 6.3 In respect of overtime worked from midday Saturday to midnight Sunday/Monday or on a Public Holiday at double the normal hourly rate of pay (T2).
- 6.4 Where an employee is called out to work between the hours of 8 pm and 7 am they shall be paid at double the normal hourly rate of pay (T2).

Note: Overtime worked is calculated on a daily basis.

- 6.5 Except in emergencies, no employee shall be required to work for more than 12 consecutive hours where their normal shift is of 8 or 10 hours' duration.

7. **PENAL RATES**

- 7.1 The following penal rates in addition to the ordinary rate shall apply to hours worked

- (i) Night shift rate - 25%
The night rate applies to ordinary hours of work (other than overtime) that fall between 8.00pm and 6.00am from midnight Sunday/Monday to midnight Friday/Saturday
- (ii) Weekend rate- 50%
The weekend rate applies to ordinary hours of work worked after midnight Friday/Saturday until midnight Sunday/Monday.
- (iii) Public holiday rate -100%

- 7.2 Overtime and penal rates shall not be paid in respect to the same hours the higher rate will apply.

8. **ALLOWANCES**

- 8.1 **Tracer Allowance** - Where an employee carries a tracer and is required to answer tracer calls during their meals and refreshment breaks, they shall be paid a daily allowance of \$2.20 per day.

- 8.2 **Meal Allowance** - Where an employee is required to work overtime for more than one hour after completing the usual shift or usual day's work and such overtime extends over the employee's usual meal time the employer shall either provide a meal or pay the employee a meal allowance of \$11.51.

- 8.2.1 **Meal Shift Allowance** - A rostered employee working afternoon or evening shifts shall be entitled to a meal from the hospital cafeteria or an allowance of \$10.00.

8.3 **On Call/Call Backs**

8.3.1 **On Call**

- (a) Where an employee is instructed to be on call during normal off duty hours, they shall receive an on-call allowance of \$4.12 per hour for week days and weekends and \$6.18 per

hour for Public Holidays.

- (b) The on-call allowance is payable for all hours the employee is rostered on call including time covering an actual call out.
- (c) An employee who is required to be on call and report on duty within 20 minutes shall have access to an appropriate locator or a cell phone.

8.3.2 Call Back

- a) 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.
- b) An employee in receipt of the on-call allowance shall be paid for a minimum of three hours, or for the actual working and travelling time, whichever is the greater, at the appropriate overtime rate, when the employee is called in to work.
- c) An employee shall be paid for a minimum of three hours, or for actual working and travelling time, whichever is the greater, at the appropriate rate, when the employee:
 - is called back to work after
 - completing the day's work, and
 - having left the place of employment,
 - or
 - is called back before the normal time of starting work, and does not continue working until such normal starting time, except that:
 - call backs commencing and finishing within the minimum period covered by an earlier call back shall not be paid for.
 - where a call back commences before and continues beyond the end of a minimum period for a previous call back, payment shall be made as if the employee had worked continuously from the beginning of the previous call back to the end of the later call back.
- d) A break of at least nine continuous hours shall be provided wherever possible between any two periods of duty unless the affected employee requests otherwise.

8.4 Transport Assistance for Call Back Duty

Where an employee who does not reside in company 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:

- a) provide the employee with transport from the employee's place of residence to the institution where the employee is employed and to the place of residence from the institution; or
- b) reimburse the employee the actual and reasonable travelling expenses incurred in travelling from the employee's place of residence to the institution or from the institution to the employee's place of residence, or both travelling to and from the institution.

- 8.5 **Post- Mortem/Body Removal** - Attendants/Orderlies required to assist actively with a post-mortem examination shall be paid an additional \$10.46 per post-mortem. The payment prescribed in this paragraph shall also be made to attendants required to handle a body that is in a mutilated or partly decomposed state while assisting with police cases. Any attendant who objects to handling dead bodies may elect not to do so provided that the employer may direct the attendant to remove a dead body where no other attendant is readily available to carry out the duty.

Body Removal Allowance - Attendants who are required to collect, transport, and place bodies in a mortuary or associated area such as a viewing room shall be paid an allowance of \$10.46 per removal. Any attendant who objects to removing dead bodies may elect not to do so provided that the employer

may direct the attendant to remove a dead body where no other attendant is readily available to carry out the duty.

- 8.6 **Qualification payments** - Where those provisions existed in Collective Agreements that were in place prior to 30 June 2007 at individual DHB all employees shall continue to be entitled to the allowance; those employer specific provisions are attached as appendix 1.
- 8.7 **Broken Shifts** - Where an employee works broken shifts, the shifts must be completed within 12 hours, computed from starting to finishing time, including meal hours. Non- resident workers employed on broken shifts shall be paid \$15.69 per week in excess of the ordinary weekly wages provided in this agreement, or \$3.13 per day for relieving, casual or part- time workers.
- 8.8 **Obnoxious Work Allowance** - Employees required by the Employer to clean up infectious, offensive or unusually dirty materials shall be paid an additional allowance of \$3.13 each occasion.
- 8.9 **Telephone Reimbursing Allowance** - Where an employee is instructed by the employer to be regularly "on-call" and is required to have a telephone in his/her private residence for "on-call" purposes, half of the cost of the annual private rental shall be reimbursed: Provided that for the purpose of this clause "regularly" shall mean a total period in excess of ten weeks of "on-call" duty in any one year.

Where the number of employees sharing an "on-call" roster is in excess of five, the total amount of telephone rental which would be reimbursed under this clause to only five employees shall be divided proportionately amongst the employees sharing the roster, provided that in no instance shall the amount of rental reimbursed to an employee in any 12-month period exceed half the cost of annual private rental.
- 8.10 **Overnight Incidentals Allowance** - Employees when required in connection with their employment to be absent from their home town shall be provided with suitable accommodation and meals, or in cases where accommodation is not required, shall be provided with the necessary meals or meals shall be paid for by the employer. In addition, an incidentals allowance of \$9.57 per night shall be paid.
- 8.11 **Higher Duties Allowance** - Employees performing supervisory duties shall be paid an additional allowance of \$2.55 per hour whilst performing those duties. This allowance is inclusive of the tracer allowance.
- 8.12 **Additional Allowance** - The employer reserves the discretionary right to pay any additional allowance, in exceptional circumstances.
- 8.13 All daily or weekly allowances throughout this agreement shall be paid pro rata for part-time or casual employees.
- 8.14 **Breakfast Cook (Alexandra Hospital & Murchison Hospital)** - A hospital Service employee will be paid a cooking allowance of \$2.61 per hour whilst on cooking duties.
- 8.15 **Use of Private Motor vehicle** - Employees who are instructed to use their motor vehicles on employer business shall be reimbursed in accordance with the IRD mileage rates as promulgated from time to time. Any change to this rate shall be effective from the first pay period following the date of promulgation by the IRD.
- 8.16 **Restraint Allowance** - Employees who partake in a restraint of any individual within the confines of Health New Zealand I Te Whatu Ora operations shall be paid a restraint allowance of \$5.19 per occasion (in addition to any other allowance paid).
- 8.17 **ITO Certificate Allowance** - Employees who hold an ITO Certificate will be paid an ITO Certificate Allowance of \$5.10 per week.

9. HOURS OF WORK

- 9.1 The ordinary working hours shall be 40 per week and where practicable shall be worked on not more than five consecutive days each week over seven days and shall not, unless agreed otherwise, exceed eight hours in any one duty. The ordinary hours of work of existing employees shall not be changed without agreement.
- 9.2 Except in an emergency, no employee shall work more than seven consecutive duties at any one time.
- 9.3 Every employee shall have two periods of at least 24 hours off duty each week. These off-duty periods

may fall separately no more than once every four weeks at the request of the employee or to facilitate rostering. Any full-time employee who is required by the employer to work on one or both of his/her rostered day(s) off shall be paid overtime rates in accordance with clause 6.2 whilst so employed.

Before any change is made to the rostered days off of an employee the employer shall so far as practicable consider the wishes of the employee. The employer shall give seven days' notice in writing to each employee of any change in the respective days fixed for their rostered day(s) off, otherwise the notice shall be deemed not to have been given.

- 9.4 Wherever possible, employees changing on consecutive days from one duty to another in the duty roster shall be rostered a minimum off duty break of nine consecutive hours, unless requested otherwise, except that this need not be in addition to any off-duty period of 24 hours or more as referred to in clause 9.3 above. In emergency situations the minimum off duty break of nine consecutive hours shall not operate.
- 9.5 Notwithstanding the foregoing conditions employees may be permitted to change duties one with another by mutual arrangement and with the prior approval of the employer provided such change does not involve the payment of additional overtime or other penalties. This approval will not be unreasonably withheld. In most circumstances the change must be with an employee of equivalent skills.
- 9.6 Where the employer requires employees to attend training courses or seminars the time so occupied shall be deemed to form part of their hours of work.
- 9.7 Rosters, including length of duties, must be set and available to employees to see at least one week prior to when they apply. Rosters once posted shall not be changed without prior consultation and mutual agreement of the employee(s) concerned.
- 9.8 Five minutes shall be allowed to all employees prior to ceasing work for the day for the purpose of washing their hands.
- 9.9 Employees employed on night shifts shall work a straight shift of eight hours from starting to finishing time, inclusive of one half-hour interval for a meal.
- 9.10 Employees shall be advised in writing of their hours of work, including any stipulated minimum hours, on appointment. Any changes to hours of work shall be by mutual agreement between the employer and the employee.
- 9.11 No casual employee shall be employed if a part time employee is readily available, capable and willing to perform the duties required.

10. PAYMENT OF WAGES

- 10.1 Wages shall be paid, in full, at fortnightly intervals by direct credit to a bank account nominated by the employee. Each employee shall be supplied with written details showing how their wages are made up.
- 10.2 There shall be no unnecessary delay in the payment of wages due. Where the normal pay-day is Thursday, and a special holiday falls on the Friday of pay week, wages shall be paid not later than Wednesday of that week and where Christmas Day falls on a Thursday of pay week, wages shall be paid not later than Tuesday of that week.
- 10.3 Unless otherwise agreed no deductions shall be made from the weekly wages except for time lost through default of an employee.
- 10.4 At the termination of the employment all wages and other payments due under this agreement shall be paid without delay.
- 10.5 The provisions of the Wages Protection Act 1983 and its amendments shall apply.
- 10.6 The provisions of the Employment Relations Act 2000 and subsequent amendments with regard to wages and time records shall apply.

11. GENERAL CONDITIONS

- 11.1 Accommodation and Amenities
- 11.2 The employer shall provide a suitable and adequate dining room, toilet accommodation with hand washing facilities, and an adequate supply of soap, hot water and towels for all employees.
- 11.3 A suitable cloakroom shall be provided. Suitable lockers shall be provided for the use of employees.
- 11.4 All accommodation for employees shall be kept in a clean and sanitary condition by the employer, and employees shall co-operate in this respect.
- 11.5 Access to showering facilities shall be provided for employees.

12. MEAL PERIODS AND REST BREAKS

- 12.1 Except when required for urgent or emergency work and except as provided in clause below, no employee shall be required to work for more than five hours continuously without being allowed a meal break of not less than half an hour.
- 12.2 An employee unable to be relieved from work for a meal break shall be allowed to have a meal on duty and this period shall be regarded as working time.
- 12.3 A paid rest break of 10 minutes shall be allowed within each four-hour period of time worked for employees working in excess of three hours per day.
- 12.4 Tea, coffee, milk and sugar shall be supplied free of charge by the employer during rest and meal breaks. Where it is impractical to supply tea, coffee, milk and sugar an allowance of \$1.57 per week shall be paid.

13. UNIFORMS AND PROTECTIVE CLOTHING

- 13.1 Uniforms shall be supplied free of charge and shall be worn by the employee. Suitable protective clothing and equipment shall also be provided at the employer's expense where the duty involves a risk of excessive soiling or damage to uniforms or personal clothing or expose the employee's person to injury or excessive discomfort through biological, chemical or physical hazards.
- 13.2 All items of uniform or protective clothing supplied by the employer shall remain the property of the employer and shall be laundered or dry-cleaned at the employer's expense, as and when required. Each case is to be determined on its merits by the employer.
- 13.3 The employer shall require employees to wear safe footwear appropriate to the position and such footwear shall be maintained by the employee.
- 13.4 **Damage to personal clothing** - an employee may, at the employer's discretion, be compensated for damage to personal clothing worn on duty, or reimbursed dry-cleaning charges for 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 available. Each case shall be determined on its merits by the employer.
- 13.5 Suitable wet weather clothing and safety footwear shall be provided where the employer and the employee agree that the nature of the work requires it.

14. PUBLIC HOLIDAYS

- 14.1 The following days shall be observed s public holidays:
 - New Year's Day
 - 2 January
 - Waitangi Day
 - Good Friday
 - Easter Monday
 - ANZAC Day
 - Sovereign's Birthday

Labour Day
 Christmas Day
 Boxing Day
 Anniversary Day (as observed in the locality concerned)
 Matariki

- 14.2 The following shall apply to the observance of Waitangi Day, Anzac Day, Christmas Day, Boxing Day, New Year's Day or 2 January, where such a day falls on either a Saturday or a Sunday
- a) Where an employee is required to work that Saturday or Sunday the holiday shall, for that employee, be observed on that Saturday or Sunday and transfer of the observance will not occur. For the purposes of this clause an employee is deemed to have been required to work if they were rostered on duty, or on-call and actually called in to work. They are not deemed to have been required to work if they were on-call but not called back to work.
 - b) If an employee is rostered on duty (i.e. does not apply to on-call work) on that Saturday or Sunday but does not work, they will be paid for the day as per the provisions of the Holidays' Act, and transfer of the observance will not occur.
- NOTE: When the public holiday for the employee is observed on the Saturday or Sunday, the weekday is treated as a normal working day for that employee, subject only to the possible payment of weekend rates in accordance with clause 14.5 below.
- c) Where an employee is not required to work that Saturday or Sunday, observance of the holiday shall be transferred to the following Monday and/or Tuesday in accordance with the provisions of Sections 45 (1) (b) and (d) of the Holidays Act 2003. For the purposes of this clause an employee is deemed NOT to have been required to work if they were NOT rostered on duty, or on-call, or were on-call but not called back to work.
- 14.3 In order to maintain essential services, the employer may require an employee to work on a public holiday when the public holiday falls on a day which, but for it being a public holiday, would otherwise be a working day for the employee.
- 14.4 When employees work on a public holiday which would otherwise be a working day for the employee, they will be paid the rate of time one (T1) in addition to the ordinary rate of pay for each hour worked and they shall be granted an alternative holiday. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.
- 14.5 Should Christmas Day, Boxing Day, New Year's Day or 2 January fall on a Saturday or Sunday, and an employee is required to work (including being on call and called out) on both the public holiday and the week day to which the observance would otherwise be transferred, the employee will be paid in accordance with clause 14.4 for time worked on the public holiday and then at weekend rates for the time worked on the corresponding weekday. Only one alternative holiday will be granted in respect of each public holiday.
- 14.6 Should Waitangi Day or Anzac Day fall on a Saturday or Sunday, and an employee is required to work (including being on call and called out) on both the public holiday and the week day to which the observance would otherwise be transferred, the employee will be paid in accordance with clause 14.4 for time worked on the public holiday and then at ordinary rates for the time worked on the Monday. Only one alternative holiday will be granted in respect of each public holiday.
- 14.7 An employee who is on call on a public holiday but is not called in to work, shall be granted an alternative holiday, except where the public holiday falls on a Saturday or Sunday and its observance is transferred to a Monday or Tuesday which the employee is required to work, in which case an alternative holiday shall be granted in respect to the transferred day only and taken and paid as specified in the Holidays Act 2003.
- 14.8 Those employees who work a night shift which straddles a public holiday, shall be paid at public holiday rates for those hours which occur on the public holiday and the applicable rates for the remainder of the shift. One alternative holiday shall apply in respect of each public holiday or part thereof worked.

14.9 Off duty day upon which the employee does not work:

a) Full-time employees -

Where an employee who normally works five days a week whose days off fall on a Public Holiday, he/she shall be credited with an alternative holiday.

b) Part-time employees -

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

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

14.10 Public holidays falling during leave:

a) Leave on pay

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

b) Leave without pay

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

c) Leave on reduced pay

An employee, during a period on reduced pay, shall be paid as per the provisions of the Holidays' Act for public holidays falling during the period of such leave.

15. ANNUAL LEAVE

15.1 Annual holidays shall be allowed as provided in the Holidays Act 2003 and subsequent amendments.

15.2 The employer shall grant leave of absence on full pay to employees in respect of each leave year as follows:

15.3 For employees

With under five years service 20 working days

With five or more years service 25 working days

15.4 The employer may decide, after consultation with the employee, how the annual leave will be taken, but at least one period of two weeks or more must be allowed. Employees may request leave at times suitable to them and this may be granted by the employer.

15.5 Payment in lieu of annual holiday entitlements is not permitted. 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.

15.6 The employer may permit all or part of the annual leave (including any credits for public holidays) accruing in respect of a leave year to be postponed to the next following year but the annual leave entitlement at any one time shall not exceed the total of annual leave accruing in respect of two leave years (including any credits for public holidays).

15.7 For the purpose of this clause, the service of an employee shall be deemed to comprise the aggregate of all periods of employment, whether continuous or intermittent, with Crown Health Enterprises (their predecessors and successors), provided that the existing qualifying service of employees employed by the employer prior to 12 February 1993 is not affected by the coming into effect of this clause.

15.8 Employees shall have access to a leave schedule for leave planning purposes.

15.9 The above leave entitlements will be granted on a pro-rata basis to part-time employees.

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15.10 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 21 of this Agreement

15.11 **The provisions of this clause are inclusive of the Annual leave provisions of the Holidays Act 2003 and subsequent amendments.**

16. EXTRA LEAVE FOR SHIFT EMPLOYEES

16.1 In addition to the provisions in clause 15.3 employees will be entitled to an additional five days annual leave, provided that they are rostered to work over seven days and rotating through two shifts or they work outside of the hours 6 am to 6 pm. Part-time employees who meet these conditions will be entitled to this additional leave on a pro-rata basis in relation to the total hours worked per annum.

17. SICK LEAVE

17.1 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 on an hourly basis.

17.2 In accordance with the Holidays Act 2003 (as amended) on appointment to Health New Zealand I Te Whatu Ora, employees shall be entitled to ten (10) working days leave for sick or domestic purposes during the first twelve months of employment, and an additional ten (10) working days for each subsequent twelve-month period.

The employee shall be paid for minimum statutory sick leave entitlements as prescribed in the Holidays Act 2003. Additional contractual or discretionary sick leave that is taken or approved shall be paid at the normal rates of pay (T1 rate only).

A medical certificate may be required to support the employee's claim.

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

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.

17.3 In the event an employee has no entitlement left, they are entitled to apply for up to ten (10) days discretionary leave per annum. The employer recognises that discretionary sick and domestic leave is to ensure the provision of reasonable support to staff having to be absent from work where their entitlement is exhausted. The first five (5) days of discretionary leave shall be approved on the same basis as leave under clause 17.1.

17.4 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 and/or extenuating circumstances

17.5 The parties agree that extenuating circumstances will include instances where an employee has exhausted their sick leave entitlement as a result of top-ups to earnings related compensation as a result of injury sustained in an assault by a patient in accordance with Clauses 18.1 or 18.2.

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

Leave granted under this provision may be debited as an advance on the next years' entitlement up to a maximum of 5 days.

- 17.7 At the employer's discretion an employee may be granted further anticipated sick or domestic leave. 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.

- 17.8 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:

17.8.1 place the employee on suitable alternative duties; or

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

- 17.9 The employee can accumulate their entitlement up to a maximum of 260 days. Any unused portion of the first ten (10) days entitlement, up to a maximum of fifteen (15) days, can be carried over from year to year and will be paid at relevant daily pay, in accordance with the Holidays Act 2003.

- 17.10 **Sickness during paid leave:** 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 the relinquishment of office) provided that:

17.10.1 the period of sick leave is more than three days and a medical certificate is produced.

17.10.2 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 17.10 and 17.10.1 above apply.

17.10.3 Annual leave or long service leave may not be split to allow periods of illness of three days or less to be taken.

- 17.11 During periods of leave without pay, sick leave entitlements will not continue to accrue.

- 17.12 Where an employee has a consistent pattern of short-term Sick Leave, or where those absences are more than 10 working days/shifts or more in a year, then the employee's situation may be reviewed in line with Health New Zealand's policy and Sick Leave practices. The focus of the review will be to assist the employee in establishing practical arrangements to recover from sickness or injury.

18. ACC & SICK LEAVE

- 18.1 Where an employee is incapacitated as a result of a work accident (except where the accident is a work-place assault – see clause 18.3 below), and that employee is on earnings related compensation, then the employer agrees to supplement the employee's compensation by 20% of base salary during the period of incapacitation. This leave shall be taken as a charge against untaken Sick Leave entitlement (including any entitlement transferred from previous employment with another DHB), to the extent entitlement exists. 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.

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

- 18.3 For non-work-related accidents, where the employee requests, the employer shall supplement the employee's compensation by 20% of base salary and this shall be debited against the employee's untaken Sick Leave entitlement (including any entitlement transferred from previous employment with another

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DHB), to the extent entitlement exists.

19. ACCIDENTS

19.1 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"

20. BEREAVEMENT/TANGIHANGA LEAVE

20.1 The employer may approve special bereavement leave on pay for an employee to discharge any obligation and/or to pay respects to a deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent). Bereavement shall include miscarriage or still-birth as per s69(2)(c-d) of the Holidays Act 2003.

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

20.3 Criteria to be taken into account -

20.3.1 The closeness of the association between the employee and the deceased (NB This association need not be a blood relationship).

20.3.2 Whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death.

20.3.3 The amount of time needed to discharge properly any responsibilities or obligations.

20.3.4 Reasonable travelling time should be allowed, but for cases involving overseas travel, that may not be the full period of travel.

20.3.5 A decision must be made as quickly as possible so that the employee is given the maximum time possible to make any arrangements necessary. In most cases the necessary approval will be given immediately, but may be given retrospectively where necessary.

20.3.6 If paid special leave is not appropriate then annual leave or leave without pay should be granted, but as a last resort.

20.4 If a bereavement occurs while an employee is absent on annual leave, sick leave on pay, or other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of 20.1 above. This provision will not apply if the employee is on leave without pay.

20.5 In the granting of time off and deciding on the length of time allowed, the employer will administer these provisions in a sensitive manner.

20.6 The provisions of this clause are inclusive of the Bereavement leave provisions of the Holidays Act 2003 and subsequent amendments.

21. PARENTAL LEAVE

21.1 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.

21.2 Entitlement and eligibility - provided that the employee assumes or intends to assume the primary care of the child born to or adopted by them or their partner, the entitlement to parental leave is:

- (i) In respect of every child born to them or their partner.
 - (ii) In respect of every child up to and including five years of age, adopted by them or their partner.
 - (iii) Where two or more children are born or adopted at the same time, for the purposes of these provisions the employee's entitlement shall be the same as if only one child had been born or adopted.
- 21.3 Length of Parental Leave
- (i) Parental leave of up to 12 months is to be granted to employees with at least one-year's service at the time of commencing leave.
 - (ii) Parental leave of up to six months is to be granted to employees with less than one year's service at the time of commencing leave. Provided that the length of service for the purpose of this clause means the aggregate period of service, whether continuous or intermittent, in the employment of the employer.
 - (iii) The maximum period of parental leave may be taken by either the employee exclusively or it may be shared between the employee and their partner either concurrently or consecutively. This applies whether or not one or both partners are employed by the employer.
- 21.4 In cases of adoption of children of less than five years of age, parental leave shall be granted in terms of 21.2 and 21.3 above, providing the intention to adopt is notified to the employer immediately following advice from the appropriate services to the adoptive applicants that they are considered suitable adoptive parents. Subsequent evidence of an approved adoption placement shall be provided to the employer's satisfaction.
- 21.5 Employees intending to take parental leave are required to give at least one month's notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner or midwife certifying the expected date of delivery. The provision may be waived in the case of adoption.
- 21.6 The commencement of leave shall be in accordance with the provisions of the Parental Leave and Employment Protection Act 1987.
- 21.7 An employee absent on parental leave is required to give at least one month's notice to the employer of their intention to return to duty. When returning to work the employee must report to duty not later than the expiry date of such leave.
- Note: It is important that employees are advised when they commence parental leave that, if they fail to notify the employer of their intention to return to work or resign, they shall be considered to have abandoned their employment.
- 21.8 Parental leave is not to be granted as sick leave on pay.
- 21.9 Job Protection
- 21.9.1 Subject to 21.10 below, an employee returning from parental leave is entitled to resume work in the same position or a similar position to the one they occupied at the time of commencing parental leave. A similar position means a position:
- (i) at the equivalent salary, grading;
 - (ii) at the equivalent weekly hours of duty;
 - (iii) in the same location or other location within reasonable commuting distance; and
 - (iv) involving responsibilities broadly comparable to those experienced in the previous position.
- 21.9.2 Where applicable, employees shall continue to be awarded increments when their incremental date falls during absence on parental leave.
- 21.9.3 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.

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

21.10.1 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 21.9.1 above) is not available, the employer may approve one of the following options:

- (i) an extension of parental leave for up to a further 12 months until the employee's previous position or a similar position becomes available; or
- (ii) an offer to the employee of a similar position in another location (if one is available) with normal transfer expenses applying; if the offer is refused, the employee continues on extended parental leave as in 21.10.1.(i) above for up to 12 months; or
- (iii) the appointment of the employee to a different position in the same location, but if this is not acceptable to the employee the employee shall continue on extended parental leave in terms of 21.10.1.(i) above for up to 12 months: provided that, if a different position is accepted and within the period of extended parental leave in terms of 21.10.1, the employee's previous position or a similar position becomes available, then the employee shall be entitled to be appointed to that position; or
- (iv) where extended parental leave in terms of 21.10.1.(ii) above expires, and no similar position is available for the employee, the employee shall be declared surplus under clause 30.2 of this agreement.

21.11 If the employee declines, the offer of appointment to the same or similar position in terms of sub clause 21.9.1 above, parental leave shall cease.

21.12 Where, for reasons pertaining to the pregnancy, an employee on medical advice and with the consent of the employer, elects to work reduced hours at any time prior to confinement, then the guaranteed proportion of full-time employment after parental leave shall be the same as that immediately prior to such enforced reduction in hours.

21.13 Parental leave absence filled by temporary appointee: If a position held open for an employee on parental leave is filled on a temporary basis, the employer must inform the temporary appointee that their employment will terminate on the return of the employee from parental leave.

21.14 Employees on parental leave may from time to time and by agreement, work occasional duties during the period of parental leave and this shall not affect the rights and obligations of either the employee or the employer under this clause.

21.15 Paid Parental Leave - Where an employee takes parental leave under this clause, meets the eligibility criteria in 21.2 (i.e. they assume or intend to assume the primary care of the child), and is in receipt of the statutory paid parental leave payment in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 the employer shall pay the employee the difference between the weekly statutory payment and the equivalent weekly value of the employee's base salary (pro rata if less than full-time) for a period of up to 14 weeks.

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

The payment shall be made only in respect of the period for which the employee is on parental leave and in receipt of the statutory payment if this is less than 14 weeks.

Where 21.3(ii) applies and both partners are employed by the employer, the paid parental leave top up will be made to only one employee, being the employee who has primary care of the child.

22. FAMILY VIOLENCE LEAVE

- 22.1 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.
- 22.2 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.
- 22.3 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."

23. LEAVE WITHOUT PAY

- 23.1 Full-time 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.

Reappointment After Absence Due to Childcare

- 23.2 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.
- 23.3 Parental leave is a distinct and separate entity from absence due to childcare.
- 23.4 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.
- 23.5 Persons seeking reappointment under childcare provisions must apply to their 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:
 - The birth certificate of the preschool child or children; and
 - 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.
- 23.6 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:

- The applicant meets the criteria for eligibility; and
- 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
- 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.
- 23.7 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.

24. JURY SERVICE LEAVE

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

24.3 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 the expenses.

24.4 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.

25. WITNESS LEAVE

25.1 Where an employee is required to be a witness in a matter arising out of his/her employment, he/she shall be granted leave on ordinary pay rate (T1 rate only). The employee is to pay any fee received to the employer but may retain expenses.

26. LONG SERVICE LEAVE

26.1 Employees shall qualify for long service leave as a once only period of paid leave after the following service:

After 10 years and before 15 years service	2 weeks,	or
After 15 years and before 20 years service	3 weeks,	or
After 20 years and before 25 years service	4 weeks,	or
After 25 years and before 30 years service	5 weeks	

26.2 The above entitlements are not cumulative and an employee can take one entitlement only during their employment with the employer.

26.3 Notwithstanding clause 26.1 above, existing employees (i.e. those employed as at 1 July 1998) will become entitled to the above options on their next qualifying date (i.e. 15 years service etc.) except that this limitation will not apply to employees who have already qualified for, but not taken, four weeks long service leave.

26.4 Except as provided in clause 26.7 below or when made redundant, long service leave not taken prior to termination of employment with the employer will be forfeited.

26.5 Service can be broken by up to three months without affecting this entitlement.

26.6 Service is defined as continuous service with the employer (and/or its predecessors) except that employees who transfer to this agreement from other agreements within the Nelson Marlborough District shall have their existing service which previously qualified for long service leave entitlement recognised.

26.7 In the event of the death of the employee subsequent to qualifying for long service leave a cash payment equivalent to the entitlement in clause 26.1 will be paid to the next of kin or legal representative if the long service leave has not been taken after entitlement.

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

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

26.10 For planning purposes, employees are requested to give 12 months' notice of their intention to take their long service leave, but in unforeseen circumstances a lesser period of notice may be given and approval to take this leave will not be unreasonably withheld by the employer.

27. RECOGNITION OF PRIOR SERVICE

27.1 Employees individually listed in Appendix B who were previously employed by Spotless that transferred to Nelson Marlborough District Health Board in 2018 shall have their previous service recognised as continuous service with the employer Health New Zealand I Te Whatu Ora.

28. CONSULTATION

28.1 The parties accept that change in the Health Service is necessary in order to ensure the efficient and effective delivery of health services. Furthermore, the parties recognise that they have a mutual interest in ensuring that health services are provided efficiently and effectively and that all employees have an

important contribution to make in this regard.

- 28.2 The employer acknowledges that consultation between the parties is needed on matters of mutual concern and interest. In this regard the employer will provide forums for information sharing and joint problem solving between managers and staff members so that recommendations can be made to the employer. Accordingly paid time off will be allowed for staff representatives subject to the prior approval of the employer.
- 28.3 The parties agree to engage and participate in a Bipartite Relationship Framework (BRF) as described in Appendix C.

29. MANAGEMENT OF STAFF SURPLUS

29.1 Identification of Staff Surplus

When, as a result of the substantial restructuring of the whole, or any parts, of the employer's operations, either due to the 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 29.3 below shall be invoked and decided on a case- by-case basis in accordance with this clause.

29.2 Notification

29.2.1 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).

29.2.2 On request, the following information shall be made available to AWUNZ 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."

29.3 Options

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

- reconfirmed in the position
- attrition
- redeployment
- leave without pay
- enhanced early retirement
- retraining
- redundancy

29.3.1 Reconfirmed in position

Reconfirmation will preclude employees from access to the other options. The aim will be to minimise the use of redundancy/severance. When severance is included, the provisions in clause 31.2 (Severance) will be applied as a package.

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.

29.3.2 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.

29.3.3 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.

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:

1. 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).
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.
3. The redeployment may involve employees undertaking some on-the-job training.
4. 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.

29.4 The provisions of this clause are inclusive of the provisions of the Employment Relations Act 2000 and subsequent amendments

30. TERMINATION OF EMPLOYMENT

30.1 Resignation or Termination

30.1.1 Except in the case of casuals, in the absence of special written agreement between the employer and the employee two weeks' notice of resignation or termination shall be given by the employee or the employer, except in the case of dismissal due to misconduct.

30.1.2 Where the required notice is not given, the party improperly terminating the service shall pay or forfeit, as the case may be, a sum equivalent to the wages for the unexpired period of notice.

31.1.3 All wages and holiday pay due shall be paid on the termination of employment.

30.2 Redundancy/Severance

30.2.1 In the event that the employer, for the reasons outlined in Clause 28, has to terminate the employee's agreement of employment or employment in any other capacity within the company, then the employer shall give one months' notice to the employee. During this time the employer and employee shall meet to discuss the compensation payable, which shall be no

more than:

- 30.2.2 8.33 per cent of the basic wage (T1 rate only) for the preceding 12 months in lieu of notice. This payment will not be made if one month's notice has been given. This payment is regardless of length of service; and
- 30.2.3 12 per cent of basic wage (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months' service; and
- 30.2.4 4 per cent of the basic wage (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
- 30.2.5 Where the period of total aggregated service is less than 20 years, 0.333 per cent of basic wage (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.
- 30.2.6 Service - for the purpose of the above clause means service with Crown Health Enterprises (their predecessors and successors) providing that the existing qualifying service of employees employed by the employer prior to 12 February 1993 is not affected by the coming into effect of this clause.
- 30.2.7 The total amount paid to employees under the above provision shall not exceed the basic wage (T1 rate only) the employee would have received between their cessation and the date of their compulsory retirement.
- 30.2.8 Where the employee's employment is being terminated by the employer by reason of the sale or transfer of the whole or part of the employer's business, nothing in this agreement shall require the employer to pay compensation for redundancy to the employee if:
 - The person acquiring the business or the part being sold or transferred -
 - has offered the employee employment in the business or the part being sold or transferred, and
 - has agreed to treat service with the employer as if it were service with that person and as if it were continuous, and
- 30.2.9 The conditions of employment offered to the employee by the person acquiring the business or the part of the business being sold or transferred are the same as, or are no less favourable than, the employee's conditions of employment, including:
 - any service related conditions; and
 - any conditions relating to redundancy; and
 - any conditions relating to superannuation.
 - under the employment being terminated; and
- 30.2.10 The offer of employment by the person acquiring the business or part of the business being sold or transferred is an offer to employ the employee in that business or part of the business either;
 - in the same capacity as that in which the employee was employed by the employer, or
 - in any capacity that the employee is willing to accept.
- 30.2.11 A retiring gratuity or service payment, if applicable. The parties note that not all predecessors had retirement gratuity provisions that preceded this Agreement.
- 30.2.12 Outstanding annual leave and long service leave may be separately cashed up.
- 30.2.13 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.

30.3 Dismissal

Notwithstanding the terms of this agreement the employer may terminate this agreement at any time immediately by notification in writing if the employee shall be guilty of serious misconduct, as defined in the employer's Disciplinary Policy and following invoking of the employer's Disciplinary Policy and

Procedures.

30.4 Certificate of Service

Each employee on leaving or being discharged from their employment shall be given on request, as soon as practicable thereafter, a certificate of service in writing stating the position held and the length of service.

31. RETIRING GRATUITIES

31.1 Provisions

31.1.1 For employees who are party to this collective employment agreement and employed by the employer prior to 1 February 1993, the employer may pay a retiring gratuity to those employees retiring from the company, who have had no less than ten years' service with qualifying organisations (i.e. the existing qualifying service of employees employed by the employer prior to 1 February 1993 is recognised).

31.1.2 The provisions of clause 31 will not apply to employees employed after 1 February 1993.

31.1.3 For the purposes of establishing eligibility for a gratuity, total company service may be aggregated, whether this be part-time or full time, or a combination of both at different periods. Part-time service is not to be converted to its full time equivalent for the purposes of establishing eligibility.

31.1.4 Where part-time service is involved the gratuity should be calculated to reflect this. The number of hours per week employed during the years of service is calculated as a percentage of the number of hours represented by a full week and this percentage is applied to the rate of pay established for gratuity purposes.

31.1.5 Gratuities may be paid to the spouse or if no surviving spouse, the dependent child(ren) or the estate of an employee who died before retirement or who died after retirement but before receiving a gratuity. Spouse is defined as a person with whom a marriage agreement has been made or who is in a de facto relationship.

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

31.1.7 The calculation of a gratuity entitlement shall be in accordance with the scale detailed in clause 27.2 below, provided that the amount of any gratuity previously received in respect of service taken into account in the calculation shall be deducted.

31.1.8 For the purposes of calculating the amount of gratuity which the employer may pay the rate of pay on retirement shall be the basic rates of salary or wages. The entitlement is calculated in consecutive days' pay.

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

31.2 Scale of Maximum Gratuities

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

Not less than 23 years and less than 24 years	83 consecutive days pay
Not less than 24 years and less than 25 years	87 consecutive days pay
Not less than 25 years and less than 26 years	92 consecutive days pay
Not less than 26 years and less than 27 years	98 consecutive days pay
Not less than 27 years and less than 28 years	104 consecutive days pay
Not less than 28 years and less than 29 years	110 consecutive days pay
Not less than 29 years and less than 30 years	116 consecutive days pay
Not less than 30 years and less than 31 years	123 consecutive days pay
Not less than 31 years and less than 32 years	129 consecutive days pay
Not less than 32 years and less than 33 years	135 consecutive days pay
Not less than 33 years and less than 34 years	141 consecutive days pay
Not less than 34 years and less than 35 years	147 consecutive days pay
Not less than 35 years and less than 36 years	153 consecutive days pay
Not less than 36 years and less than 37 years	159 consecutive days pay
Not less than 37 years and less than 38 years	165 consecutive days pay
Not less than 38 years and less than 39 years	171 consecutive days pay
Not less than 39 years and less than 40 years	177 consecutive days pay
Not less than 40 years	183 consecutive days pay

32. DISCIPLINARY CODE

- 32.1 The employer's discipline and dismissal procedures are set out in the Health New Zealand I Te Whatu Ora Disciplinary Policy and Procedures, a copy of which shall be made available to all employees. All disciplinary and dismissal matters will be dealt with fairly, promptly, consistently and in conformity with the prescribed procedures including Personal Grievance Procedures if applicable.

33. HUMAN RESOURCES POLICIES

- 33.1 Attention is drawn to the employer's personnel policies and procedures available on the employer's intranet, copies of which shall be available for reading on request.
- 33.2 All appointments shall be carried out in accordance with the procedures contained within the employer's personnel policies.

34. RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEM PROCESS

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.

34.1 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 AWUNZ delegate or organiser to get advice or assistance.

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

34.2 Representation

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

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

Contact:

Phone: 0800 864 664

Email: info@awunz.nz

34.3 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"

34.4 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.

34.5 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. For sexual harassment claims this timeframe is extended to 12 months.

If the grievance is not raised to the employer's attention within the appropriate 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.

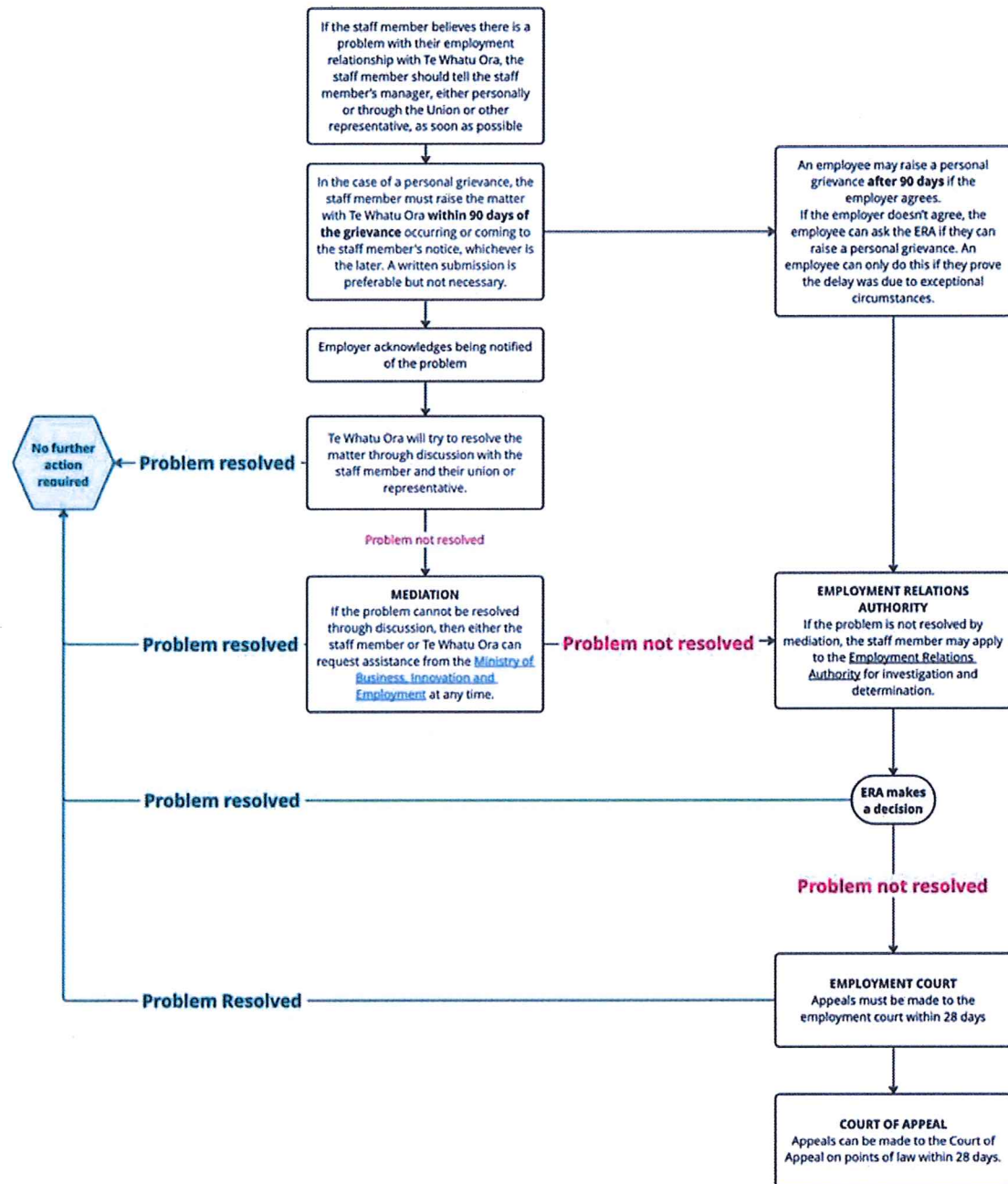
The employee's grievance needs to be raised with the employer so that the employer knows what it is about and can try to work to resolve it. The employee can verbally advise the employer or put the grievance in writing. The employee's AWUNZ delegate or organiser can help with this process. Once the employer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

An Employment Relations Issues Process Overview is provided below.

35 PERSONAL GRIEVANCES AND DISPUTES

35.1 The procedures set out in Part 9 of the Employment Relations Act will apply.

Employment Relations Issues Process Overview



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36. CHANGE OF OWNERSHIP

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

- 36.1.1 The person acquiring the business, or the part being sold or transferred -
 - 36.1.1.1 has offered the employee employment in the business or the part being sold or transferred; and
 - 36.1.1.2 has agreed to treat service with the employer as if it were service with that person and as if it were continuous; and
- 36.1.2 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:
 - 36.1.2.1 any service-related conditions; and
 - 36.1.2.2 any conditions relating to redundancy; and
 - 36.1.2.3 any conditions relating to superannuation - under the employment being terminated; and
- 36.1.3 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:
 - 36.1.3.1 in the same capacity as that in which the employee was employed by the Employer, or
 - 36.1.3.2 in any capacity that the employee is willing to accept.
- 36.1.4 Where the person acquiring the business does not offer the employee employment on the basis of clauses 36.1.1 to 36.1.3 above, the employee will have full access to the staff surplus provisions.

36.2 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 29 (Management of Staff Surplus), 37 (Change of Ownership) and clause 41 (Management of Change)] or by virtue of the statutory provisions set out in Sections 19, 20 and 21 of Schedule 1B of the Employment Relations Act 2000.

37. SEXUAL HARASSMENT

- 37.1 The employer has a policy of equal employment opportunity, which requires a high standard of conduct in the workplace.
- 37.2 Sexual harassment is a form of sex discrimination which contravenes this policy and is unacceptable. It will not be condoned and where it occurs the offending party will be subject to disciplinary action.

38. UNION RIGHTS & REPRESENTATION**38.1 Union Recognition**

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

38.2 Deduction of AWUNZ 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 AWUNZ with a list of employees whom they are making deductions from on a quarterly basis on request."

38.3 Union Meetings

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.
2. The union shall give the employer at least 14 days' notice of the date and time of any meeting to which this clause applies.
3. The AWUNZ 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.
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.
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

38.4 Leave to Attend Employment Relations Education

1. Employers shall grant paid Employment Relations Education Leave (EREL) to members of the AWUNZ 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.
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 AWUNZ 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.
3. The AWUNZ 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.
4. The granting of such leave shall not be unreasonably withheld, taking into account continuing service needs.

38.5 Right of Entry

1. The authorised officers of the AWUNZ 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 AWUNZ 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.

39 HEALTH AND SAFETY

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

- 39.1 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 39.2 of this agreement)
- 39.2 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.
- 39.3 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.
- 39.4 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.
- 39.5 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).
- 39.6 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.
- 39.7 The attention of the parties is drawn to the employer's Policy on Occupational Health and Safety. This policy states a commitment to providing a healthy and safe workplace for the company's staff. Occupational health and safety is both an individual and shared responsibility of all employees of the company.
- 39.8 The attention of the parties is also drawn to the employer's Policy on Occupational Rehabilitation. In this policy the employer promotes the assistance of staff to an early, safe return to meaningful and productive work following illness and injury, and undertakes to provide a supportive climate in which those with chronic health conditions may maintain their work performance.
- 39.9 The employer acknowledges the importance of health and-safety representatives being involved in the planning stages of any new premises, devices, work processes and working methods or alterations to existing ones, or any other changes which may affect the health and safety of members of the designated work group.
- 39.10 Health and safety representatives shall be permitted to take paid time as authorised by the employer for the purposes of carrying out the functions of a representative and undergoing training in health and safety matters and in the exercise of the functions of a representative
- 39.11 Specific Hazards & Risk Mitigation
- 39.11.1 The employer and all employees shall take all reasonable precautions for the safety and health of all employees. Employees who become aware of damage or faults to equipment or the existence of other hazards that may endanger the health or safety of others shall immediately report such damage, fault or hazard to their immediate supervisor.
- 39.11.2 The employer shall not require any employee to lift, carry or move unaided any loads so heavy that its lifting, carriage or movement would be likely to injure the employee.
- 39.11.3. The employer shall ensure that no employee shall be required to undertake any work without proper instruction as to the dangers likely to arise in connection with that work and appropriate training as to the precautions to be taken to avoid those dangers. An employee's knowledge and experience may be taken into account in determining the nature of the training given.
- 39.11.4. In designated noise hazard areas suitable ear protection shall be provided for and worn by employees in accordance with legislative standards. An employee who is required to regularly work in a designated noise hazard area shall undergo audiometric tests annually at the

employer's expense for so long as the employee continues to be employed in such an area. All testing shall be undertaken during the normal working hours.

- 39.11.5. All electric polishing and scrubbing machines and vacuum cleaners and their leads shall be checked by a registered electrician at intervals not exceeding six months.
- 39.11.6. Employees shall be instructed in fire safety procedures. Employees may also be instructed in fire-fighting methods and in the use of fire-fighting appliances and the location of fire escapes. It is agreed that all employees will do their utmost to prevent fire and render whatever assistance is possible to ensure the safety of patients and employees in the event of fire.

40. MANAGEMENT OF CHANGE

40.1 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 AWUNZ) 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."

40.2 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 AWUNZ 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.

40.3 Participation

Partnership relies on the participation of AWUNZ 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.

Engagement is underpinned by the principles contained in **Appendix C**.

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 the proposed change."

41. EXISTING CONTRACTS AND AGREEMENTS

This agreement supersedes all previous contracts, agreements and any other employment agreement or terms and conditions of whatsoever nature whether express or implied.

42. CONTINUITY OF SERVICE

- 42.1 For the purpose of this agreement current continuous service will not be deemed to be broken by reason of the sale or transfer, including merger, of the employer's business, or a part of that business, to a new employer who continues to employ such employees without an interruption in their service.
- 42.2 The employer shall give the employees' authorised representative at least 21 days prior notice of any contract change or change of agreement directly affecting the employment of any employees covered by this agreement.

43. VARIATION OF AGREEMENT

- 43.1 This agreement may be varied pursuant to the Employment Relations Act 2000 by agreement of the parties in writing.

44. COPY OF AGREEMENT

- 44.1 Upon request, employees shall be provided with a copy of this agreement as soon as practicable.

45. TERM OF AGREEMENT

45.1 This agreement shall come into force on the 1st day of April 2024 and shall continue in force until the 31st day of March 2026

46. NON-UNION MEMBERS EMPLOYED UNDER THIS COLLECTIVE AGREEMENT

46.1 The parties agree that the employer will not pass on the terms of this settlement to non-union members including casuals until 3 months after members commence receiving the new Terms of Settlement.

Signed:



For Amalgamated Workers Union Inc

Signed:



Fepulea'i Margie Apa
Tumu Whakatae / Chief Executive
Health New Zealand | Te Whatu Ora

Date 11.10.2024

Date: 21/10/2024

APPENDIX A

Employees who have had the 80% penal rate for weekends grand-parented.

(All current Household Employees and AWUNZ members at time of ratification of this SECA)

Arlene	ARMSTRONG
Martyn	ATKINSON
Samuel	BARRETT
Irma	BEATON

Paul	BLACKBOURN
Vanessa	BLOCKLEY

Christine	BYARS
Shane	CHAMBERLAIN
Susan	CHISNALL

Velonika	FAKAVA
Terence	FRANKLIN
Cheryl	FRANKLIN

Wayne	GILLESPIE
Alison	GRIGGS
Shane	HAMILTON
Jennifer	HART
Mahoka	HART
Larry	HARTLEY
Lea	HENNESSY

Evelyn	HOLMWOOD
Shona	HUNTLEY
Mark	IRWIN
Thomas	JARMAN
Tracey	JOHNSON
Anna	KELLY
Marilyn	KENNETT
Nicholas	LOVELL
Craig	MACKLE
Lois	MACLEAN
Cherry	MARER
Christine	MARTIN
Clare	MASON
Thanh	MCALISTER
Diane	MCKAY
Lynette	MCKAY
Wendy	NEAL
Barry	NESBIT
Frederick	NEVE

Deborah	NICHOLSON
Kevin	O'LEARY

Kathryn	PAYTNER
Lawrence	POPE
Lex	QUAYLE
Dianne	ROBB
Kelly	ROSS

Teresita	SIMPSON
Gaynor	SOUTH
Elizabeth	SOUTH
Desley	SOUTHON
Teresa	STRATFORD

Warwick	TAYLOR
Chelsea	WADE
Alannah	WILSON
Denise	WOOSTER
Vicki	WRIGHTON

APPENDIX B

The list of employees who transferred from Spotless to NMDHB in 2018

Martyn	ATKINSON
Maurice	ELLIOTT
Evelyn	HOLMWOOD
Marilyn	KENNETT
Craig	MACKLE
Clare	MASON
Lynette	MCKAY
Deborah	NICHOLSON
Teresita	SIMPSON
Desley	SOUTHON
Vicki	WRIGHTON

APPENDIX C: Agreement for a Bipartite Relationship Framework (BRF)

Purpose

The purpose of this Agreement is to provide a national framework in conjunction with the strategic direction and leadership of the Health Sector Relationship Agreement (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 trialing, 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.

Joint Engagement Structure and Forums

In pursuit of a more purposeful and productive employment relationship, several years ago, the then District Health Boards (DHBs) initiated Bipartite Action Groups (BAGs) to provide a mechanism and framework for implementation of constructive and timely engagement between the DHBs and Unions.

Such joint engagement forums are even more important under the more recent New Zealand Health Charter I Te Mauri o Rongo which recognises the importance of working together to design and deliver services to serve our whānau and communities, continually improving health outcomes under the Pae Ora (Healthy Futures) Act 2022. Constructive engagement supports shared decision-making whilst recognising the responsibilities of Health NZ

Te Mauri o Rongo recognises the importance of collective behaviours and includes:

- Workers and their unions using their voices confidently, knowing they will be heard.
- Workers and their unions helping develop a safe workplace culture.
- Organisations engaging meaningfully with their workforce.
- Connecting with each other with respect and support across the health system.

To achieve the vision of healthcare in Te Mauri o Rongo, Health NZ I Te Whatu Ora needs to maintain and strengthen relationships with union stakeholders. Joint engagement forums at national and local levels facilitate this engagement.

He Ara Tapatahi is a national forum at which the President of the NZ Council of Trade Unions, leaders of NZCTUI affiliated unions and Health NZ leaders including the Commissioner and the Chief Executive, meet two-monthly with a focus on strategic issues, including the relationship between Health NZ and unions.

National Bipartite Action Group

The **National BAG (NBAG)**, named **Kāhui Kōkiri**, engages and consults on organisational policies and operational matters affecting the Health NZ I Te Whatu Ora workforce, including improvement initiatives and problem resolution that have a national relevance. Members include union officials and Health NZ representatives. All health unions are represented in this forum.

Kāhui Kōkiri's also has the responsibility to engage with and support the ongoing activity of Local BAGs and to deal with any issues that are submitted from these groups through regular reports. This two-way process involves communication from Kāhui Kōkiri to LBAGs and listening to local input, supporting improvement initiatives, and informing policy and guideline development.

Local BAGs (LBAGs)

Where they do not already exist, a LBAG will be established to 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.

All parties to the relationship have an interest in promoting the work of the LBAGs.

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.

MJ