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PSA

SECURITY OFFICER

COLLECTIVE AGREEMENT

Term - 29 September 2024 – 28 September 2026



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This agreement (hereinafter referred to as a CA) is made pursuant to the Employment Relations Act 2000 and applicable amendments.

1. PARTIES

1.1. PARTIES TO THIS AGREEMENT

The parties to this agreement shall be:

- (a) Health New Zealand- Te Whatu Ora, Waitemata District (hereinafter referred to as the “employer”*) and
- (b) The New Zealand Public Service Association Te Pūkenga Here Tikanga Mahi Incorporated (hereinafter referred to as the “Union” or the “PSA”).

(*The parties note the transition to Health NZ during the term of this agreement)

1.2. COVERAGE/ NEW EMPLOYEES

The parties agree that any employee employed in the position of Security Officer or Security Supervisor (or a substantively similar role) within the Security Services at Waitemata District between the date this agreement comes into effect and the expiry date shall, in the first instance, be offered in writing the opportunity to become a member of the union which is party to this agreement. Note: This agreement excludes members of management, who may be covered by other agreements. The employee shall, from the date of becoming a union member, be entitled to all the benefits, and be bound by all the obligations, under this agreement. Further to this, the provisions of Section 62 of the Employment Relations Act 2000 shall apply.

2. INTERPRETATIONS

2.1. WHOLE TIME EMPLOYEE

“Whole time employee” means an employee who is engaged to work not less than the ordinary hours of work specified in this agreement.

2.2. PART TIME EMPLOYEE

“Part time employee” means an employee other than a casual employee, who is engaged to work on a regular basis but less than the ordinary hours of work specified in this agreement.

2.3. CASUAL EMPLOYEE

“Casual employee” means an employee who has no set hours or days of work and who is normally engaged to be available to work as and when required. Use of casual employees, while justified in some cases to cover situations of an intermittent nature, shall not be used to deny staff security of employment.

2.4. TEMPORARY EMPLOYEE

“Temporary employee” means an employee whose term of employment is fixed by agreement prior to commencement.

2.5. DUTY

“Duty” means a single continuous period of work per day required to be given by an employee, excluding on-call and call-back. A duty shall be continuous except for

the meal breaks and rest breaks provided for in this agreement. A duty shall be defined by a start and finishing time.

2.6 DISTRICT

District in the context of Te Whatu Ora/Health New Zealand means the geographic area and the related worksites of the former District Health Board (clause 12, Schedule 1, Pae Ora (Healthy Futures) Act 2022 refers).

2.7 ROSTER

“Roster” means a list of employees and their duties over a period of time.

2.7 BASE SALARY

“Base Salary” means the minimum annual salaries provided for in this agreement.

2.8 NORMAL HOURLY RATE OF PAY

The normal hourly rate of pay will be one two thousand and eighty sixth part, correct to three decimal places of a dollar of the base salary.

2.9 SUBSTANTIALLY

“Substantially” means engaged at a particular job for more than 50 percent of time during any one week.

2.10 DISCRETIONARY CLAUSES

Where the use of the term “may” within any clause indicates discretionary application, the employer shall consider the application of the clause in respect of an employee on a case by case basis. Where the employer declines to invoke the clause, the employer shall, where requested, provide to the employee, in writing, the decision and the reason(s).

3. TEMPORARY EMPLOYMENT AGREEMENTS

3.1. PURPOSE OF A TEMPORARY AGREEMENT

Temporary employment agreements shall be used only to cover specific situations of a temporary nature, (e.g. to fill a position where the incumbent is on study or parental leave) or where there is a task of a finite duration.

3.2. SECURITY OF EMPLOYMENT

Temporary employment agreements, while justified in some cases to cover situations of a finite nature, shall not be used to deny staff security of employment.

Employees on temporary employment agreements should not be engaged on successive temporary employment agreements unless by agreement between the Employer, the PSA and the affected employee on a case by case basis.

3.3. TRANSLATION TO PERMANENT EMPLOYMENT

Where the temporary employee is employed in the same position performing the same function for a period of more than 12 months, and where the need for the position is expected to continue, the employer shall convert the position to a permanent position and recognise the employee’s service from the commencement of employment.

4. HOURS OF WORK AND RELATED ISSUES

4.1. THE WORKING WEEK

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

4.2. ORDINARY HOURS OF WORK

- (a) Eighty (80) hours shall constitute an ordinary fortnight except where the employee is placed on a 12-hour shift roster, eighty four (84) hours will constitute an ordinary fortnight.
- (b) A roster shall be established in consultation with employees that provides continuous duties of not more than 12 hours.

4.2.1 ORDINARY HOURS OF A SINGLE DUTY

The ordinary hours of work for a single duty shall be up to a maximum of twelve (12) hours.

4.3. ROSTERS

The Health and Safety at Work Act 2015 requires the employer to take all practical steps to prevent harm occurring to employees from the way work is organised.

Therefore, in designing and implementing shift rosters to meet service needs, the employer shall ensure the disruption, personal health effects and fatigue associated with shift work are minimised for the group of workers involved. Rosters shall be jointly developed and reviewed by the employer, representatives of effected employees and the PSA.

- (a) Where an employee is required to start and/or finish work at changing times of the day and/or on changing days of the week, than a roster shall be produced.
- (b) The roster period shall be four weeks (28 days) or greater, except that it may be less for services where unpredictable service demands make this impracticable.
- (c) Rosters shall be notified to the employees involved at least three weeks (21 days) prior to commencement of the roster period, except that the minimum period of notification for roster periods of less than four weeks (4) shall be two weeks (14) days. Less notice may be given in exceptional circumstances.
- (d) Single days off shall be avoided as a routine rostering device, and there shall be no more than one single day off for an employee during a four (4) week period. Employees shall be discouraged from requesting single days off.
- (e) Employees may change duties with one another with the prior approval of the Employer.

4.4. VARIATION OF HOURS OF WORK REQUIREMENTS

(a) EMERGENCIES

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

(b) OCCASIONAL VARIATIONS

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

(c) **CHANGES TO HOURS OF WORK REQUIREMENTS**

Except as provided for above, where the employer requires an employee to change their hours of work requirements to meet service needs, then a minimum of twelve (12) weeks prior notice of the change shall be given for the purpose of reaching written agreement between the employee and the employer. Such agreement shall not be unreasonably withheld.

A shorter period of notice than twelve weeks may be applied by agreement. The employee's representative shall also be advised of the notice of the change at the same time as the employee.

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

4.5. MINIMUM BREAKS

- (a) A break of at least eleven (11) continuous hours must be provided wherever possible between any two qualifying periods of work, if the duty worked is for a period of ten (10) or more hours. The rest period will reduce to nine (9) continuous hours if a duty worked is for a period less than ten (10) hours. However in situations where agreed overtime is worked, a twelve (12) hour minimum break shall be provided.

- (b) The qualifying periods of work for the purposes of this clause are:

A duty, including any overtime worked, either as an extension or as a separate duty, or

Call-back where eight (8) hours or more are worked continuously.

- (c) If a break of at least nine (9) or eleven (11) continuous hours cannot be provided between qualifying periods of work, the period of work is to be regarded as continuous until a break of at least nine (9) or eleven (11) continuous hours is taken and shall be paid at the overtime rate.
- (d) Time spent off duty during ordinary hours of work solely to obtain a nine-hour (or eleven-hour) break shall be paid at the normal hourly rate of pay. Any absence after the ninth (or eleventh) continuous hour of such a break, if it occurs during ordinary hours of work, shall be treated as a normal absence from duty.

4.6. MEAL PERIODS AND REST BREAKS

- (a) Except when required for urgent or emergency work 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. This shall be a paid meal break, in recognition of the difficulty providing a relieved meal break.
- (b) An employee unable to take a meal after five hours duty shall be paid at time-half rate in addition to normal salary from the expiry of five hours until the time when a meal can be taken.
- (c) Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, where these occur during duty, shall be allowed as time worked.
- (d) During the meal break or rest breaks prescribed above, free tea, coffee, milk and sugar shall be supplied by the employer.

4.7. OVERTIME

4.7.1. OVERTIME AUTHORISATION AND CONDITIONS

Equivalent time off for work performed outside normal hours may be granted in lieu of authorised overtime by agreement between the employee and the manager concerned. In the event that agreement is not reached overtime rates shall be paid.

Overtime or “time off in lieu” requires authorisation by the employee’s manager.

Conditions in which overtime is payable, or “time off in lieu is credited, is as follows:

- (a) The minimum break provisions of this agreement are not met.
- (b) For whole-time and part-time employees, a duty exceeds either 8 hours or the daily ordinary hours of work of a duty, whichever is the greater, or
- (c) A whole-time employee works a further duty (or part of a duty) additional to their rostered ordinary duties, or
- (d) The fortnightly hours exceed 80 hours, but where the employee is placed on a 12-hour shift roster, the fortnightly hours must exceed 84 hours.
- (e) Casual employees who work more than 80 hours in a fortnight or a duty in excess of 12 hours, but where the employee is placed on a 12-hour shift roster, the fortnightly hours must exceed 84 hours.

4.7.2. OVERTIME PAYMENT

Eight-hour shifts: Overtime hours are paid at one and one half (1.5) times the ordinary hourly rate for the first three hours and double time the ordinary rate (T2) for all hours after this.

Twelve-hour shifts: Double time the ordinary rate (T2) for all hours worked in excess of a rostered 12 hour shift or 84 hours per fortnight.

4.7.3. OVERTIME ON PUBLIC HOLIDAYS

Overtime worked on a public holiday shall be paid at time one (T1) in addition to normal salary.

In addition the employee shall be granted an additional working day off in lieu of not less than:

12 hours for a duty worked up to 12 hours;

OR Not less than 8 hours will be granted as time off in lieu, for a duty worked of less than 8 hours.

4.7.4. ABSENCE FROM DUTY

If an employee is absent for any duty, duties, or part of a duty on account of annual, sick or other leave, either with or without pay, the qualifying period for the payment of overtime shall be reduced by the corresponding proportion of the employee’s ordinary hours of work on that day. Employees absent from duty if on sick leave, annual leave or other leave shall be regarded as having worked all the hours they were rostered for on that particular day.

4.8. CALL-BACK

In respect of work which is not continuous with a duty.

4.8.1. MINIMUM CALLBACK HOURS

An employee shall be paid for a minimum of three (3) hours, or for actual working and travelling time, whichever is the greater, when the employee:

- (a) Is called back to perform work after
 - Completing a duty, or
 - Having left the place of work, or

- (b) Is called back before the normal time of starting a duty, 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 further 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.

4.8.2. PAYMENT FOR CALLBACK

Payment for call-back shall be paid at the appropriate overtime rates.

4.9. WEEKEND & PUBLIC (WHOLE) HOLIDAY RATES

Definition: Public holiday rate is the payment made for time (other than overtime) worked within ordinary weekly hours of work on a public holiday or on the day on which the public holiday is observed. Public holiday rates shall be paid at the following rate in addition to normal salary:

- (a) Public holiday rate shall be paid at time one (T1) in addition to normal salary.
- (b) The additional day off in lieu is to be treated the same as annual leave in respect of rules regarding application for leave and when such leave is to be taken.

Weekend rate – applies to ordinary time worked after midnight Friday/Saturday until midnight Sunday/Monday and shall be paid at time one half (T0.5) in addition to the ordinary hourly rate of pay.

5. PUBLIC (WHOLE) HOLIDAYS

The following shall be observed as Public Holidays;

New Year's Day
The Day after New Year's Day
Waitangi Day
Good Friday
Easter Monday
ANZAC Day
Sovereign's Birthday
Matariki
Labour Day
Christmas Day
Boxing Day
Northland/Auckland Anniversary Day

5.1. PUBLIC HOLIDAYS PROVISIONS

- (a) The following provisions apply to all employees:

Public holidays shall be paid on the day that they actually fall unless otherwise agreed with the majority of employees and the employer.

- (b) Public holidays falling during leave or days off.

- (i) LEAVE ON PAY

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

(ii) LEAVE WITHOUT PAY

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

(iii) LEAVE ON REDUCED PAY

An employee shall, during a period on reduced pay, be paid at the same reduced rate for public holidays falling during the period of such leave.

(iv) DAYS OFF

For fulltime employees, if a public holiday, fall on an employee's day off, the employee shall be granted an additional day's leave at a later date to be mutually arranged.

6. REMUNERATION AND GRADINGS (MINIMUM RATES)

Salary Translation and Progression

Translation to new pay structure

6.1 The following are the principles and guidelines for the translation of employees to the new pay structure.

- Employees translate to the step reflecting their service and qualifications.
- There will be no reduction in pay because of translation.
- Employees with NZQA Level 3 and/or Level 4 qualifications and less than 4 years' service will spend 12 months on the top auto step before moving to the qualification (top step).
- Employees with NZQA Level 3 and/or Level 4 qualification and 4 plus years' service will translate to the qualification (top step).
- Employees with no qualification will translate to the step based on years of service. Employees with 4 or more years of service without a qualification will translate to step 4

6.2 Except for Team Supervisor Leaders the following applies;

- Previous step 7 translates to new Step 4, previous step 6 translates to step 3, and previous step 5 translates to new step 2.

Placement in scale and progression through steps.

6.3 Placement in a pay scale and upward progression through the steps in the pay scales is set out below:

- New employees start at bottom step of the relevant pay scale
- Employees progress through the scale by moving up one step each year on their employment anniversary date – the date the employee commenced employment.
- The highest step for each pay scale represents a qualification step. Movement to this step is contingent on passage through the automatic steps and the achievement of the required qualification, being at a minimum the agreed NZQA Level 3 or Level 4 certificate.

6.4 Qualification step

- The date for achieving a qualification for the purposes of this Agreement will be the date recorded on the employee's NZQA record of learning.
- The employer must take all reasonably practicable steps to ensure that an employee is able to attain the agreed qualification. All reasonable steps shall include the employer paying for the cost of the qualifications.

Transition – Security Officers employed by the DHB, who undertake the substantive security officer role and were previously employed by Allied Security (or another externally sourced security company engaged on the same basis), who have maintained continuous employment, shall for salary purposes have their salary anniversary date recognised as the date they were originally contracted to work at the DHB via the previous employer.

6.5 SALARY SCALES, WHOLE TIME, PART-TIME AND CASUAL EMPLOYEES

Security Officer			
Step	Translation	30-Sept-24	27-Oct- 25
5 (NZQA Level 3 or 4 Qualification required)	Grade 3&4 (Level 3 -4 NZQA qual)>4 yrs service	\$31.93	\$32.92
4 (Top auto step)	Level 3&4 NZQA qual) <4 yrs service or 4 years + service/no qual.	\$30.99	\$31.96
3	3 to 3	\$30.09	\$31.03
2	2 to 3	\$29.21	\$30.13
1	Commencement	\$28.40	\$29.25

Security Team Supervisor/Leader			
Step	Translation	30- Sept-24	27-Oct-25

4 (Level 4 NZQA Qual)	From previous step 7	\$37.02	\$38.17
3	From previous step 6	\$35.94	\$37.06
2	From previous step 5	\$34.90	\$35.98
1	Commencement	\$33.88	\$34.93

7. ALLOWANCES

7.1. MEAL ALLOWANCE

EXCESS HOURS ALLOWANCE

An employee who is required to work more than the ordinary working hours (up to a 12-hour duty) shall be paid a meal allowance of \$7.95 or at the option of the employer, be provided with a meal.

7.2. ON CALL ALLOWANCE

On-call means a period when an employee is required to be available for call-back.

If service needs dictate the requirement for On-call provisions in the future, the rate and terms will be negotiated between the employer, the PSA and the majority of employees.

7.3. SHIFT ALLOWANCE

Security Officers may be eligible for an allowance as set out below:

A shift allowance of \$35 per shift shall be paid for any duty that is worked which meets the following criteria:

- (a) A shift that has any hours, which fall outside of 7am to 7pm, or on such other basis as agreed between the parties to this Agreement.
- (b) The shift shall be a minimum of 4 hours duration.
- (c) For the purposes of this clause, if an "on call" arrangement is established as outlined in clause 7.2, then the terms of eligibility for shift allowance whilst "on call" will also be agreed to between the parties to this Agreement.
- (d) No shift allowance will be payable for any shift where the weekend penal rate or public holiday rate is payable on any hours in the shift duration.

7.4. REIMBURSEMENT OF EXPENSES ON EMPLOYER BUSINESS

- (a) Employees who are instructed by the employer to use their private motor vehicle on Waitemata District business shall be paid a motor vehicle allowance as promulgated from time to time by the Inland Revenue in terms of the agreed formula.
- (b) When employees are instructed to leave and return to their normal place of work on the same day on Waitemata District business, or to temporarily work elsewhere, they shall be reimbursed for actual and reasonable expenses.

- (c) In all other circumstances with the prior approval of the employer actual and reasonable expenses shall be reimbursed, those expenses being incurred while on business of Waitemata District.

7.5. RELOCATION OF EMPLOYEES

If the employer seeks a permanent relocation of an employee to an alternative work site, the details will be negotiated with the PSA and the employee.

A designated work site shall be either the base site for the service the employee is deployed to or the workplace the employee spends the majority of their work time at.

In other than staff surplus situations, where an employee is relocated to the same position in a new location and extra travelling is involved, actual additional travelling expenses by public transport shall be reimbursed for up to 12 months.

7.6 Higher Duties

An employee required by the employer to relieve a designated position qualifying for a higher rate of pay shall be paid an additional \$3.00 per hour for all hours worked in the requested position. For clarity the employee should receive their normal pay plus the additional allowance.

Where an employee performs the duties of the higher position working;

- 8 hour shifts for more than 5 consecutive days, or
- for 10 hour shifts more than 4 consecutive days, or
- for 12 hour shifts more than 3 consecutive days,

the allowance payable shall be the difference between the current salary of the employee acting in the higher position and the minimum salary the employee would receive if appointed to that position.

8. UNIFORMS

Security Officers will be provided with a Waitemata District Security Officer uniform. This will include footwear. Uniforms will be laundered by the employee at the employee's expense. Replacement of supplied uniform will be on the basis of fair and reasonable wear and tear. Prior to the introduction of new items of personal protective clothing and equipment the employer shall consult with affected employees to ensure items are fit for purpose.

9. LEAVE & HOLIDAYS

9.1. CASUAL & PART-TIME EMPLOYEES

- (a) None of the following provisions for leave and holidays shall apply to casual employees except where specified.
- (b) Every part-time employee will be entitled to annual leave as prescribed. Salary during leave will be paid for the employee's usual working week.

9.2. ANNUAL LEAVE

9.2.1. For all employees the following shall apply for annual leave:

- (a) Subject to (b) below, employees shall be granted leave of absence on full pay in respect of each year as follows:
- (i) with under five years' service – 4 weeks per year pro rata

- (ii) with five or more completed years' service – 5 weeks per year pro rata. This annual leave may be taken after completion of five years of service, i.e.: in the sixth year.

(b) Conditions

- (i) The term “leave year” means the year ending with the anniversary date of the employee’s appointment.
- (ii) Previous Service Recognition

(1) Recognition of “length of service”.

An employee’s service shall comprise their period of employment with Waitemata District and periods of other employment where the nature of the employee’s work was “like for like” and of definite value in the position to which the employee is employed in Waitemata District. This will generally be within the security guard/officer industry.

Provided further that the employee is recruited to Waitemata District within one month of ceasing previous employment and previous periods of “like for like” employment are continuous, i.e. broken by an interval of no more than one month in each case.

Extended leave without pay at the end of the period of service which ends in a resignation or in termination of employment is excluded from previous service for crediting i.e. the effective date for deciding service is the last day actually on pay.

Other “like for like” service may be recognised, where the previous service is not continuous, i.e. periods between similar type of employment are greater than 1 month, providing any break in employment was not longer than 6 months and the aggregate period of prior employment includes at least 2 years of continuous service duration.

When considering previous periods of employment with an overseas employer a reasonable amount of time for the journey out to and settlement in New Zealand is permitted.

9.2.2 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 9.8 of this Agreement.

9.3. EXTRA LEAVE FOR SHIFT WORKERS

“Shift work rosters” means two or more employees working over a span of hours any of which falls outside the hours of 6.00 am to 8.30 pm. Any employee who works on a shiftwork roster shall be entitled to additional leave per annum in accordance with the tables below.

Eligibility for this leave shall be determined by either qualification under (A) or (B) below:

(A) “Qualifying Shifts

- (a) A qualifying shift shall be any shift, which has any hours, which fall outside of 6 am to 8.30 pm.
- (b) A shift shall be a minimum of 4 hours duration.
- (c) For the purposes of this clause any period “on call” between 4 hours and 24 hours shall be counted as one shift.

The following additional leave is granted:

Revised Number of Qualifying Shifts, Effective 1 February 2004

Number of Qualifying Shifts	Number of weeks additional Leave per Annum
100 or more	1
80-99	0.8
60-79	0.6
40-59	0.4
20-39	0.2

Provided, however, that staff who do not qualify for a full extra week's leave in accordance with the above scale may alternatively qualify under (B) below:

- (B) Shift workers who work alternating shifts may qualify for additional leave according to the number of shift changes occurring during the year provided that employees who alternate on shifts which fall wholly between the hours of 6.00 am and 8.30 pm will not qualify for extra leave.

- (1) Where the roster requires the shift worker to change as frequently as every week or less frequently (e.g. every two weeks) the following pro rata scale will apply:

Shift Changes Each Year	Number of weeks additional Leave per Year
40 + Changes and over	1
32 – 39 Changes	0.8
24 – 31 Changes	0.6
16 – 23 Changes	0.4
8 – 15 Changes	0.2

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

Number of Weeks in Leave Year employed on such rosters	Number of weeks Additional Leave Per Annum
40+ weeks and over	1
32 – 39 weeks	0.8
24 – 31 weeks	0.6
16 – 23 weeks	0.4
8 – 15 weeks	0.2

Provided that, where circumstances require, Criteria (B) (1) and (2) shall be applied cumulatively but not concurrently in respect of a single leave year.

- (c) An employee who is regularly required to work ordinary fixed hours of work which commence after 6.00 pm but are not part of a rostered shift system will not qualify for additional leave.

9.4. BEREAVEMENT/TANGIHANGA LEAVE

For all employees the following provision shall apply for bereavement leave for death in New Zealand or overseas:

- (a) An employer shall 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 attending hura kōhatu /unveiling (or its equivalent). The length of time off shall be at the discretion of the employer.
- (b) If the bereavement occurs while the 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 (a) above. This position will not apply if the employee is on leave without pay.
- (c) In granting time off therefore, and for how long, the employer must administer these provisions in a culturally sensitive manner.

9.5. JURY SERVICE AND WITNESS LEAVE

For all employees the following provision shall apply for jury service and witness service leave:

- (a) Employees called on for jury service or who are subpoenaed, as a witness for the Crown, the employer, or in the course of their employment with Waitemata District, are required to serve. Where the need is urgent, the employer may apply for postponement of jury service because of particular work needs but this may be done only in exceptional circumstances.
- (b) An employee called on for jury service or as a witness may elect to take annual leave on pay, or leave without pay. Where annual leave or leave without pay is granted or where the jury or witness service is performed during an employee's off duty hours, the employee may retain the juror's or witness fees (and expenses paid).
- (c) Where leave on pay is granted, a certificate is to be given to the employee by the employer to the effect that the employee has been granted leave on pay and requesting the Court to complete details of juror's or witness fees and expenses paid. The employee is to pay the fees received to the Employer but may retain expenses.
- (d) Where leave on pay is granted, it is only in respect of time spent on jury or witness 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.

9.6. EDUCATION LEAVE

Where it is considered desirable in the interests of Waitemata District and/or the career development of an individual employee, approval may be granted for study leave.

Such leave shall include leave to attend lectures or block courses and to sit examinations.

9.7. LONG SERVICE LEAVE

For all employees, the following provisions shall apply for Long Service Leave:

- (a) Eligibility

- (i) Employees who have completed 10 years' continuous service shall be granted two weeks long service leave. A further one week long service leave shall be granted on completion of each additional five years' service.
- (ii) Continuous service may be broken by periods of up to three months but any break in service of longer than three months shall debar an employee from counting the service prior to that break towards the qualifying period for long service leave.

Recognised service for long service leave is defined as service with Waitemata District and periods of employment with other than Waitemata DHB, where the nature of the employee's work was "like for like" to the position which the employee is employed by Waitemata District, providing that any breaks in recognised service are for not longer than 3 months. Any break in service of longer than 3 months shall debar an employee from counting the service prior to that break towards the qualifying period for long service leave.

- (iii) Employees who resign (except under (b) (ii) (2) and (3) below) or who are dismissed, except through no fault of their own, will forfeit any long service leave to which they might otherwise be entitled.

(b) Procedures For Taking Long Service Leave

- (i) Long service leave must be taken in one period except that an employee recalled from leave because of an emergency is entitled to resume leave after the emergency.
- (ii) Except as provided below long service leave should be taken within five years of qualification and before relinquishment of office or it will be forfeited.
 - (1) Employees who are at or close to their eligibility for Government National Superannuation and who give notice of resignation may, at the discretion of the employer, be paid salary for the balance of long service leave at the time of their resignation.
 - (2) The employer may pay salary for the balance of long service leave to an employee who retires medically unfit after qualifying for long service leave, but before taking or forfeiting it under these rules.
 - (3) Employees who have qualified for, but not taken long service leave may, when resigning from Waitemata District and commencing employment with another District, transfer the long service leave. The leave must however be taken within five years of qualification.

This is conditional on the other District having reciprocal arrangements with Waitemata District.

- (iii) Payment for long service leave is to be on the same basis of average earnings as applies with annual leave. Averaged earnings are to be assessed on the basis of the calculation year preceding the leave, and paid out at the commencement of the leave.
- (iv) Allowances and other payments which continue during annual leave shall be payable during long service leave.

- (v) 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.
- (vi) Reduced hours or part-time workers are to receive a pro-rata reduction in pay, during long service leave.

(c) Deceased Employees

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

9.8. PARENTAL LEAVE

9.8.1 Statement of principle - The parties acknowledge the parental leave provisions in this agreement 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, provided that where the parental leave provisions are more favourable to the employee, the provisions of this agreement shall prevail.

9.8.2 Entitlement and eligibility - Provided that the employee assumes or intends to assume the primary care as defined in the Act, or is the primary carer or partner of a primary carer, the entitlement to parental leave is:

- (a) in respect of every child born to them or their partner;
- (b) in respect of every child under six years of age, where the employee becomes a primary carer for the child;
- (c) where two or more children are born at the same time or where the employee becomes a primary carer for two or more children under six years of age within a one month period, for the purposes of these provisions the employee's entitlement shall be the same as if there were only one child.
- (d) Whāngai arrangements are included in situations where the employee becomes a primary carer for one or more children.

9.8.3

- (a) Parental leave of up to twelve months is to be granted to employees with at least one year's service at the time of commencing leave.
- (b) 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.

- (c) 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. The parental leave may be taken in more than one continuous period, with the start and finish dates of each additional period, and any extension of parental leave past the anniversary date of the commencement of parental leave, to be agreed between the employer and the employee.

(d) Pursuant to Part 3 (A) of the Act employees who are not entitled to primary carer leave may request a period of negotiated carer leave from their employment. Negotiated carer leave may enable the employee to receive parental leave payments from IRD if they meet the parental leave payment threshold test.

9.8.4 In cases of adoption of children of under six years of age, parental leave shall be granted in terms of 9.8.2 and 9.8.3 above, providing that fourteen days notice is given before the employee intends to assume the responsibility for the care of the child. Evidence of an approved primary care placement shall be provided to the employer's satisfaction.

9.8.5 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 where the employee becomes a primary carer for a child under the age of six or in circumstances outside the control of the employee.

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

9.8.7 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.

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

9.8.9 Job protection -

(a) Subject to 9.8.10 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.

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

(c) 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.

9.8.10

(a) Where possible, the employer must hold the employee's position open or fill it temporarily until the employee's return from parental leave. However in the event that the employee's position is a "key position", the employer may fill the position on a permanent basis if they meet the requirements set out in the Act.

(b) 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 9.8.9 (a) 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 15.10(b)(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 9.8.10(b)(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 15.10(b)(i), 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 9.8.10(b)(i) above expires, and no similar position is available for the employee, the employee shall be declared surplus under clause 10.7 of this contract.

9.8.11 If the employee declines the offer of appointment to the same or similar position in terms of sub clause 9.8.9(a) above, parental leave shall cease.

9.8.12 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 starting parental leave, 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.

9.8.13 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.

9.8.14 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.

9.8.15 Paid Parental Leave – Where an employee takes parental leave under this clause, meets the eligibility criteria in 9.8.2(i.e. they assume or intend to assume the primary care of the child), and is in receipt of the statutory paid parental leave payment in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 the employer shall pay the employee the difference between the weekly statutory payment and the equivalent weekly value of the employee's base salary (pro rata if less than full-time) for a period of up to 14 weeks.

Employees who negotiate carer leave under Part 3 (A) of the Act are not eligible for the Parental Leave payment under Clause 9.8.15.

These payments 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. From 1 June 2017 an employee who takes a period of paid leave (e.g. annual leave) at the start of his or her parental leave may elect to start his or her parental leave payment period on the day after the date on which that period of paid leave ends, even if it is later than the child's arrival or due date.

These payments shall only be made 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 9.8.3(c) applies and both partners are employed by the DHB, the paid parental leave top up will be made to only one employee, being the employee who has primary care of the child.

9.9. SICK LEAVE

In applying the provisions of this clause, the parties note:

- a) their agreed intent to have healthy staff and a healthy workplace
- b) that staff attending work unwell is to be discouraged and the focus is on patient and staff safety
- c) that they wish to facilitate a proper recovery and a timely return to work
- d) that staff can have sick leave and domestic absences calculated on an hourly basis.

9.9.1 In accordance with the Holidays Act 2003 (as amended) on appointment to the employer, a full-time employee shall be entitled to ten (10) working days leave for sick or domestic purposes during the first twelve months of employment, and up to an additional ten (10) working days for each subsequent twelve-month period.

The employee shall be paid for minimum statutory sick leave entitlement 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.

9.9.2 Additional Discretionary Leave

In the event an employee has no entitlement left, 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 9.

9.9.4 In considering the grant of leave under this clause the employer shall take into account the following:

- a) The employee's length of service
- b) The employee's attendance record

- c) The consequences of not providing the leave
- d) Any unusual and/or extenuating circumstances

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

9.9.5 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.

9.9.6 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:

- place the employee on suitable alternative duties, including working from home (where appropriate); or
- direct the employee to take leave on full pay. Such leave shall not be a charge against the employees sick and domestic leave entitlement.

9.9.7 The employee can accumulate their entitlement up to a maximum of 260 days. In accordance with the Holidays Act up to 20 days will be paid at relevant daily pay where the employee carries over 10 days unused sick leave from the previous year's entitlement.

The provisions of this clause are inclusive of the provisions of the Holidays Act 2003.

9.9.8 Domestic Leave as described in this clause is leave used when the employee must attend a dependent of the employee. This person would, in most cases, be the employee's child, partner or other dependent family member.

- It does not include absences during or in connection with the birth of an employee's child. Annual leave or parental leave should cover such a situation.
- At the employer's discretion, an employee may be granted leave without pay, where the employee requires additional time away from work to look after a seriously ill member of the employee's family.
- The production of a medical certificate or other evidence of illness may be required.

9.9.10 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:

- the period of sick leave is more than three days, and a medical certificate is produced.
- 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 9.9 and 9.9.1 above apply.

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

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

9.9.12 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 the employer's policy and Sick Leave practices. The focus of the review will be to assist the employee in establishing practical arrangements to recover from sickness or injury.

9.9.13 ACC and Sick Leave

Work-related Accidents

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

Work related assaults

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

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 sick leave up to the extent of the employee's paid sick leave entitlement.

9.10 Family Violence -Support

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

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

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

10. Miscellaneous

10.1. ACCIDENTS

1. Transport Of Injured Employees

Where an 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 to 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 he/she is transported, and claim reimbursement from ACC.

2. Expenses Incurred as a Result of Accidents

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.

10.2. CHILD CARE FACILITIES

The parties recognise the importance of good quality childcare facilities being readily available to employees, and support present childcare facilities and arrangements.

10.3. REAPPOINTMENT AFTER ABSENCE DUE TO CHILDCARE

(a) Employees who resign to care for a dependent pre-school 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.

(b) 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.

(a) Parental leave is a distinct and separate entitlement from childcare absence. Some employees may choose to resign rather than taking parental leave. In this case they shall be credited with one additional year or six additional months of childcare absence in lieu of each parental leave entitlement. Should an employee resign during the course of parental leave he/she shall similarly be credited with a period of absence in lieu of the remainder of the parental leave entitlement.

(b) An employee may resign more than once for childcare reasons and qualify each time for the preferential re-entry rights provided that the total time away from work does not in aggregate exceed four years.

(c) If two people caring for the same dependent child or children are employees of Waitemata DHB they are jointly eligible for a total of four years' childcare absence plus any additional periods of absence in lieu of parental leave.

- (d) Wherever possible notice of intention to return to the employer's employment should be given upon resignation for childcare reasons. However, those who for whatever reason, fail to give such notice shall not incur any penalty or disadvantage in their application for re-entry.
- (g) Persons seeking reappointment under childcare provisions must apply to the former employer at least three months before the date on which they wish to resume duties.
- (h) This application for reappointment must be accompanied by:
 - (i) The birth certificate of the pre-school child or children;
 - (ii) A statutory declaration to the effect that the absence has been due to the care of a dependent pre-school 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 employer's discretion.
- (i) On receiving an application for preferential appointment, the employer shall acknowledge receipt of the application and confirm the employee's eligibility for re-entry within 21 days of receipt of such notice. Applicants must be informed at this point that:
 - (i) If they are not appointed to a vacancy within three months after the expiry of the notice given in (g) above the benefits of these provisions lapse; and
 - (ii) They are required to renew notice of intention to work at least one month prior to the intended date of return.
- (j) The employer shall acknowledge the notice given in (i) (ii) at least 14 days prior to the intended date of return informing the applicant as to whether or not a suitable vacancy exists.
- (k) The employer shall make every effort to find 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.
- (l) Where:
 - (i) The applicant meets the criteria for eligibility; and
 - (ii) There exists at the time of notification or becomes available within the period of 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
 - (iii) The applicant has the necessary skills to competently fill the vacancy; then the applicant under these provisions shall be appointed in preference to any other applicant for the position.
- (m) There shall be no right of review against the appointment of an applicant under these provisions unless the applicant is appointed to a position at a higher grade than that held at the time of resigning. For the purpose of this clause, a "higher grade" is one whose maximum salary is higher

than the current maximum salary of the grade of the previously held position.

- (n) Should a vacancy deemed suitable by the employer and offered to an applicant not be acceptable to the applicant he/she shall be afforded access to Waitemata District employment opportunities until eligibility for preferential re-entry rights lapses and have the right to apply for advertised vacancies within the DHB area. These applications must be accompanied by official confirmation of eligibility. Under these circumstances the appointment of the applicant shall be treated as a normal appointment of an employee.
- (o) Where a suitable vacancy is not available, the employer is required to notify the applicant as soon as possible and no later than 14 days prior to the intended date of resumption of duties.
- (p) Applicants for preferential re-entry rights do not have a right of review against their re-appointment.
- (q) Absence for childcare reasons will interrupt service but not break it.
- (r) 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.

10.4. RETIRING GRATUITIES

10.4.1. FOR ALL EMPLOYEES only service with Waitemata District (previously DHB) shall be recognised and the following provisions shall apply:

- (a) For the purpose of establishing eligibility for a gratuity, total Health service may be aggregated, whether this is part-time or whole-time, or a combination of both at different periods. Part-time service is not to be converted to its whole-time equivalent for the purpose of establishing eligibility.
- (b) Where part-time service is involved the gratuity should be calculated to reflect this. The number of hours per week employed during the years of service is calculated as a percentage of the number of hours represented by a full week and this percentage is applied to the rate of pay established for gratuity purposes.
- (a) Retiring gratuities may be paid to the spouse or if no surviving spouse, the dependent child(ren) of employees who died before retirement or who died after retirement but before receiving a gratuity. Spouse is defined as a person with whom a marriage contract has been made or who is in a de facto relationship.
- (b) The employer shall, in exceptional circumstances, consider approving the payment of half or all of the normal entitlement to those employees who leave the service of Waitemata District after 10 years service. Such exceptional circumstances shall include, but not be limited to, sickness or retirement on medical grounds but would not normally include resignation to take up other employment.

- (c) The calculation of a gratuity entitlement shall be in accordance with the scale detailed below, provided that the amount of any gratuity previously received in respect of service taken into account in the calculation shall be deducted.
- (d) For the purpose of calculating the amount of gratuity which Waitemata District may pay, the rate of pay on retirement shall be the basic rates of salary or wages.
- (e) An employee who is granted leave without pay and who remains in the service of Waitemata District will, on retirement, have such leave aggregated with other service for gratuity purposes.

NOTE:

Employees intending to retire from Waitemata District will be required to give at least 3 months notice of their intention to retire to qualify for a retiring gratuity. A lesser period of notice may be mutually agreed between the employee and the employer. Those employees may be required to complete a Statutory Declaration that their intention is to retire from the paid workforce and to undertake to repay the gratuity on a pro-rata basis if they return to paid employment within a 2 year period.

SCALE OF MAXIMUM GRATUITIES

<u>Period of Total Service</u>	<u>Maximum Gratuity</u>
Not less than 10 yrs. & less than 11 yrs.	22 days' pay
Not less than 11 yrs. & less than 12 yrs.	25 days' pay
Not less than 12 yrs. & less than 13 yrs.	28 days' pay
Not less than 13 yrs. & less than 14 yrs.	31 days' pay
Not less than 14 yrs. & less than 15 yrs.	34 days' pay
Not less than 15 yrs. & less than 16 yrs.	36 days' pay
Not less than 16 yrs. & less than 17 yrs.	39 days' pay
Not less than 17 yrs. & less than 18 yrs.	42 days' pay
Not less than 18 yrs. & less than 19 yrs.	45 days' pay
Not less than 19 yrs. & less than 20 yrs.	48 days' pay
Not less than 20 yrs. & less than 21 yrs.	51 days' pay
Not less than 21 yrs. & less than 22 yrs.	54 days' pay
Not less than 22 yrs. & less than 23 yrs.	56 days' pay
Not less than 23 yrs. & less than 24 yrs.	59 days' pay
Not less than 24 yrs. & less than 25 yrs.	62 days' pay
Not less than 25 yrs. & less than 26 yrs.	66 days' pay
Not less than 26 yrs. & less than 27 yrs.	70 days' pay
Not less than 27 yrs. & less than 28 yrs.	74 days' pay
Not less than 28 yrs. & less than 29 yrs.	79 days' pay
Not less than 29 yrs. & less than 30 yrs.	83 days' pay
Not less than 30 yrs. & less than 31 yrs.	88 days' pay
Not less than 31 yrs. & less than 32 yrs.	92 days' pay
Not less than 32 yrs. & less than 33 yrs.	96 days' pay
Not less than 33 yrs. & less than 34 yrs.	101 days' pay
Not less than 34 yrs. & less than 35 yrs.	105 days' pay
Not less than 35 yrs. & less than 36 yrs.	109 days' pay

Not less than 36 yrs. & less than 37 yrs.	114 days' pay
Not less than 37 yrs. & less than 38 yrs.	118 days' pay
Not less than 38 yrs. & less than 39 yrs.	122 days' pay
Not less than 39 yrs. & less than 40 yrs.	126 days' pay
Not less than 40 yrs.	131 days' pay

NOTE: These are working days

10.5. CONSULTATIVE PROCESS

The purpose of this clause is to provide the framework that will enable improved communication and shared decision making in the workplace.

10.5.1. RESPONSIBILITIES OF THE PARTIES

The parties to this agreement have a responsibility to:

- (a) Share and provide timely and sufficient information to enable substantive input into decision making.
- (b) Employ a problem solving approach to issues.
- (c) Develop and reach agreed recommendations where possible.
- (d) Fully consider and accommodate views and submissions of the other parties of this agreement.
- (e) Introduce any new matters which arise during the term of this collective agreement by way of the consultative process as defined in this clause.

The parties to this agreement will during the term of this CA, jointly plan and promote a detailed consultation approach in keeping with the discussions during negotiations.

10.5.2. CONSULTATIVE COMMITTEES

It is recognised by the parties that in order to achieve the objectives above and to enhance the principles of partnership, proper and direct lines of communication are required. To achieve this, a consultative committee shall be established between the union, the management and the employees covered by this agreement consisting of representatives of all parties. Further consultative mechanisms may be set up where the need is identified and agreed by this committee.

10.6. MANAGEMENT OF CHANGE

10.6.1. For collective national Health New Zealand management of change processes refer Appendix 2.

10.6.2. CONSULTATION

Regular consultation between the employer, employees and their union is desirable on matters of mutual concern and interest. The aim of consultation is to contribute to:

- improved decision making
- maintaining co-operation between the parties
- contribute to a more harmonious, effective, efficient, safe and productive workplace.

10.6.3 ELECTED DELEGATES

- (i) The employer accepts that elected delegates are the recognised channel of communication between the union and the employer in the workplace.
- (ii) Delegate means an employee who is nominated by the employee organisation and who is elected to act on the Organisation's behalf. The name of such delegates shall be advised to the employer.
- (iii) Paid time off shall be allowed for recognised delegates to attend meetings with management and to consult with employees covered by this agreement, other recognised workplace delegates and union officials. The purpose will be to consult and discuss the issues addressed in this clause, other clauses of this agreement and employee participation, staff surplus, effectiveness studies and options for resolving staff surplus.
- (iv) The amount of time off and facilities provided shall be sufficient to allow full consideration of these issues addressed by this clause.

10.6.4 MECHANISMS

Mechanisms established for the purpose of "Management of Change" will allow input and recommendations to be made to the employer, who will consider these recommendations.

10.6.5 EMPLOYEES AND UNION TO BE ADVISED

The employer agrees that the employees and their employee union representatives will be advised of any review which may result in significant changes to either the structure, staffing, or work practices affecting employees and allow for the opportunity for employees and their representatives to be involved in the review so as to allow substantive input.

When the implementation of decisions arising from any such reviews will result in staff surpluses the procedures under staff surplus shall be adopted.

10.7. STAFF SURPLUS

10.7.1.

When as a result of the restructuring of the whole, or any parts, of the employer's operations; either due to the reorganisation, review of work method, change in plant (or like cause), the employer requires a reduction in the number of employees, or, employees can no longer be employed in their current position, at their current grade or work location (i.e. the terms of appointment to their present position), then the options in sub clause 10.7.5 below shall be invoked and agreed on a case by case basis.

The employer shall take all practicable steps to maintain the services of affected employees throughout any staff surplus situation.

10.7.2.

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

- (a) The person acquiring the business or the part being sold or transferred:
 - (i) Has offered the employee employment in the business or the part being sold or transferred; and
 - (ii) Has agreed to treat service with the employer as if it were service with that person and as if it were continuous; and
- (b) The conditions of employment offered to the employee by the person acquiring the business or part of the business being sold or transferred are the same as, or 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
- (c) The offer of employment by the person acquiring the business or the part of the business being sold or transferred is an offer to employ the employee in that business or part of the business either:
 - (i) In the same capacity as that in which the employee was employed by the employer, or
 - (ii) In any capacity that the employee is willing to accept.

10.7.3.

Notification of a staffing surplus shall be advised to the affected employees and their union/representatives at least one month prior to the date of giving notice of the position required to be discharged to the 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 representative, will meet to agree on the option most appropriate to the circumstances. Where employees are to be relocated, at least three months' notice shall be given to employees, provided that in any situation, a lesser period of notice may be mutually agreed between the employee and the employer where the circumstances warrant it (and agreement shall not be unreasonably withheld).

10.7.4.

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

- (a) The location/s of proposed surplus.
- (b) The total number of proposed surplus employees.
- (c) The date by which the surplus needs to be discharged.
- (d) The positions, grading, names and ages of the affected employees.
- (e) Availability of alternative positions in the District.

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

10.7.5. OPTIONS

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

- (b) Reconfirmed in position

- (c) Attrition
- (d) Redeployment
- (e) Leave without pay
- (f) Enhanced early retirement
- (g) Retraining
- (h) Severance

Option (a) will preclude employees from access to other options.

The aim will be to minimise the use of Severance. Any offers of further employment will be on the basis of the most appropriate and convenient job being offered in the first instance.

10.7.6. RECONFIRMED IN POSITION

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

10.7.7. ATTRITION

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

10.7.8. REDEPLOYMENT

Employees may be redeployed to a new job at the same or lower salary in the same or new location.

- (a) Where the new job is at a lower salary, an equalisation allowance will be paid to preserve the salary of the employee at the rate paid in the old job at the time of redeployment. The salary can be preserved in the following ways by the employer:
 - (i) A lump sum to make up for the loss of basic pay for the next two years (this is not abated by any subsequent salary increases); or
 - (ii) An ongoing allowance for two years equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases).
- (b) Where an employee is relocated to a new position in a new location and extra travelling costs are involved, actual additional travelling expenses by public transport shall be reimbursed for up to 12 months.
- (c) The redeployment may involve employees undertaking some on-the-job training.

10.7.9. LEAVE WITHOUT PAY

Special leave without pay may be granted within a defined period without automatic right of re-engagement.

This provision does not include parental or sick leave.

10.7.10. RETRAINING

- (a) Where a skill shortage is identified, the employer may offer a surplus employee retraining to meet that skill shortage with

financial assistance up to the maintenance of full salary plus appropriate training expenses.

It may not be practical to offer retraining to some employees identified as surplus. The employer needs to make decisions on the basis of costs, the availability of appropriate training schemes and the suitability of individuals for retraining.

- (b) If an employee is redeployed to a position which is similar to his or her previous one, any retraining may be minimal, taking the form of “on-the-job” training such as induction or in-service education.

Where an employee is deployed to a new occupation or a dissimilar position the employer should consider such forms of retraining as in-service education, block courses or night courses at a technical institute, nursing bridging programmes, etc.

10.7.11. ENHANCED EARLY RETIREMENT

Employees are eligible if they are within 10 years of retirement and have a minimum of ten years' total aggregated service with the employing District or one or more other Districts.

Service with Districts and their predecessors shall be recognised but excludes any service with any of the above services or with any District which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement, or similar payment from any of the above services or from any District.

- (a) Membership of a superannuation scheme is not required for eligibility.
- (b) The provisions of Clause 10.4 (Retiring Gratuities) shall apply and in addition, the employee shall receive the following:
 - (i) 8.33 percent of basic salary (T1 rate only) for the preceding 12 months in lieu of notice. This payment is regardless of length of service; and
 - (ii) 12 percent of basic salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months service; and
 - (iii) 4 percent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one up to a maximum of 19; and
 - (iv) Where the period of total aggregated service is less than 20 years, 0.333 percent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of services.

NB: The total amount paid to employees under this provision shall not exceed the basic salary (T1 rate only) the employee would have received between their actual retirement and the date of their compulsory retirement.

- (v) If the employee has ten or more years' service, the full retiring gratuity set out in the scale contained in Clause 10.4 shall be paid.
- (vi) Outstanding annual leave and long service leave may be separately cashed up.

10.7.12. SEVERANCE

Payment will be made in accordance with the following:

"Service" for the purpose of this sub clause 10.7.12 means total aggregated service with the employing District, DHB, and one or more other DHB. Service with DHBs and their predecessors shall be recognised, but excludes any service with any of the above Services or with any DHB which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement, or similar payment from any of the above services or from any District.

- (a) 8.33 percent of basic salary (T1 rate only) for the preceding 12 months, in lieu of notice, this payment is regardless of length of service; and
- (b) 12 percent of basic salary (T1 rate only) for the preceding 12 months, or part thereof for Employees with less than 12 months' service; and
- (c) 4 percent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and
- (d) Where the period of total aggregated service is less than 20 years, 0.333 percent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.

NOTE: The total amount paid to employees under this provision shall not exceed the basic salary (T1 rate only) the employee would have received between their cessation and the date of their compulsory retirement.

- (e) If the employee has ten or more years' service, the full retiring gratuity as set out in the scale contained in Clause 10.4 shall be paid.
- (f) Employees with not less than eight years' service but less than ten years' service shall be paid two weeks basic salary (T1 rate only).
- (g) Employees with not less than five years' service but less than eight years' service, shall be paid one week's basic salary (T1 rate only).
- (h) Outstanding annual leave and Long Service Leave may be separately cashed up.
- (i) Job search - the employer should assist surplus staff to find alternative employment by allowing them a reasonable amount of time off work to attend job interviews without loss of pay. This is subject to the employer being notified of the time and location of the interview before the employee is released to attend it.
- (j) Nothing in this agreement shall require the employer to pay compensation for redundancy where as a result of restructuring, and

following consultation, the employee's position is disestablished and the employee declines an offer of employment that is on terms that are:

- the same as, or no less favourable, than the employee's conditions of employment; and
- in the same capacity as that in which the employee was employed by the employer, or
- in any capacity in which the employee is willing to accept

10.7.13. COUNSELLING

Counselling for affected employees and their family will be made available as necessary.

10.8. DEDUCTION OF UNION FEES

The employer shall deduct employee organisation fees from the wages/salaries of employees when authorised in writing by members.

10.9. STOP WORK MEETINGS

10.9.1.

Subject to subsections 10.9.2 to 10.9.5 of this clause the employer shall allow every employee who is a member of the union which is a party to this agreement, on ordinary pay, two meetings (each of a maximum of two hours' duration) of their employee organisation in each year (being the period beginning on the first day of January and ending the following 31st day of December).

10.9.2.

The union shall give the employer at least 14 days' notice of the date and time of any meeting to which sub-clause 10.9.1 of this clause applies.

10.9.3.

The union shall make such arrangement 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.

10.9.4.

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.

10.9.5.

Only employees who actually attend a union meeting shall be entitled to pay in respect of that meeting and to that end the employee organisation shall supply the employer with a list of employees who attended and shall advise the employer of the time the meeting finished.

10.10. DELEGATES

Delegate means an employee who is nominated by the union, who is party to this CA, and who is elected to act on the union's behalf. The names of such delegates shall be advised to the employer

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

To enable the delegates to effectively carry out their role including the promotion and facilitation of the objectives outlined in Clauses 10.5 and 10.6, sufficient time off should be available during working hours.

- Attendance at Consultative Forums
- Participating in delegate committee meetings
- Representing/supporting members with personal cases
- Preparation for and representation on working parties, project groups
- Collective agreement negotiations and issues
- Ongoing communication with members
- Union education/training/planning(related to PEL clause)
- Access to union members/new members

Prior approval for such activity shall be obtained from the employer and such approval shall not be unreasonably withheld.

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

10.11. LEAVE TO ATTEND UNION MEETINGS

An aggregate of 30 days paid leave per annum shall be granted to cover PSA meetings, provided that the employer receives written notice from the union 14 days prior to the date(s) for which leave is required, and service requirements can be reasonably satisfied. Notice shall be given for each meeting and shall state the names of employees seeking leave, the number of days and the meeting(s) being attended. Leave shall only be granted when correct notice has been received. Where 14 days' notice cannot be given because of the calling of emergency meetings only, a reasonable lesser period of notice will be accepted.

10.12. EMPLOYMENT RELATIONSEDUCATION LEAVE

The employer shall grant up to a total of 75 days leave on pay per annum for PSA members to attend courses authorised by the PSA to facilitate the employees' education and training as delegates in the workplace.

The number of days education leave granted is based on the formula of 35 days for the first 281 employees (employees covered by this document who have authorised the PSA to act on their behalf) and a further 5 days for every 100 fulltime equivalent eligible employees or part of that number which exceeds 280.

The PSA shall send a copy of the programme for the course and the names of employees attending, at least 21 consecutive days prior to the course commencing.

The granting of such leave shall not be unreasonably withheld taking into account continuing service needs.

10.13. LEGAL LIABILITY

- (a) Waitemata District undertakes to indemnify employees against actions taken against them by statutory and professional bodies and/or persons suffering damage as a result of acts or omissions of the employee while acting in the course of his or her employment.
- (b) Where any employee while acting in the course and within the scope of their employment by Waitemata District, requires legal representation this will be provided and paid for by Waitemata District.
- (c) Indemnity or legal representation shall not apply to employees acting outside the course and scope of their Waitemata DHB employment.

10.14. DISCIPLINARY PROVISIONS

- (a) Disciplinary procedures involving any employee(s) shall be conducted within the following standard of procedural fairness:

The employee:

- (i) Must know the rules governing their employment.
 - (ii) Must be told of the accusation they are facing.
 - (iii) Is to be provided with the same information as is available to the disciplinary investigator.
 - (iv) Is to be given the time and opportunity to prepare and present an adequate response.
 - (v) Is to have a representative of their choice present.
 - (vi) Has the right to call witness or present evidence in their own support.
 - (vii) Is to have their explanation fully and impartially considered by the employer.
- (b) Disciplinary action taken by the employer in respect of any employee should, in the first instance, attempt to arrive at constructive and remedial consequences aimed at preventing any repeat of the misconduct. However, there may be occasions when this is not appropriate due to the seriousness of the employee's actions and punitive action will need to be taken.
- (c) The employer shall consult with the PSA on any changes or reviews of the disciplinary procedures policy for Waitemata District.

10.15. HEALTH & SAFETY

- (a) 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.
- (b) It shall be the responsibility of the employer to ensure that the workplace meets required standards and that adequate and sufficient safety equipment is provided.
- (c) 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.
- (d) Attention is also drawn to the employer's policies and procedures on health and safety.
- (e) The employer recognises that to fulfil their function, health and safety delegates require adequate training, time and facilities.
- (f) 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 work place.

10.16. PERFORMANCE MANAGEMENT

Waitemata District shall utilise performance management models in accordance with the following principles.

- (i) Identify at the outset the specific purpose for the performance management. Avoid multiple, general or conflicting purposes.
- (ii) Ensure the process is easily understood and provides valid results.
- (iii) Information relating to individual employees is protected. Record storage and access is managed confidentially.

- (iv) Distinction between and separation of performance management from salary review is maintained.
- (v) Procedural distinction between performance management and disciplinary process is maintained.
- (vi) Measures evidencing performance are acceptable and reliable.

10.17. MANAGEMENT OF WORKLOADS.

The employer acknowledges the increasing intensification of work occurring for employees.

The employer shall facilitate a consultative process between managers and employees within workplaces to:

- a) Develop and establish methods of monitoring service and employee workloads.
- b) Implement interventions to ensure employee workloads maintain safe and healthy work practises while quality of service standards are maintained.
- c) Identify resource shortfalls restricting ability to maintain desired work loads as set within each workplace.

10.18. SAVINGS CLAUSE

Except as specifically varied by this agreement, nothing in this agreement shall operate so as to reduce the wages and agreement conditions of employment applying to any worker at the date of this agreement coming into force.

11. RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS / DISPUTES / PERSONAL GRIEVANCES

In the event of any employment relationship problem arising, Waitemata District and the PSA are committed to adopting a problem-solving approach in the first instance. Other more formal, or legal, processes may be used after all other problem-solving efforts have been exhausted. Personal grievance and dispute procedures will be as outlined in the Employment Relations Act 2000. For further information refer to Human Resources, or the PSA.

11.1. RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

- (a) An employment relationship problem includes a personal grievance, a dispute or any other problem relating to or arising out of the employment relationship, but does not include any problem with negotiating new terms and conditions of employment. An employment relations problem should be raised and discussed with the employee's manager as soon as possible. The employee is entitled to seek advice and assistance from a union representative in raising and discussing the problem. Waitemata DHB will assist wherever possible to resolve problems arising from the employment relationship. Appropriate internal staff may be called upon to resolve problems and disputes. A union representative will be involved at all times at the request of the employee in the resolution of problems and disputes. Internal Waitemata DHB procedures will be followed with a view to ensuring fairness and equity at all times. Outside support systems such as whanau or other support people as the employee chooses may help to resolve problems and disputes. The employee, Employer and union will try in good faith to resolve the problem without the need for further intervention.
- (b) Employees may feel that they have grounds for raising a personal grievance. Personal grievances include unjustified dismissal, unjustified disadvantage, discrimination, sexual harassment, racial harassment, duress related to union membership, and other breaches specified by the Employment Relations Act, section 103(1). If this is the case employees need to raise their grievance within

90 days of the action occurring or the grievance coming to their notice. Except that in relation to alleged sexual harassment, this period can be up to one year.

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

- (c) If the problem is not resolved by discussion, mediation services are available through the Ministry of Business, Innovation, and Employment for resolving any problems or disputes.
- (d) The Employment Relations Authority has jurisdiction to hear and make decisions on employment relationship problems which are referred to it.
- (e) The Employment Court has jurisdiction to adjudicate on all matters which are properly brought before it, if mediation has not worked to resolve the matter or one party is unhappy with the decision of the Employment Relations Authority.

11.2. HARASSMENT PREVENTION

- (a) Employees should refer in the first instance to the provisions and procedures specified in the employer's Harassment Policy. The employee's attention is also drawn to clause 11.1 Employment Relationship Problems. Harassment can take many forms, including sexual harassment, bullying, racial harassment, violence, and other forms of intimidating behaviour.
- (b) Guidelines for Supervisors and Guidelines for Complainants are available from the Human Resources Department.

12. VARIATIONS

This agreement may be varied by agreement between the employer and the PSA. Such agreement shall be in writing and signed by the employer party and the union party.

13. TERM

This agreement shall be deemed to have come into force on 29 September 2024 and shall continue in force until 28 September 2026.

14. SUPERANNUATION

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

WAITEMATA DHB SECURITY OFFICER COLLECTIVE EMPLOYMENT AGREEMENT

ATTESTATION TO THE AGREEMENT

The agreement recorded and detailed within this Collective Agreement is attested to by the duly authorised representatives:

Signed



Shane Wealleans, Organiser
New Zealand Public Service Association Te Pūkenga Here Tikanga Mahi Incorporated

Date: 23/12/2024

Signed



For and on behalf of the Health NZ/Te Whatu Ora:
Fepulea'i Margie Apa
Chief Executive

Date:

APPENDIX 1

Agreement for a Bipartite Relationship Framework

Purpose

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

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

The BRF seeks to:

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

The principles of the relationship framework:

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

The parties agree that they will:

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

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

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

1) Supporting national and local bipartite structures

Bipartite Action Group (BAG)

These structures substitute any existing comparable bi-partite structures.

National Bipartite Action Group (National BAG)

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

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

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

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

Secretarial services shall be provided by DHBSS.

Local BAGs

Where they do not already exist, a BAG will be established in each DHB. The local BAG will provide a forum for workers and their union to engage in discussions and decision making on matters of common relevance. This will not prevent unions discussing individual issues

with the DHB directly. But where the issue/s have relevance to more than one union all relevant parties should have the opportunity to be present and be part of the decision making process.

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

2) Healthy workplaces

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

3) Change Management:

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

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

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

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

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

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

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

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

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

4) Disputes and problem resolution

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

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

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

In the event that the parties can not 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.

HEALTHY WORKPLACE AGREEMENT

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

Achieving healthy workplaces requires:

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

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

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

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

Each party will undertake to promote and model behaviour that demonstrates productive engagement and builds a workplace culture that enables everyone to feel their

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

contribution is valued and respected. Opinions of those performing the work will be sought when new innovations, improvements and changes are required, in a manner consistent with consultation and change management processes referred to below

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

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

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

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

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

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

