



Health New Zealand
Te Whatu Ora

Health New Zealand | Te Whatu Ora
Te Tai Tokerau
&
AWUNZ
Amalgamated Workers Union
New Zealand

PORTERS
COLLECTIVE AGREEMENT

15 June 2024 to 14 June 2026

CONTENTS

| | |
|---|-----------|
| 1.0 Parties | 4 |
| 2.0 Coverage and Application | 4 |
| 3.0 Term | 5 |
| 4.0 Variation | 5 |
| 5.0 Savings | 5 |
| 6.0 Non – Waiver Understanding | 5 |
| 7.0 Definitions | 5 |
| 8.0 Hours of Work | 8 |
| 9.0 Meal Breaks and Rest Periods | 11 |
| 10.0 Remuneration | 12 |
| 11.0 Overtime | 14 |
| 12.0 Penal Rates | 15 |
| 13.0 Call Backs | 15 |
| 14.0 Allowances | 16 |
| 15.0 Uniforms and Footwear | 18 |
| 16.0 Retiring Gratuities | 19 |
| 17.0 Reimbursements | 20 |
| 18.0 Public Holidays | 20 |
| 19.0 Annual Leave | 23 |
| 20.0 Sick Leave | 24 |
| 21.0 Long Service Leave | 26 |
| 22.0 Bereavement Leave | 27 |
| 23.0 Parental Leave | 27 |
| 24.0 Family Violence Leave | 30 |
| 25.0 Jury Service/Witness Leave | 31 |

| | | |
|-------------|---|-----------|
| 26.0 | Policies and Procedures | 31 |
| 27.0 | Employment Relations Education Leave | 32 |
| 28.0 | Right of Entry | 32 |
| 29.0 | Union Meetings | 33 |
| 30.0 | Union Delegate Workplace Representatives | 33 |
| 31.0 | Health and Safety | 34 |
| 32.0 | Accidents | 35 |
| 33.0 | Leave to Attend Meetings | 36 |
| 34.0 | Payment of Wages | 36 |
| 35.0 | Termination of Employment | 37 |
| 36.0 | Deduction of Union Fees | 37 |
| 37.0 | Family Friendly Practices | 37 |
| 38.0 | Indemnity | 38 |
| 39.0 | Harassment Prevention | 38 |
| 40.0 | Resolution of Employment Relations Problems | 40 |
| 41.0 | Cooperation, Consultation, Management of Change and Employee Protection Provisions | 41 |
| 42.0 | Employment Protection Provision | 47 |
| 43.0 | Professional Development | 48 |
| 44.0 | Suspension | 48 |
| 45.0 | Schedules | 49 |
| 46.0 | Letters of Intent | 49 |
| | Signatures | 49 |
| | Appendix One | 50 |
| | <i>Management of Change and National Arrangements</i> | 50 |
| | Appendix Two | 52 |
| | <i>Retiring Gratuities</i> | 52 |

Health New Zealand Te Whatu Ora – Te Tai Tokerau /AWUNZ Collective Agreement

1.0 Parties

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

BETWEEN:

Health New Zealand Te Whatu Ora (The “Employer”)

And

AWUNZ (The “Union”)

2.0 Coverage and Application

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

2.2 The Agreement shall apply to those employees appointed by the employer at the Northland/Te Tai Tokerau District, to positions coming within the classifications provided for in the agreement. The coverage shall not apply to employees employed as managers.

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

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

2.4 Classifications within the agreement.

(i) Employees engaged in orderly/attendant services in the following positions:

Orderly/attendant, security orderly, deputy head orderly/co-coordinator, supervisor, team leaders, porters, head orderlies or the equivalent of any such work.

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

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

- i) That the Collective Agreement exists and covers work to be done by the employee; and
- ii) That the employee may join the union that is a party to the collective agreement; and
- iii) About how to contact the union and any appropriate union material that the union supplies to the employer for giving to new employees.

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

3.0 Term

3.1 This Agreement will commence from 15 June 2024 and expire on 14 June 2026.

4.0 Variation

4.1 Any variation to this Collective Agreement shall be mutually agreed between all the parties and such variation shall be in writing and signed by all the parties (i.e. the employer and the union).

5.0 Savings

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

6.0 Non – Waiver Understanding

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

7.0 Definitions

“Annual base salary” – the hourly rate multiplied by 2086 for a full time employee, pro rata for part time employees.

“Casual employee” means an employee who has no set hours or days of work and who is normally asked to work as and when required. Casual employees cannot be used to replace genuine permanent or temporary situations except to meet business requirements when no other alternative is available. Casuals are entitled to be paid in accordance with Clause 10.

“Duty/shift” means a single, continuous period of work required to be given by an employee, excluding on-call and call-back. A duty shall be defined by a starting and finishing time. Duties shall be morning (AM), afternoon (PM) duties

or night duties. When a major part of a duty falls on a particular day, the whole duty shall be regarded as being worked on that day.

“Employer” means Health New Zealand | Te Whatu Ora

“Employee” means any person employed by the employer at the Northland / Te Tai Tokerau District, whose position is covered by this Agreement.

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

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

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

“Part-time employee” means an employee, who is employed on a permanent basis but works less than the ordinary or normal hours prescribed in this Agreement. Any wages and benefits, e.g. leave, will be pro rata according to the hours worked unless specifically stated otherwise in this Agreement. When additional shifts are required, as a general principle preference will be given in the first instance to part-time employees.

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

From 1 October 2013 continuous service means any period of service with the same employer provided service is not broken by more than three calendar months or by reason of redundancy in which the employee has received redundancy compensation.

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

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

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

“Temporary/Fixed Term Employee” means an employee employed on a full or part-time basis on reasonable grounds for a specified project, or event, or used to replace an employee who for some reason has taken extended leave. A temporary/fixed term employee shall be employed for a fixed term

relating to either time or completion of the work task. There is no expectation of ongoing employment.

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

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

8.0 Hours of Work

The parties note that the Health & 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. In designing and implementing shift rosters to meet service needs the employer recognises the disruption, personal health effects and fatigue associated with shift work. The employer will endeavour to ensure safe staffing levels and appropriate skill mix in work areas to meet their operational requirements and endeavour to minimise the disruption, personal health effects and fatigue associated with shift work.

- 8.1 The ordinary working hours of an employee employed full-time shall be 80 per fortnight.
- 8.2 Employees will normally work 8 hours a duty, except that part-time employees by mutual agreement between the employer and the employee, may work duties of no less than 3 hours. (the employer and the Union can agree variations to less than the three hours that will be recorded in writing and signed).
- 8.3 The pay period shall commence at midnight Sunday/Monday. When a major part of a shift falls on a particular day, the whole shift shall be regarded as being worked on that day.
- 8.4 (i) Every employee shall have two periods of at least 24 hours off duty each week, and except in the case of emergencies or by agreement, these shall be consecutive. Employees are not required to work on their rostered days off i.e. on days 6/7 of their week.
- (ii) These off-duty periods may fall separately no more than once every four weeks for the following reason: at the request of the employee or to facilitate the roster.
- 8.5 (i) A break of at least nine continuous hours must be provided wherever possible between any two periods of duty of a full shift or more.
- (ii) Periods of a full shift or more include (a) periods of normal rostered work; (b) periods of overtime that are continuous with a period of normal rostered work; or full shifts of overtime/call back duty.
- (iii) The requirement to provide a break wherever possible applies whether or not any penalty payment will apply under the provisions of this clause.
- (iv) If a break of at least nine continuous hours cannot be provided between periods of a full shift, the shift is to be regarded as continuous and paid at overtime rates; until a break of at least nine continuous hours is taken, with proper regard to the time at which it occurs and the amount of overtime which precedes it.

- (v) If a call back of less than a full shift is worked between two periods of duty of a full shift or more, a break of nine continuous hours must be provided, either before or after the call back. If such a break has been provided before the call back, it does not have to be provided afterwards as well.
 - (vi) Time spent off duty during ordinary working hours solely to obtain a nine-hour break, shall be paid at ordinary time rates. Any absence after the ninth continuous hour) of such a break, if it occurs in ordinary time, shall be treated as a normal absence from duty.
 - (vii) Overtime and penal rates shall not be paid in respect to the same hours the higher rate will apply.
- 8.6 Notwithstanding the foregoing conditions staff may be permitted to change shifts one with another by mutual arrangement and with the prior approval of the manager. Overtime or other penalty provisions shall not apply in these instances.
- 8.7 Where the employer requires employees to attend classes of instruction or examinations as part of their education, the time so occupied shall be deemed to form part of their hours of work.
- 8.8 Employees will not be required to change between day and night duties more than once in any 80-hour fortnight except in cases of emergency or by mutual agreement should the employee, on a one-off basis, request a more frequent change.
- 8.9 Those employees who work a night shift, which straddles a public holiday, shall be paid at public holiday rates for those hours, which occur on the public holiday, and the applicable rates for the remainder of the shift. One alternative holiday shall apply in respect of each public holiday or part thereof worked.
- 8.10 Changing Time
- Where an employee is required by the employer to wear specific uniform/protective clothing in a particular area and is not permitted to wear that uniform/protective clothing other than within the precincts of the hospital, the employee shall be allowed a period of six minutes, both at the commencement and cessation of each duty, as changing time.
- 8.11 Where the employer clearly identifies that permanent alterations in staff hours are required the hours of work may be varied by agreement between the employees affected, the union and the employer. Such agreement shall be in writing and signed.
- 8.12 Duty hours must be consecutive except for unpaid meal breaks, the duration of which shall not be greater than one hour.
- 8.13 Rosters will be published not less than 14 days prior to commencement of the roster provided that less notice may be given in exceptional circumstances. Rosters posted will show duties for a minimum 14-day period. Changes in rosters

once posted shall be by mutual agreement. To facilitate roster preparation, where possible requests for annual leave should be made at least 14 days prior to the publication of the roster. The employer will respond to any employee notice within 5 days of it being submitted.

- 8.14 In specific instances, i.e. shifts of longer or variable lengths, the ordinary hours for a full time employee can be averaged over a roster cycle of greater than one fortnight e.g. an employee who works 12-hour shifts may work 120 hours over a 3-week roster and be considered fulltime. No employee shall be required to work more than a 12-hour rostered shift.
- (a) Alternative hours of work may be implemented by agreement between the employer, the employees directly affected and the union. Such agreement shall be in writing and signed by the representatives of the parties. It is recognised that some areas may continue to utilise the standard eight-hour roster alongside the 10/12 hours rosters. An employee who elects to opt out of working 10/12 hour rosters shall give a minimum of four weeks' notice. If a party to this Agreement wishes, for health and safety reasons, to change the above roster patterns, they shall engage in a process of consultation consistent with Clause 40 in order to do so.
 - (b) 10 and 12-hour shifts are not recommended as a standard rostering pattern and shall occur only where clear clinical / service rationale supports this practice. Such shift patterns shall not compromise those employees who elect to work an eight-hour roster.
 - (c) Any 10 and 12 hour shifts shall be subject to (a) above.
 - (d) Every employee shall have at least 2 consecutive 24 hour periods off duty each week. No employee working 10 hours per rostered shift shall work more than five consecutive duties. Where five consecutive 10 hour duties are worked, the employee must then have a minimum of 3 consecutive 24 hour periods off duty. No employee working 12 hours per rostered shift shall work more than 4 consecutive duties. Where 4 consecutive 12 hour duties are worked, by agreement with the employee, then the employee must then have a minimum of 4 consecutive 24 hour periods off duty. It is recognised that 3 consecutive 12 hours shifts is the preferred maximum. Where 3 consecutive 12 hour shifts are worked, the employee must have a minimum of 3 consecutive periods 24 hours off duty. Notwithstanding the foregoing, these off duty periods may fall separately no more than once every four weeks at the request of the employee or to facilitate rostering.
 - (e) Meal Breaks and rest periods shall be observed in accordance with clause 9.0. In addition, an employee who works a 12 hour shift shall be allowed two meal breaks, one paid and one unpaid, each of not less than half an hour. The second meal break is to be taken after having worked eight hours of the shift. Such meal breaks shall be arranged to be spaced as near as possible at equal intervals.

- (f) Minimum breaks between duties: No 12 hour roster shall contain breaks between duties of less than eleven consecutive hours. No 10 hour roster shall contain breaks between duties of less than nine consecutive hours. If the actual breaks are not achieved then the payment provisions of the overtime clause 11.0 shall apply. Note: If the employee requests a lesser break, the overtime payments will not apply.
- (g) Overtime - the following payments shall apply:
 - (i) Ten hour shifts: T1 .5 after 10 hours for the 11th hour, then T2 for all hours worked thereafter;
 - (ii) Twelve hour shifts: T2 for all hours worked in excess of a rostered 12 hour shift;
 - (iii) For those fulltime employees working 12 hour shifts, overtime shall apply after 120 hours averaged over 3 weeks (Clause 11.1 shall apply);
 - (iv) For all other employees working alternative hours of work, overtime shall apply after 80 hours per fortnight (Clause 11.1 shall apply).
- (h) Annual Leave / Sick Leave: each day of annual leave or sick leave shall be calculated and paid according to the number of hours rostered to work on the day of such leave.
- (i) Every employee who completes one year on alternative hours of work as above shall receive one-week shift leave in place of the provisions set out in clause 19.9.

8.15 No employee shall be required to work more than 12 consecutive hours where their normal shift is of 8, 10 or 12 hours duration except in an emergency.

8.16 Wherever possible an employee changing duties on consecutive days shall be rostered off for a minimum of 12 consecutive hours.

9.0 Meal Breaks and Rest Periods

9.1 Except when required for urgent or emergency work and except as provided in 9.2 below, no employee shall be required to work for more than five hours continuously without being entitled to a meal break of not less than half an hour. There will be only one meal break of not less than half an hour during a 10 hour shift.

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

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

9.4 Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, and the equivalent breaks for night duty where these occur during duty, shall be recognised as time worked.

9.5 During the meal break or rest breaks prescribed above, free tea, coffee, milk and sugar shall be supplied by the employer. Where it is impractical to supply tea, coffee, milk and sugar free of charge, an allowance of \$5.00 per week in lieu shall be paid. This allowance shall continue during all periods of leave except leave without pay.

10.0 Remuneration

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

Porters

| | | 17 June 2024 | 1 July 2025 |
|---|----------------------------------|--------------|-------------|
| 5 | Qualified | \$30.99 | \$31.96 |
| 4 | 3+ Years Service | \$30.09 | \$31.03 |
| 3 | 2 to 3 Years Services | \$29.21 | \$30.13 |
| 2 | 1 to 2 Years Service | \$28.40 | \$29.25 |
| 1 | Commencement / < 1 Years Service | \$27.80 | \$28.63 |

Supervisors

| | | 17 June 2024 | 1 July 2025 |
|---|----------------------------------|--------------|-------------|
| 4 | Qualified | \$33.88 | \$34.93 |
| 3 | 2 + Years Services | \$32.89 | \$33.91 |
| 2 | 1 to 2 Years Service | \$31.93 | \$32.92 |
| 1 | Commencement / < 1 Years Service | \$30.99 | \$31.96 |

10.2 Translation to new pay structure

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).
- Except that supervisors who are on the existing Grade 4 of the Supervisors pay scale at the date of translation will move to step 4

(qualification step) regardless of whether they hold the relevant qualification.

10.3 Placement in Scale and Progression Through Steps

10.3.1 Placement in a pay scale and upward progression through the steps in the pay scale 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 anniversary date – the date the employee commenced employment in their current pay progression group.
- Employees move to the next step in the scale after 12 months and continue up to the maximum auto-progression step. This is step 3 for Supervisors and Step 4 for Porters.
- The highest step for each pay progression group 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 (Porters) or Level 4 (Supervisors) Certificate relevant to the work performed.

10.3.2 Employees moving between pay scales

- Employees will normally move between one pay scale to another on appointment to a position.
- On being appointed to a role in another pay scale, the employee will not have their pay reduced and they will be appointed to first higher rate in the new scale above their existing pay rate. The exception being if the first higher rate in the new group is a qualification step the employee must have the relevant qualification to move to this step.
- The salary anniversary date is the date the employee started in the role in that pay scale.

10.3.3 Qualification Step

- 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 (porter) or Level 4 (supervisor) Certificate relevant to the work performed.
- 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

and implementing the 13 steps set out in Appendix Three of this Agreement.

- Changes to the agreed qualifications will be by agreement of the parties only.

10.4 Temporary relief of a position

An employee required to relieve a position qualifying for a higher rate of pay shall be paid an additional allowance of \$2.70 per hour for all hours worked in that position.

10.5 Designated NZQA Assessors or Trainers

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

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

10.6 Designated Instructor

Designated instructor training is:

- the training/instructing of specific skills or knowledge within a defined service;
- training that is not directly associated with a obtaining a NZQA qualification.

Note: Designated Instructor training does not include orientation, induction or other similar tasks

Designated Instructors who have been requested by the employer to undertake training of another person(s) and shall be paid an allowance, in addition to their usual rate of pay, of \$1.08 per hour of training delivered.

11.0 Overtime

- 11.1 Overtime is time worked in excess of eight hours per day or the rostered duty whichever is greater, (this overtime can occur before or after the normal rostered work), or 80 hours per two-week period, when such work has been authorised in advance. 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.

Note Overtime worked is calculated on a daily basis.

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

11.3 Those employers who pay overtime rates for work on an employee's rostered day(s) off shall not change this practice through the coming into the effect of this agreement.

12.0 Penal Rates

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

(i) Night shift rate - 25% (T0.25)

The night rate applies to ordinary hours of work (other than overtime) that fall between 8.00pm and 6.00am from midnight Sunday/Monday to midnight Friday/Saturday

(ii) Weekend rate— 50% (T0.50)

The weekend rate applies to ordinary hours of work worked after midnight Friday/Saturday until midnight Sunday/Monday.

(iii) Public holiday rate -100% (T1)

The public holiday rate applies to all hours of work worked on a public holiday.

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

13.0 Call Backs

A call back is overtime and paid at the applicable overtime rate. An employee shall be paid for a minimum of three hours, or for actual working and travelling time, whichever is the greater, when the employee:

(a) Is called back to work after completing the day's work and having left the place of employment; or

(b) Is called back before the normal time of starting work and does not continue working until such normal starting time;

(i) Call-backs commencing and finishing within the minimum period covered by an earlier call back shall not qualify for payment. Where a call back commences before and continues beyond the end of the minimum period of a previous call back, the employee shall receive payment as if the employee had worked continuously from the beginning of the previous call back to the end of the later call back.

(ii) The employer shall either

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

14.0 Allowances

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

14.2 **On Call** - In the interests of healthy rostering practices, the parties agree that the allocation of on-call time should be spread as evenly as practicable amongst those required to participate in an on-call roster.

- (i) An employee instructed to be on call during normal off duty hours shall be paid an on-call allowance of \$4.04 per hour except on public holidays when the rate shall be \$6.06 per hour.
- (ii) The on call allowance is payable for all hours the employee is rostered on call including time covering an actual call out.
- (iii) Unless by mutual agreement or in emergencies, no employee shall be required to remain on call for more than 40% of the employee's off-duty time in any three-weekly period.
- (iv) In services where the employer's operational requirements and staffing levels permit, employees working seven day rosters should not be rostered on call on their rostered days off.
- (v) An employee who is required to be on call and report on duty within 20 minutes shall have access to an appropriate locater or a cell phone.

14.3 Post- Mortem/Body Removal

14.3.1 (a) Attendants/orderlies required to assist actively with a post-mortem examination shall be paid an additional \$10.81 per post-mortem;

(b) In the case of attendants/orderlies assisting with police cases and being required to handle a body that is in a mutilated or partly decomposed state, the payment prescribed shall instead be \$16.22.

14.3.2 Body removal allowance - Attendants who are required to collect and/or return, transport, and place bodies in a mortuary or associated area such as a viewing room shall be paid an allowance of \$4.32 per removal. Any attendant who objects to removing dead bodies may elect not to do so provided that the employer may direct the attendant to remove a dead body where no other attendant is readily available to carry out the duty.

In accordance with Health, Safety and Wellbeing policies and tikanga, an employee's request to take a break following body removal will be given favourable consideration

14.4 **Broken Shifts** - Where an employee works broken shifts, the shifts must be completed within 12 hours, computed from starting to finishing time, including meal hours. Non-resident workers employed on broken shifts shall be paid \$27.03 per week in excess of the ordinary weekly wages provided in this agreement, or \$5.41. per day for relieving, casual or part-time workers

14.5 Higher Duties Allowance

14.5.1 A higher duties allowance shall be paid to an employee who, at the request of the employer is substantially performing the duties and carrying the responsibilities of a position or grade higher than the employee's own.

14.5.2 Except as provided for under the clause below, the higher duties allowance payable shall be \$3.00 per hour provided a minimum of 8 consecutive hours of qualifying service is worked per day or shift.

14.5.3 Where an employee performs the duties of the higher position for more than five consecutive days, the allowance payable shall be the difference between the current salary of the employee acting in the higher position, and the minimum salary the employee would receive if appointed to that position where that is higher than the higher duties allowance in 14.5.2.

14.5.4 Rostered higher duties: Where cover for higher positions is part of a regular roster the rate of employee undertaking this cover will change to the rate for the higher position for all hours worked in the higher position.”

15.0 Uniforms and Footwear

15.1 General

15.1.1 Except as otherwise specified in this document, where the employer requires an employee to wear a particular uniform, footwear or specified items of clothing while on duty, this shall be supplied free of charge. Where required to wear a uniform full-time employees shall be issued with at least three sets of uniforms with two sets issued if working for less than 5 days a week. Suitable protective clothing and footwear shall be provided at the employer's expense where the work involves the risk of excessive soiling or damage to uniforms or protective clothing or a risk of injury to the employee. Uniforms and footwear may not be used by the employee outside of work hours, other than for work travel purposes.

15.1.2 Except as otherwise specified in the document, all uniforms, protective clothing and footwear supplied by the employer shall remain the property of the employer and shall be replaced on a fair wear and tear basis. Uniforms, protective clothing and footwear shall be handed in on being supplied with a replacement, on termination of employment or at such other time as the Employer may require. For any uniforms, protective clothing and footwear not accounted for when requested for above, the employer may make a deduction from the employee's wages. The rate of deduction shall be the cost of the item not accounted for after due allowance has been made for fair wear and tear, and shall be agreed upon between the employer and the Union.

15.1.3 An employee shall be reasonably compensated for damage to personal clothing worn on duty, or reimbursed dry cleaning charges for excessive soiling to personal clothing worn on duty, provided the damage or soiling was not a result of the employee's negligence, or failure to wear the protective clothing provided. Each case shall be determined on its merits by the employer.

15.1.4 Where an employee is required in the course of their duties to be outside in bad weather, the appropriate wet weather protective clothing shall be made available by the employer.

15.3 Protective Clothing

15.3.1 The following shall apply to:

- (a) Employees required to work outside in bad weather, shall be supplied with oilskins, caps and gumboots. In lieu of gumboots, galoshes and waterproof leggings may be supplied.

- (b) Employees required to scrub or wash out with caustic soda or similar corrosive cleaning agent, shall be supplied by the employer with gumboots.
- (c) Suitable clean protective clothing shall be made available by the employer where the nature of a particular duty or duties would either continuously or intermittently render an employee's personal clothing or uniform liable to excessive soiling or damage or expose the employee's person to injury or excessive discomfort through biological, chemical, or physical hazards.

15.4 Footwear

All employees shall be either be provided with footwear or given a voucher to allow them to purchase suitable footwear from designated footwear providers and footwear ranges. *When purchasing footwear, the maximum value of the footwear is to be \$200.00 and agreed with the manager before purchase.* Orthotic adjustments will be funded by the employer. Footwear so purchased shall be replaced on a fair wear and tear basis.

15.5 Laundry

- 15.5.1 Items of uniform and protective clothing supplied by the employer shall be laundered by the employer.

16.0 Retiring Gratuities

- 16.1 Retiring Gratuities are available to employees who are retiring where those provisions were in place prior to or after 30 June 2007. The Northland/Te Tai Tokerau District-specific provisions are attached as Appendix 2 to this Collective Agreement. All cut off and implementation dates expressed will continue to apply.

17.0 Reimbursements

17.1 Travelling Expenses and Incidentals

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

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

18.0 Public Holidays

18.1 In accordance with the Holidays Act the following days shall be observed as Public Holidays:

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

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

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

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

- (c) Where an employee is not required to work that Saturday or Sunday, observance of the holiday shall be transferred to the following Monday and/or Tuesday in accordance with the provisions of Sections 45(1)(b) and (d) and 45 A(1)(b) of the Holidays Act 2003. For the purposes of this clause an employee is deemed NOT to have been required to work if they were NOT rostered on duty, or on-call, or were on-call but not called back to work, or did not work overtime.
- 18.3 In order to maintain essential services, the employer may require an employee to work on a public holiday when the public holiday falls on a day which, but for it being a public holiday, would otherwise be a working day for the employee.
- 18.4 When an employee works on a public holiday which would otherwise be a working day for the employee, they will be paid at time one (T1) in addition to the ordinary hourly rate of pay, for each hour worked (as per Clause 12.1 (iii) and they shall be granted an alternative holiday. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.
- 18.5 Should Christmas Day, Boxing Day, New Year's Day or 2 January fall on a Saturday or Sunday, and an employee is required to work (including being on call and called out, or working overtime) on both the public holiday and the week day to which the observance would otherwise be transferred, the employee will be paid in accordance with clause 18.4 for time worked on the public holiday and then at weekend rates for the time worked on the corresponding weekday. Only one alternative holiday will be granted in respect of each public holiday.
- 18.6 Should Waitangi Day or Anzac Day fall on a Saturday or Sunday, and an employee is required to work (including being on call and called out, or working overtime) on both the public holiday and the week day to which the observance would otherwise be transferred, the employee will be paid in accordance with clause 18.4 for time worked on the public holiday and then at ordinary rates for the time worked on the Monday. Only one alternative holiday will be granted in respect of each public holiday.
- 18.7 An employee who is on call on a public holiday but is not called in to work, shall be granted an alternative holiday, except where the public holiday falls on a Saturday or Sunday and its observance is transferred to a Monday or Tuesday which the employee is required to work, in which case an alternative holiday shall be granted in respect to the transferred day only and taken and paid as specified in the Holidays Act 2003.
- 18.8 Those employees who work a night shift which straddles a public holiday shall be paid at public holiday rates for those hours which occur on the public holiday and the applicable rates for the remainder of the shift. One alternative holiday shall apply in respect of each public holiday or part thereof worked.
- 18.9 Off duty day upon which the employee does not work:
- (a)(i) Fulltime employees –
Where a public holiday falls on a rostered day off, and the employee does not work, they shall be granted an alternative holiday.

(a)(ii) Where a public holiday falls on a weekend day, which is the employees day off, and the employee does not work, and the public holiday transfers under the Holidays Act to a Monday or Tuesday, which is also the employees day off, and the employee does not work, they shall be granted an alternative holiday. They shall be granted one alternative day only in respect of a public holiday.

(a)(iii) Alternative holidays granted under this sub-clause are paid at T1 rate only.

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

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

18.10 Public holidays falling during leave:

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

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

(c) Leave on reduced pay
An employee, during a period on reduced pay, shall be paid at the relevant daily pay for public holidays falling during the period of such leave.”

19.0 Annual Leave

- 19.1 Casual employees shall be paid 8% of gross taxable earnings in lieu of annual leave to be added to the salary paid for each engagement. No other parts of this clause apply to casual staff.
- 19.2 Employees other than casuals, shall be entitled to 4 weeks annual leave paid in accordance with the Holidays Act 2003 and subject to the other provisions of this clause, except that on completion of 5 years recognised current continuous service the employee shall be entitled to 5 weeks annual leave. For the purposes of this clause "current continuous service" shall be either any continuous service with any DHB or its predecessors, which has not been broken by an absence of more than three months. However, where the employee remains engaged on related work or study whilst absent, the period of three months shall extend to twelve months.
- 19.3 The term "leave year" means the year ending with the anniversary date of the employee's appointment.
- 19.4 The employee will give at least 14 days-notice of intention to take annual leave and the employer may permit an employee to take annual leave in one or more periods. Except for leave applications covering any dates in the period 15 December to 15 January inclusive the employer will respond to the employee notice with a decision (approved/declined) within 7 days of it being submitted.
- 19.5 The employer may permit all or part of the annual leave accruing in respect of a leave year to be postponed to the next following year but the annual leave entitlement at any one time shall not exceed the total of annual leave accruing in respect of two leave years.
- 19.6 Providing that where an employee is on continuous leave without pay due to illness or accident the employee will be permitted to take or accumulate leave for up to two years. After this an employee will not qualify for any further period of leave until duty is resumed.
- 19.7 When an employee ceases duty, salary shall be paid for accrued annual leave and the last day of service shall be the last day of duty.
- 19.8 The provisions of the Parental Leave and Employment Protection Act 1987 shall apply in relation to annual leave when an employee takes a period of parental leave or returns to work from parental leave in accordance with clause 23 of this Agreement

- 19.9 **Shift Employees** –Employees who work rotating shift patterns or those who work qualifying shifts shall be entitled, on completion of 12 months employment on shift work, to up to an additional 5 days annual leave, paid at the appropriate pro-rata rate for part-time employees, based on the number of qualifying shifts worked. The entitlement will be calculated on the annual leave anniversary date.

Qualifying shifts are defined as a shift that involves at least 2 hours work performed outside the hours of 8.00am – 5.00pm, excluding overtime.

| Number of qualifying shifts per annum | Number of days additional leave pa |
|--|---|
| 120 or more | 5 days |
| 96 – 120 | 4 days |
| 71 – 95 | 3 days |
| 46 – 70 | 2 days |
| 20 – 45 | 1 days |

Note: The entitlement cannot exceed a maximum of 5 days in any leave year.

19.10 **Conditions**

1. Part time employees shall be entitled to annual leave on a pro rata basis except that the number of shift leave days shall not be pro-rated.
2. Annual leave may be granted in one or more periods in accordance with the Holidays Act 2003, the employee shall be given the opportunity to take two weeks leave at one time.
3. An employer may allow an employee to take an agreed portion of the employee's annual holiday entitlement in advance.
4. Annual leave is to be taken within 12 months of entitlement becoming due; In special circumstances the employer may allow an employee to accrue annual leave to a maximum of two years entitlement.

20.0 **Sick Leave**

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

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

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

20.3 Service for the purposes of this clause shall mean "current continuous service" except that any employee employed as at 1 July 2007 shall retain their current service date recognised by the employer in respect to sick leave.

20.4 The Employer may require a medical certificate for sick leave of three or more consecutive calendar days, whether or not the days would otherwise have been working days for the Employee.

20.5 An Employee shall notify the Employer prior to the commencement of their shift on any day of absence due to illness.

20.6 An employee may take sick leave if

- (i) The employee is sick or injured;
- (ii) The employee's spouse is sick or injured;
- (ii) A person who depends upon the employee for care is sick or injured.

20.7 Sick Leave in Relation to Annual Leave

(a) When sickness occurs during annual leave the employer shall permit the period of sickness to be debited against sick leave entitlement, except where the sickness occurs during leave following relinquishment of offices, provided;

(i) The employee produces a medical certificate, showing the nature and duration of the illness.

20.8 In the event an employee has no entitlement left they are entitled to apply for up to ten (10) days discretionary leave per annum. The employer recognizes that discretionary sick and domestic leave is to ensure the provision of reasonable support to staff that have to be absent from work where their entitlement is exhausted.

i) The first five (5) days of discretionary leave shall be approved on the same basis as leave under clause 21.1.

ii) In considering the next five (5) days of discretionary leave the employer shall take into account the following:

- The employee's length of service
- The employee's attendance record
- The consequences of not providing the leave
- Any unusual and/or extenuating circumstances

The parties agree that extenuating circumstances will include instances where an employee has exhausted their sick leave entitlement as a result of top-ups to earnings related to compensation in accordance with Clauses 32.1 or 32.2

Requests should be considered at the closest possible level of delegation to the employee in the quickest time possible. Reasons for a refusal shall, when

requested by the employee, be given in writing and before refusing a request, the decision maker is expected to seek appropriate guidance.

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

20.10 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, employers may at its discretion, either:

- (i) Place the employee on suitable alternative duties; or
- (ii) Direct the employee to take leave on payment on full pay (RDP). Such leave shall not be a charge against the employees sick leave entitlement.

21.0 Long Service Leave

21.1 Except where additional long service leave is provided for in the schedules attached to this Agreement, the following minimum entitlement shall apply only to Te Tai Tokerau employees who were covered and employed at that district on 25 June 2018:

- a) Employees shall be entitled to one special holiday of four weeks to be taken after the completion of 20 years continuous service with the employer.
- b) Special holidays provided for in sub-clause (a) of this clause shall be taken and paid for in the same manner as for annual holidays under the Holidays Act 2003 and may be taken on one or more periods as shall be fixed by the Employer after agreement with the Employee.
- c) If the Employee, having become entitled to a special holiday, leaves his or her employment before such holiday has been taken, he or she shall be paid in lieu thereof at the ordinary rate.

21.2 New employees shall be entitled to long service leave of one week upon completion of each five-year period of recognised service as per clause 7. Recognised service shall only be counted from 1 July 2018 or the actual start date (whichever is later).

21.3 Long Service Leave will be paid for each week of leave on the same basis as annual leave. This will be based on the employees FTE status at the time of taking the leave. Long service leave is to be taken in a consecutive block of five days before the next five day long service leave entitlement is reached.

21.4 Employees employed by the employer on 25 June 2018 will remain on the long service leave provisions in the Collective Agreement sub-clause 21.1 or schedules of this Collective Agreement until such entitlement is exhausted after which sub-clause 21.2 applies.

21.5 An employee covered by clause 21.1 may choose to opt into the provision of sub-clause 21.2 earlier, provided this opt-in process is completed by 1 July 2019.

22.0 Bereavement Leave

- 22.1 The employer shall approve special bereavement leave on pay for an employee to discharge any obligation and/or to pay respects to a Tupapaku/deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent). The length of time off shall be at the discretion of the employer and should not be unreasonably withheld and will be exercised in accordance with the Holidays Act 2003.
- 22.2 If a bereavement occurs while an employee is absent on annual leave, sick leave on pay or any other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of clause 22.1 above. This provision will not apply if the employee is on leave without pay.
- 22.3 In granting time off therefore, and for how long, the employer must administer these provisions in a culturally appropriate manner, especially in the case of Tangihanga.
- 22.4 The employer agrees that on application, it may be appropriate, to grant leave without pay in order to accommodate various special bereavement needs not recognised in clause 22.1 above.

23.0 Parental Leave

- 23.1 Statement of principle - The parties acknowledges the following provisions are to protect the rights of employees during pregnancy and on their return to employment following parental leave.
- 23.2 Entitlement and eligibility - provided that the employee assumes or intends to assume the primary care of the child born to or adopted by them or their partner, the entitlement to parental leave is:
- (i) In respect of every child born to them or their partner.
 - (ii) In respect of every child up to and including five years of age, adopted by them or their partner.
 - (iii) Where two or more children are born or adopted at the same time, for the purposes of these provisions the employee's entitlement shall be the same as if only one child had been born or adopted.
- 23.3 (i) Parental leave of up to 12 months is to be granted to employees with at least one year's service at the time of commencing leave.
- (ii) Parental leave of up to six months is to be granted to employees with less than one year's service at the time of commencing leave. Provided that the length of service for the purpose of this clause means the aggregate

period of service, whether continuous or intermittent, in the employment of the employer.

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

23.4 In cases of adoption of children of less than five years of age, parental leave shall be granted in terms of 23.2 and 23.3 above, providing the intention to adopt is notified to the employer immediately following advice from the appropriate services to the adoptive applicants that they are considered suitable adoptive parents. Subsequent evidence of an approved adoption placement shall be provided to the employer's satisfaction.

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

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

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

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

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

23.9.1 Job protection

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

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

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

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

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

23.10.2 Where the employer is not able to hold a position open, or to fill it temporarily until an employee returns from parental leave, or fills it permanently on the basis of it being a key position, and, at the time the employee returns to work, a similar position (as defined in 23.8 (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 23.10.2.(i) above for up to 12 months; or

(iii) the appointment of the employee to a different position in the same location, but if this is not acceptable to the employee the employee shall continue on extended parental leave in terms of 23.9(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 23.9(b), the employee's previous position or a similar position becomes available, then the employee shall be entitled to be appointed to that position; or

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

23.11 If the employee declines, the offer of appointment to the same or similar position in terms of sub clause 23.9.1 above, parental leave shall cease.

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

23.13 Parental leave absence filled by temporary appointee - If a position held open for an employee on parental leave is filled on a temporary basis, the

employer must inform the temporary appointee that their employment will terminate on the return of the employee from parental leave.

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

23.15 Paid Parental Leave – Where an employee takes parental leave under this clause, meets the eligibility criteria in 23.2 (i.e. they assume or intend to assume the primary care of the child), and is in receipt of the statutory paid parental leave payment in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 the employer shall pay the employee the difference between the weekly statutory payment and the equivalent weekly value of the employee's base salary (pro rata if less than full-time) for a period of up to 14 weeks.

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

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

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

24.0 Family Violence Leave

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

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

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

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

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

25.0 Jury Service/Witness Leave

- 25.1 Employees called on for jury service are required to serve. Where the need is urgent, the Employer may apply for postponement because of particular work needs, but this may be done only in exceptional circumstances.
- 25.2 An employee called on for jury service may elect to take annual leave, leave on pay, or leave without pay. Where annual leave or leave without pay is granted or where the service is performed during an employee's off duty hours, the employee may retain the juror's fees (and expenses paid).
- 25.3 Where leave on pay is granted, a certificate is to be given to the employee by the Employer to the effect that the employee has been granted leave on pay and requesting the Court to complete details of juror's fees and expenses paid. The employee is to pay the fees received to the employer but may retain expenses.
- 25.4 Where leave on pay is granted, it is only in respect of time spent on jury service, including reasonable travelling time. Any time during normal working hours when the employee is not required by the Court, the employee is to report back to work where this is reasonable and practicable.
- 25.5 Where an employee is required to be a witness in a matter arising out of his/her employment, he/she shall be granted paid leave at the salary rate consistent with their normal rostered duties. The employee is to pay any fee received to the Employer but may retain expenses.

26.0 Policies and Procedures

- 26.1 All employees covered by the Agreement shall comply with the employer's policies and procedures in force from time to time, to the extent that such policies and procedures are not inconsistent with the terms and conditions of this Agreement.
- 26.2 The union will be consulted regarding any addition/amendments to those policies and procedures where such additions/amendments have a material effect on employees' conditions of employment.
- 26.3 **Leave without Pay** - All employees may apply for leave without pay, providing that such leave is mutually agreed between the employer and the employee, and is in accordance with the employer's policy on leave without pay.
- 26.4 Insurance protection for employees travelling on work related business is provided in accordance with the employer's insurance policy.

27.0 Employment Relations Education Leave

27.1 The Employer shall grant leave on pay for employees party to this Collective Agreement to attend courses authorised by the union to facilitate the employee's education and training as employee representatives in the workplace.

27.2 The numbers of days education leave granted is based on the following formula

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

Note - FTE means Full time Equivalent Eligible Employees

27.3 For the purposes of calculating the number of full-time equivalent eligible employees employed by an employer

(a) an eligible employee who normally works 30 hours or more during a week is to be counted as 1:

(b) an eligible employee who normally works less than 30 hours during a week is to be counted as one-half

27.4 The union shall send a copy of the programme for the course and the name of employees attending at least 20 consecutive days prior to the course commencing.

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

27.6 The provision of Part 7 of the Employment Relations Act 2000 shall apply where any provision or entitlement is not provided for, or is greater than specified above.

28.0 Right of Entry

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

29.0 Union Meetings

- 29.1 Union members shall be entitled to up to a total of 4 hours leave per calendar year on ordinary pay to attend meetings authorised by the union providing the following conditions are fulfilled.
- 29.2 The union shall give the employer at least 14 days' notice of the date and time of any union meeting to which clause 29.1 is to apply.
- 29.3 The union shall make such arrangements with the employer as may be necessary to ensure that the employer can maintain their business during any union meeting, including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the employer's operation to continue.
- 29.4 Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any union member for a period greater than two hours in respect of any meeting.
- 29.5 Only union members who actually attend a union meeting during their working hours shall be entitled to pay in respect of that meeting and to that end the union shall supply the employer with a list of members who attended and shall advise the employer of the time the meeting finished.

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

30.0 Union Delegate Workplace Representatives

- 30.1 The employer accepts that employee job delegates are the recognised channel of communication between the union and the employer in the workplace.
- (i) Accordingly paid time off (at ordinary time rates T1) shall be allowed for recognised employee delegates to attend meetings with management, consult with union members, and other recognised employee job delegates and union officials, to consult and discuss issues such as management of change, staff surplus, and representing employees.
 - (ii) Prior approval for such meetings shall be obtained from management. Such approval shall not be unreasonably withheld. The amount of paid time off and facilities provided shall be sufficient to enable delegates and Convenors of delegates (where these positions exist) to give adequate consideration to the issues in the workplace.
 - (iii) Where recognised workplace activities are required outside working hours, delegates may at the employers sole discretion be

paid at ordinary rates or granted time in lieu on a time for time basis.

- (iv) The Employer may agree to the release on unpaid leave of a delegate who is seconded to work for the Union for an agreed period of time.
- (v) Delegates shall, on request, be supplied by the Employer with a notice board or part thereof in the workplace that is reserved for the display of union notices and information.

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

31.0 Health and Safety

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

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

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

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

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

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

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

- 31.8 No employer shall require any employee to lift, carry or move unaided any load so heavy that its lifting, carriage or movement would be likely to injure the employee.
- 31.9 All electric polishing and scrubbing machines and vacuum cleaners and their leads shall be checked by a registered electrician at intervals not exceeding six months.
- 31.10 Employees shall be instructed in fire safety procedures. Employees may also be instructed in fire-fighting methods and in the use of fire-fighting appliances and the location of fire escapes.
- 31.11 The employer shall ensure that no employee shall be required to undertake any work without proper instruction as to the dangers likely to arise in connection with that work and appropriate training as to the precautions to be taken to avoid those dangers. An employee's knowledge and experience may be taken into account in determining the nature of the training given.

32.0 Accidents

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

33.0 Leave to Attend Meetings

- 33.1 The Employer shall grant paid leave (at ordinary rates T1) to Employees required to attend formal meetings of any statutory registration body that the employee is required to be certified by in order to undertake their contracted duties; except where the matter arises out of employment with another employer.
- 33.2 Paid leave shall also be granted where an Employee is required to attend meetings of Boards or Statutory Committees provided that the appointment to the Board or Committee is by ministerial appointment.
- 33.3 Any remuneration received by the Employee for the period that paid leave was granted shall be paid to the Employer.

34.0 Payment of Wages

- 34.1 Employees will be paid fortnightly or weekly in arrears by direct credit. Where errors have occurred as a result of employer action or inaction, corrective payment must be made within one working day of the error being brought to the employer's attention.
- 34.2 Where an employee has taken leave in advance of it becoming due, and the employee leaves before the entitlement has accrued, the employer will deduct the amount owing in excess of entitlement from the employee's final pay.
- 34.3 Any monies agreed, as being owed by the employee to the employer upon termination will be deducted from the employee's final pay.
- 34.4 The employees shall complete timesheets as required by the employer. Wherever practicable any disputed items shall not be changed without first referring it to the affected employee.
- 34.5 Overpayment Recovery Procedures: Attention is drawn to the Wages Protection Act 1983. The provisions of this Act, or any amendment or Act passed in substitution for this Act, shall apply.
- 33.6 The employer shall use its best endeavours to direct credit payment of wages into the employee's bank account one clear day prior to a public holiday.

35.0 Termination of Employment

- 35.1 Either the Employer or Employee may terminate the employment agreement with two weeks written notice, unless otherwise negotiated with the employer. Agreement for a shorter notice period will not be unreasonably withheld. When the agreed notice is not given, the unexpired notice may be paid or forfeited by the party failing to give the agreed notice.
- 35.2 This shall not prevent the employer from summarily dismissing any employee without notice for serious misconduct or other good cause in accordance with the employer's disciplinary procedures and/or rules of conduct.
- 35.3 Abandonment of Employment- An employee absent from work for three consecutive working days without notification to the employer or without appropriate authorisation from the employer will be considered by the employer as having terminated their employment without notice; unless the employee is able to show they were unable to fulfil their obligations under this section through no fault of their own. The employer will make reasonable efforts to contact the employee during the three days period of un-notified absence.

36.0 Deduction of Union Fees

- 36.1 The employer will deduct union fees from the wages of union members when authorised in writing by members and shall remit such monies to the union at agreed intervals that shall be no greater than monthly. The monies will be paid by direct credit to the union's bank account, with an identifying reference. The employer shall simultaneously forward to the union via e-mail where possible or by post a schedule detailing the name of the employee, value of deductions, and where possible site and details of the period covered by the remittance.

37.0 Family Friendly Practices

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

37.1 Reappointment after Absence due to Childcare

- 37.1.1 Employees who resign to care for a dependant pre-school child or children may apply to their former employer for preferential re-appointment.
- 37.1.2 The total period of childcare absence allowed is four years plus any increases in lieu of parental leave. Longer absence renders a person ineligible for preferential appointment.
- 37.1.3 The employer shall make every effort to find a suitable vacancy for eligible applicants as soon as their eligibility for preferential re-entry is established.

Appointment to a position may be made at any time after the original notification of intention to return to work, provided the appointee agrees.

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

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

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

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

38.0 Indemnity

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

38.2 The indemnity shall not apply to any employee acting outside the course of his or her employment and will not extend to dishonest, fraudulent, negligent, malicious or criminal acts.

38.3 The employer may impose reasonable conditions on its consent to cover legal costs and expenses.

39.0 Harassment Prevention

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

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

(a) Type of behaviour

- (i) sex-orientated jibes or abuse;
- (ii) offensive gestures or comments;
- (iii) unwanted and deliberate physical contact;
- (iv) requests for sexual intercourse, including implied or overt promises for preferential treatment or threats concerning present or future employment status.

- (b) Where it may occur
 - (i) among co-workers;
 - (ii) where a supervisor uses position and authority to take sexual advantage of another employee or to control or affect the career, salary or job of that employee;
 - (iii) in dealing with members of the public.

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

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

39.4 Guidelines for Supervisors and Guidelines for Complainants are available from the Human Resources Department.

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

(i) expresses hostility against, or brings into contempt or ridicule, the employee on the grounds of race, colour, or ethnic or national origins of the employee; and

(ii) is hurtful or offensive to the employee (whether or not that is conveyed to the employer or the representative); and

(iii) has, either by its nature or through repetition, a detrimental effect on the employee's employment, job performance or job satisfaction.

40.0 Resolution of Employment Relations Problems

An “employment relationship problem” includes:

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

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

Further to this:

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

A personal grievance” means a claim that an employee:

- (a) has been unjustifiably dismissed; or
- (b) has had his/her employment, or his/her conditions of employment, affected to his/her disadvantage by some unjustifiable action by the employer; or
- (c) has been discriminated against his/her employment; or
- (d) has been sexually harassed in his/her employment; or
- (e) has been racially harassed in his/her employment; or
- (e) has been subjected to duress in relation to union membership; or
- (f) has been treated adversely in their employment is, or is suspected or assumed or believed to be, a person affected by family violence; or
- (g) has been disadvantaged because the employer has failed to comply with Part 6A of the Employment Relations Act 2000; or
- (h) has been disadvantaged because their employment agreement is not in accordance with section 67C, 67D, 67G, 67H or the Employment Relations Act 2000; or
 - (i) has been disadvantaged by the employer contravening section 67F or 67G(3) of the Employment Relations Act 2000; or
 - (j) has been affected because the employer has;
 - (i) engaged in adverse conduct for a prohibited health and safety reason; or
 - (ii) contravened section 92 of the Health and Safety at Work act 2015; or

(k) Has been affected by the employer retaliating, or threatening to retaliate, against the employee in breach of section 21 of the Protected Disclosures (Protection of Whistleblowers) Act 2022 (because the employee intends to make or has made a protected disclosure)". Where any matter comes before the Authority for determination, the Authority must direct the matter to mediation in the first instance. Where mediation has failed or been deemed inappropriate in the circumstances, the Authority will then have the power to investigate the matter. If the employment relationship problem relates to discrimination or sexual harassment, services available for the resolution of the problem include either application to the Authority for the resolution of this grievance or a complaint under the Human Rights Act 1993, but not both.

41.0 Cooperation, Consultation, Management of Change and Employee Protection Provisions

41.1 Management of Change

41.1.1 The parties to this collective agreement accept that change in the health service is necessary in order to ensure the efficient and effective delivery of health services. They recognise a mutual interest in ensuring that health services are provided efficiently and effectively, and that each has a contribution to make in this regard.

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

- (i) improved decision making
- (ii) greater cooperation between employer and employees; and
- (iii) a more harmonious, effective, efficient, safe and productive workplace.

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

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

41.1.5 Prior to the commencement of any significant change to staffing, structure or work practices, the employers will identify and give reasonable notice to employees who may be affected and to the union to allow them to participate in the consultative process so as to allow substantive input.

41.1.6 Reasonable paid time off at T1 shall be allowed for employee delegates to attend meetings with management and consult with employees to discuss issues concerning management of change and staff surplus.

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

41.1.8 The parties agree that meetings will occur regularly between management and union delegates. These meetings will enable effective operational and strategic communication and resolution of issues. Each employer shall establish and/or continue the relevant arrangements in existence at the commencement of this Agreement.

41.2 Consultation

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

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

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

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

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

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

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

(a) The initiative being consulted about should be presented by the employer as a "proposal" or "proposed intention or plan" which has not yet been finalised.

(b) Sufficient information must be provided by the employer to enable the party/parties consulted to develop an informed response.

(c) Sufficient time must be allowed for the consulted party/parties to assess the information and make such response, subject to the overall time constraints within which a decision needs to be made.

(d) Genuine consideration must be given by the employer to the matters raised in the response.

(e) The final decision shall be the responsibility of the employer.

The above process shall be completed prior to the implementation of clause 40.3.

- 41.3 Staff Surplus - when as a result of the substantial restructuring of the whole, or any parts, of the employer's operations; either due to the reorganisation, review of work method, change in plant (or like cause). The employer requires a reduction in the number employees, or, employees can no longer be employed in their current position, at their current grade or work location (i.e. the terms of appointment to the present position), then the options in sub clause 40.3.4 below shall be invoked on a case by case basis in accordance with this clause.
- 41.3.1 Where an employee's employment is being terminated by the employer by reason of the sale or transfer of the whole or part of the employer's business, nothing in this agreement shall require the employer to pay compensation for redundancy to the employee if:
- (a) The person acquiring the business or the part being sold or transferred.
 - (i) has offered the employee employment in the business or the part being sold or transferred; and
 - (ii) has agreed to treat service with the employer as if it were service with that person and as if it were continuous; and
 - (b) The conditions of employment offered to the employee by the person acquiring the business or the part of the business being sold or transferred are the same as, or are no less favourable than, the employee's conditions of employment. Including:
 - (i) any service related conditions; and
 - (ii) any conditions relating to redundancy; and
 - (iii) any conditions relating to superannuation - 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.
- 41.3.2 Notification of a staffing surplus shall be advised to the affected employees and the Union at least one month prior to the date of giving notice of severance or enhanced early retirement to any affected employee. This date may be varied by agreement between the parties. During this period, the employer and employee who can elect to involve their union representative will meet to agree on the options appropriate to the circumstances. Where employees are to be relocated, at least three months' notice shall be given to employees, provided

that in any situation, a lesser period of notice may be mutually agreed between the employee and the employer where the circumstances warrant it (and agreement shall not be unreasonably withheld).

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

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

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

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

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

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

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

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

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

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

- (i) a lump sum to make up for the loss of basic pay for the next two years (this is not abated by any subsequent salary increases); or
 - (ii) an ongoing allowance for two years equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases).
- (b) Where the new job is within the same local area and extra travelling costs are involved, actual additional travelling expenses by public transport shall be reimbursed for up to 12 months.
 - (c) The redeployment may involve employees undertaking some on-the-job training.
 - (d) Transfer provisions will be negotiated on an actual and reasonable basis.

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

41.3.9 Retraining

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

41.3.10 Enhanced early retirement

- (a) Employees are eligible if they have a minimum of ten years total aggregated service with the employer, its predecessors and one or more other employers in the DHB sector, but excludes any service with any employer or their predecessor which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any DHB sector employer or their predecessors. Employees who commenced employment with the current employer prior to 1 July 2007 will retain pre-existing enhanced early retirement provisions (contained in Collective Agreements applying immediately prior to this Agreement), which are more favourable than those in this clause.

- (b) Membership of a superannuation scheme is not required for eligibility.
- (c) The employee shall receive the following:
 - (i) 8.33 per cent of base salary (T1 rate only) for the preceding 12 months in lieu of notice. This payment is regardless of length of service; and
 - (ii) 12 per cent of base salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months service; and
 - (iii) 4 per cent of base salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one up to a maximum of 19; and
 - (iv) where the period of total aggregated service is less than 19 years, 0.333 per cent of base salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service; and
 - (v) a retiring gratuity if applicable.
 - (vi) Outstanding annual leave and long service leave may be separately cashed up.

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

- (a) "Service" for the purposes of this sub clause means total aggregated service with the employer, its predecessors and one or more other employers in the DHB sector, but excludes any service with any employer or their predecessor which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any DHB sector employers or their predecessors. Employees who commenced employment with the current employer prior to 1 July 2006, will retain pre-existing severance provisions (contained in Collective Agreements applying immediately prior to this agreement), which are more favourable than those in this clause.
- (b) 8.33 per cent of base salary (T1 rate only) for the preceding 12 months, in lieu of notice. This payment shall only be made where the requisite notice cannot be given. Notice that is of a lesser period than required by this document shall require the employer to pay an amount proportionate to the ungiven period of notice. This payment is regardless of length of service; and
- (c) 12 per cent of base salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months' service; and

- (d) 4 per cent of base salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and
- (e) where the period of total aggregated service is less than 19 years, 0.333 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.
- (f) a retiring gratuity or service payment if applicable (refer to Appendix 3 containing each employer's Retiring Gratuity provision which is specific to each employer).
- (g) outstanding annual leave and long service leave may be separately cashed up.
- (h) Where there is an offer of redeployment to reduced hours, an employee may elect to take a pro-rata compensatory payment based on the above severance calculation.
- (i) Nothing in this agreement shall require the employer to pay compensation for redundancy where as a result of restructuring, and following consultation, the employee's position is disestablished and the employee declines an offer of employment that is on terms that are:
 - the same as, or no less favourable, than the employee's conditions of employment; and
 - in the same capacity as that in which the employee was employed by the employer, or
 - in any capacity in which the employee is willing to accept

41.3.12 Job Search

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

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

42.0 Employment Protection Provision

42.1 The Employer will comply with sub part 1 and sub part 2 of Part 6A "Continuity of employment if employees' work affected by restructuring" of the Employment Relations Act 2000. The Employer will also comply with its obligations under clauses 19-21 of the Code of Good Faith for the Public Health Sector (Schedule 1 B of the Employment Relations Act 2000).

43.0 Professional Development

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

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

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

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

43.5 Employees engaged in training for ITO qualifications may be provided with support to achieve their training outcomes. This may include time for individuals and groups to work with their trainer during work time and/or additional literacy or English language assistance and/or access to subject matter experts within Health New Zealand with the quantum of release time at the discretion of the employer.

44.0 Suspension

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

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

- (d) The parties note that the suspension should not be used to impede a fair investigation process (e.g. an employee being unable to have access to evidence/information in his/her own defence).

45.0 Schedules

- 45.1 Appendix Two sets out the schedule relevant to Northland/Te Tai Tokerau District Retirement Gratuities.

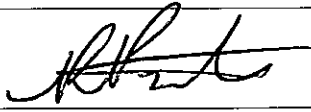
46.0 Letters of Intent

- 46.1 The parties acknowledge that agreements reached on a number of specific matters are covered in letters of intent. While these documents do not form part of the Collective Agreement the parties agree that those letters continue to have application.


- 46.2 From time to time the parties may agree on further letters of intent, which shall also have application.

Signatures

AUTHORISED representative of the EMPLOYEE PARTY:

| | |
|---|--------|
|  | 4/9/24 |
| Richard Palmer AWUNZ Advocate | Date |

AUTHORISED representative of the EMPLOYER PARTY:

| | |
|---|--------|
|  | 6/9/24 |
| Fepulea'i Margie Apa Chief Executive Health New Zealand Te Whatu Ora | Date |

Appendix One

Management of Change and National Arrangements

Purpose

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

This 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 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.

Appendix Two

Te Tai Tokerau (Formerly Northland DHB) Retiring Gratuities

Note: For the purposes of this clause, service with the employer is specific to that with the Northland/Te Tai Tokerau District (formerly Northland DHB).

Domestic Employees Collective Employment Agreement – Effective 7 October 2005 to 6 June 2006

26 Retiring Gratuities

- 26.1 The employer may pay a retiring gratuity to employees retiring who have had not less than ten years' service with the employer.
- 26.2 Gratuities may be paid to the spouse or if no surviving spouse, the dependent child(ren) or the estate of employees who died before retirement or who died after retirement but before receiving a gratuity. Spouse is defined as a person with whom a marriage collective agreement has been made or who is in a de facto relationship.

Scale of Maximum Gratuities

| <u>Period of Total Service</u> | <u>Maximum Gratuity</u> |
|---|-------------------------|
| Not less than 10 years and less than 11 years | 31 days pay |
| Not less than 11 years and less than 12 years | 35 days pay |
| Not less than 12 years and less than 13 years | 39 days pay |
| Not less than 13 years and less than 14 years | 43 days pay |
| Not less than 14 years and less than 15 years | 47 days pay |
| Not less than 15 years and less than 16 years | 51 days pay |
| Not less than 16 years and less than 17 years | 55 days pay |
| Not less than 17 years and less than 18 years | 59 days pay |
| Not less than 18 years and less than 19 years | 63 days pay |
| Not less than 19 years and less than 20 years | 67 days pay |
| Not less than 20 years and less than 21 years | 71 days pay |
| Not less than 21 years and less than 22 years | 75 days pay |
| Not less than 22 years and less than 23 years | 79 days pay |
| Not less than 23 years and less than 24 years | 83 days pay |
| Not less than 24 years and less than 25 years | 87 days pay |
| Not less than 25 years and less than 26 years | 92 days pay |
| Not less than 26 years and less than 27 years | 98 days pay |
| Not less than 27 years and less than 28 years | 104 days pay |
| Not less than 28 years and less than 29 years | 110 days pay |
| Not less than 29 years and less than 30 years | 116 days pay |
| Not less than 30 years and less than 31 years | 123 days pay |
| Not less than 31 years and less than 32 years | 129 days pay |
| Not less than 32 years and less than 33 years | 135 days pay |
| Not less than 33 years and less than 34 years | 141 days pay |
| Not less than 34 years and less than 35 years | 147 days pay |

| | |
|---|--------------|
| Not less than 35 years and less than 36 years | 153 days pay |
| Not less than 36 years and less than 37 years | 159 days pay |
| Not less than 37 years and less than 38 years | 165 days pay |
| Not less than 38 years and less than 39 years | 171 days pay |
| Not less than 39 years and less than 40 years | 177 days pay |
| Not less than 40 years | 183 days pay |

Appendix 3-Workplace Skill Development through Qualifications

This Best Practice Guide has been developed to drive the implementation of skill-based development

The collective agreement facilitates employees to attain Level 3 qualifications (and Level 4 qualification for supervisors) through financial reward and personal development opportunities.

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

1. The service and delegates meet to reinforce their shared commitment to the process of supporting employees to gain the qualifications.
2. The manager/s and delegates meet with the employees to explain the qualification process and emphasise their joint commitment to supporting all employees to gain a qualification.
3. Employees are offered access to a training agreement, recognising undertaking and completion of the qualification is voluntary but is strongly encouraged.
4. Employees must provide their birth certificates or passport to prove they are a New Zealand citizen/resident to meet the criteria to complete a NZQA qualification.
5. Employees are entitled to have a delegate involved in any discussions with the manager about literacy requirements / literacy support necessary.
6. Trainees are introduced to workbooks in small groups by trainer. Employer to supply trainees with copies of any reference materials necessary.
7. Trainees to be encouraged to make arrangements to complete workbooks in groups with the support of the manager/s and delegates.
8. The manager/s to be available to provide assistance to any trainee, including provision of a reader/writer.
9. Practical assessment is done by assessor on the job as appropriate.
10. Once the workbook is completed the assessment papers are handed back to the assessor to be sent to the appropriate ITO
11. Workbooks received back with comments. Employees able to seek support from their manager to resubmit any work that has not been endorsed.
12. Trainees gain qualification and arrangements made for pay increase if applicable.
13. Trainee achievement is celebrated.