

AUCKLAND REGION  
DISTRICT HEALTH BOARDS / PSA

MENTAL HEALTH & PUBLIC  
HEALTH NURSING  
MULTI-EMPLOYER  
COLLECTIVE AGREEMENT

15 December 2020 – 15 March 2023

Mauri mahi, mahi ora.  
Industry begets prosperity.

## He Mihi:

E ngā mana, e ngā reo, e ngā  
karangarangatanga maha,  
Tēnā koutou, tēnā koutou,  
tēnā koutou katoa.

No reira, nau mai haere mai,  
whakatau mai.

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

## He Whakatauakī:

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

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

Attributed to Ngāti Kahungunu

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

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## **PARTNERSHIP FOR QUALITY**

Refer to the Agreement for a Bipartite Relationship Agreement Appendix 1.

### **1.0 PARTIES**

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

- a) Auckland District Health Board,  
Counties-Manukau District Health Board  
Waitematā District Health Board,

(hereinafter referred to as “the employers” or DHBs)

and,

- b) New Zealand Public Service Association Incorporated (hereinafter referred to as the PSA or the ‘union’)

### **2.0 COVERAGE**

This is a multiple employer collective agreement (MECA) and is made pursuant to the Employment Relations Act 2000. This MECA shall apply to all employees who are members of the PSA and who are employed by the DHB’s party to this MECA in the Mental Health Intellectual Disability or Public Health services in the following positions:

- (a) Enrolled Nurses
- (b) Nurse Practitioners
- (c) Mental Health Assistants (including Psychiatric Assistants, all Health Care Assistants and Support Workers, working within a Mental Health setting and working under the direction of registered nurses)
- (d) Registered Nurses
- (e) Senior Nurses

Any other employees substantially employed in one of the above positions who may from time to time use an alternative title.

#### **Exclusions**

The following positions or their equivalent shall be excluded from the coverage of this MECA:

- a. Directors of Nursing
- b. Assistant/Associate Directors of Nursing
- c. Professional Nurse Advisors or equivalent (e.g. Nurse Leader)

### 3.0 DEFINITIONS

**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 agreements shall not be used to deny staff security of employment. The employer reserves the right however, to employ casual employees where necessary to meet the demands of service delivery.

**Current Continuous Service** means current continuous service with the employer and its predecessors (Hospital and Health Services, Crown Health Enterprises, Regional Health Authorities, Health Funding Authority, Area Health Boards and Hospital Boards), except where otherwise defined in the applicable clause. As of 11 August 2008 service will transfer between DHB's. From 11 August 2008 service shall not be deemed to be broken by an absence of less than three months. However, where the employee remains engaged on nursing related work or study whilst absent, the period of three months shall extend to twelve months. This period of absence does not count as service for the purpose of attaining a service related entitlement.

**Duty/shift** means a single, continuous period of work required to be given by an employee, excluding overtime, 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.

**Employee** means any person employed by an employer and whose position is covered by this Agreement

**Employer** means the relevant DHB employing the particular employee.

**Fixed term employee** as defined by Sec. 66 of the Employment Relations Act 2000 means a full time or part time employee who is employed for a specific limited term for a specified project or situation or, for example, to replace an employee on parental leave or long term accident or sickness. There is no expectation of ongoing employment. Fixed-term agreements shall not be used to deny staff security of employment.

**Full time employee** means an employee who works not less than the ordinary or normal working hours set under the hours of work clause in this Agreement.

**Fortnight** means the 14 days commencing midnight Sunday/Monday. When the major part of a shift falls on a particular day the whole shift shall be regarded as being worked on that day.

**May** - The use of the term "may" within any Clause indicates discretionary application. In applying discretion, the employer will consider the application of the clause in respect of an employee on a case by case basis. Where the employer declines the application of the Clause, the employer shall, where requested, provide to the employee, in writing, the decision and the reason(s).

**Normal/Ordinary hourly rate of pay** For 40 hours per week workers shall be 1/2086, correct to three decimal places of a dollar, of the yearly rate of salary payable.

**Normal/Ordinary pay** means the annual salaries provided for in this Agreement. For part time employees, the annual salary shall be pro-rated.

**Normal/Ordinary hours** means 80 hours per fortnight.

**Part time employee** means an employee, other than a casual employee, employed on a permanent basis but works less than the ordinary or normal hours set out in the hours of work clause. Any wages and benefits e.g. leave; will be pro rata according to the hours worked unless specifically stated otherwise in this Agreement.

**Penal rate** is the rate of pay for time worked (other than overtime) within ordinary hours of work during times specified in the applicable clause.

**Permanent employee** means an employee who is employed for an indefinite term; that is, an employee who is not employed on a temporary or casual basis.

**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.

**Substantially** means engaged in a particular job for more than 50% of the time during any one week

#### **4.0 EXISTING EMPLOYEES ON INDIVIDUAL EMPLOYMENT AGREEMENTS**

**4.1** Where the employee joins the PSA and their position is covered by this Agreement that employee's term and conditions of employment shall be those contained in this Agreement unless otherwise subsequently agreed between the parties. The employer recognises that the employee has an entitlement to seek advice from the PSA in this regard.

#### **5.0 NEW EMPLOYEES**

**5.1** New employees who are members of the PSA and whose position is covered by this collective shall be bound by this agreement.

**5.2** New employees who are not members of the PSA shall be offered an Individual Agreement based on the terms and conditions of this MECA for the first 30 days of their employment. At the conclusion of this 30 day period, the employee may elect to join the PSA and by doing so shall be bound by this collective agreement or remain on an individual agreement if they do not join the PSA.

**5.3** New employees shall, in the first instance, be offered the opportunity to become a member of the PSA. The new employee shall from the date of becoming a union

member, be entitled to all the benefits, and be bound by all of the obligations under this agreement.

- 5.4 The employer as a part of the appointment process shall, provide new employees, PSA membership forms and recruitment materials where such membership forms and recruitment materials are supplied to the employer by the PSA.

## **6.0 VARIATION TO COLLECTIVE AGREEMENTS**

- 6.1 This Agreement may be varied in writing by the signed agreement between the employers and the PSA, subject to their respective ratification processes. Any variation will apply only to those employees directly affected. Employees are “directly affected” only if their terms of employment will be altered as a result of the proposed variation. At the time of entering into this agreement, the employers’ ratification process requires the signature of all employer parties.

## **7.0 COMPLETENESS**

- 7.1 This Agreement supersedes all terms and conditions in previous agreements.

However, as significant changes have been made, it is acknowledged that certain terms and conditions may have inadvertently been omitted. This Agreement shall not operate so as to deprive employees of a benefit that was omitted in error. Nor shall it operate so as to provide an employee a benefit that was inadvertently included.

Should the PSA identify a position which they believe has been inadvertently omitted, they will bring it to the attention of the employers advocate in the national office.

Should a DHB or the employers advocate in the national office identify a provision which they believe has been inadvertently included, they will bring it to the attention of the PSA national office.

The parties will then meet to work this through.

## **8.0 NON- WAIVER UNDERSTANDING**

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

## **9.0 TERM of DOCUMENT**

- 9.1 The term of the MECA is from 15 December 2020 – to 15 March 2023.

- 9.2 The MECA comes into effect on 1 September 2021 (subject to the parties completing the required bargaining fee processes under Part 6B of the Employment

Relations Act 2000) for the following clauses relating to:

- changes to salary scales
- Authorised Officers
- Night rates
- Higher Duties Allowances
- Sick leave
- Injuries suffered during restraint
- Parental leave
- Professional Association Fees
- Professional Development Leave
- Recognition of Huarahi Whakatū
- Nurse Practitioner Professional Development
- Legal representation at coronial inquest
- Clothing Allowance – Public Health Nurses

## **10.0 HOURS OF WORK**

### **10.1 Statement of Intent**

The employer recognises the need for staff to balance their work life with their recreational and home life, and is committed to active participation in the management of workloads and working time that achieves staff and management goals, and results in realistic work expectations. Employers and the PSA recognise that a degree of stress is a part of the modern workplace. The employer makes a commitment to working with employees to develop policies and practices that attempt to minimise the negative impact stress has on employees lives and that workloads are reasonable and able to be achieved within the employees rostered hours of work.

Nothing in this document is intended to vary existing hours of work arrangements except by consultation between parties.

### **10.2 The Week**

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

### **10.3 Ordinary Hours of Work**

**10.3.1** Unless otherwise specified the ordinary hours of work shall be either

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

ten (10) duties between 0600 and 2000 hours, Monday to Friday,

- (c) Except for overtime, no employee shall work more than five (5) consecutive duties before a day(s) off, provided that an alternative arrangement may be implemented by agreement between the employer and a majority (measured in full-time equivalents) of the directly affected employees.
- (d) The ordinary hours of work for a single duty shall be up to a maximum of ten (10) hours.
- (e) A duty shall be continuous except for the meal periods and rest breaks provided for in this agreement.
- (f) Except for overtime, and except where an alternative arrangement is operating, each employee shall have a minimum of four (4) days off during each two (2) week period (14 days). Days off shall be additional to a nine (9) hour break on completion of the previous duty.

#### **10.4 Rosters**

- (a) The Health and Safety at Work Act 2015 section 36 requires the employer to take all practical steps to prevent harm occurring to employees from the way work is organised.
- (b) Therefore, in designing and implementing shift rosters to meet service needs, the employer shall ensure the disruption, personal health effects and fatigue associated with shift work are minimised for the group of workers involved. Roster templates and changes to roster templates shall be jointly developed and reviewed by the employer, representatives of affected employees and the PSA.
- (c) Where an employee is required to start and/or finish work at changing times of the day and/or on changing days of the week, then a roster shall be produced.
- (d) The roster period shall be four (4) weeks (28 days) or greater, except that it may be less for services where unpredictable service demands make this impracticable.
- (e) Rosters shall be notified to the employees involved at least three (3) weeks (21 days) prior to commencement of the roster period, except that the minimum period of notification for roster periods of less than four (4) weeks shall be two (2) weeks (14 days). Less notice may be given in exceptional circumstances.
- (f) Single days off shall be avoided as a routine rostering device, and there shall be no more than one single day off for an employee during a four (4) week period.
- (g) Employees may change duties with one another with the prior approval of the employer.
- (h) For employees working on 4 & 2 roster the roster cycle shall be for a six week

period, of four days on duty followed by two days off duty.

#### **10.5 Additional Provisions for Employees working Alternative Rosters**

In specific instances, i.e. shifts of longer or variable lengths, the ordinary hours for a full time employee are able to 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 to be 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 PSA. Such agreement shall be in writing and signed by the representatives of the parties.
- (b) 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. These off duty periods may fall separately no more than once every four weeks for the following reasons:
  - At the request of the employee or
  - To facilitate rostering
- (c) 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.
- (d) 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 24 hour periods off duty.
- (e) Meal Breaks and rest periods shall be observed in accordance with clause 11.0. 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 so as to be spaced as near as possible at equal intervals.
- (f) Minimum breaks between duties: refer to clause 10.8
- (g) Overtime - the following payments shall apply:
  - (i) Ten hour shifts: one and one half the normal/ordinary hourly rate (T1.5) after 10 hours for the 11<sup>th</sup> hour, then double the normal/ordinary hourly rate of pay (T2) for all hours worked thereafter;
  - (ii) Twelve hour shifts: double the normal/ordinary hourly rate of pay (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 14.3 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.

#### **10.6 Hours of Work Requirements**

- (a) The employer shall document the hours of work requirements for each position for which an employee, other than a casual employee, has been engaged or is for the time being fulfilling. The written hours of work requirements shall be provided to the employee.
- (b) Hours of work requirements shall comply with all of the provisions of clause 10.3 of this agreement (“hours of work”).
- (c) Hours of work requirements shall reflect actual hours of work and shall be specified in terms of:
  - i. The times of the day for which an employee is required to be available for the ordinary duty hours of work and
  - ii. The days of the week for which an employee is required to be available for the ordinary weekly hours of work, and
  - iii. Any overtime or on-call requirements or opportunities.

#### **10.7 Variation of Hours of Work Requirements**

- (a) Emergencies  
The employer may require variations to hours of work requirements to meet the needs of emergencies.
- (b) Occasional variations  
Occasional variations to the times of day and/or days of week to meet service requirements shall be by agreement between the employer and the directly affected employee(s).
- (c) Long term / permanent changes to hours of work requirements  
Except as provided for above, where the employer requires an employee to change their hours of work requirements to meet service needs, then a minimum of twelve (12) weeks prior notice of the change shall be given for the purpose of reaching written agreement between the employee and the employer. Such agreement shall not be unreasonably withheld. A shorter period of notice than twelve (12) weeks may be applied by agreement. The employee’s representative shall also be advised of the notice of the change at the same time as the employee.
- (d) There will be circumstances/situations where the management of change provisions will be the more appropriate way of proceeding with approved changed in hours.
- (e) No employee shall be discriminated against for not agreeing to change their

hours of work requirement.

#### **10.8 Minimum Breaks**

- (a) A break of at least nine (9) continuous hours must be provided wherever possible between any two qualifying periods of work. Except that if a ten (10) hour duty has been worked then a break of twelve (12) continuous hours must be provided wherever possible.
- (b) The qualifying periods of work for the purposes of this clause are:
  - i. A duty, including any overtime worked either as an extension or as a separate duty; or;
  - ii. Call-back where eight (8) hours or more are worked continuously.
- (c) If a call-back of less than a continuous eight (8) hour period is worked between two other qualifying periods of work, a break of nine (9) continuous hours must be provided either before or after the call-back. If such a break has been provided before the call-back it does not have to be provided afterwards as well.
- (d) If a break of at least nine (9) continuous hours – or twelve (12) – cannot be provided between qualifying periods of work, the period of work is to be regarded as continuous until a break of at least nine (9) or twelve (12) continuous hours is taken and it shall be paid at the overtime rate.
- (e) Time spent off duty during ordinary hours of work solely to obtain a nine (9) – or twelve (12) – hour break shall be paid at the normal hourly rate of pay. Any absence after the ninth – or twelfth – continuous hour of such a break, if it occurs during ordinary hours of work, shall be treated as a normal absence from duty.

#### **11.0 MEAL BREAKS AND REST PERIODS**

- (a) The employer undertakes to stress to operational managers the need for staff to be able to take an adequate meal break during their working day, and their responsibility to ensure that this happens to the best of their ability.
- (b) Casual staff are entitled to meal breaks and payments for such breaks as apply equally to permanent staff.
- (c) Except when required for urgent or emergency work and except as provided in (e) below, no employee shall be required to work for more than five (5) hours continuously without being allowed a meal break of a minimum of half an hour.
- (d) An employee unable to be relieved from work for a meal break shall be allowed half an hour to have a meal on duty and this period shall be regarded as working time.
- (e) Except where provided for in (c) above, an employee unable to take a meal after five hours duty shall be paid at time-half rate (T0.5) in addition to normal salary from the

expiry of five (5) hours until the time when a meal can be taken.

- (f) Rest breaks of ten (10) minutes each for morning tea, afternoon tea or supper, where these occur during duty, shall be allowed as time worked.
- (g) 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 in lieu shall be paid at \$1.41 per week. Payment shall continue during all periods of leave except leave without pay.

## 12.0 SALARIES

### 12.1 Salary Scale for Mental Health Inpatient Nurses

	Current	MECA Adjustment 1/09/21	Pay Equity Adjustment 1/09/21	Base Rates 1/09/21	P D R P
Step 7	77,386	79,186	83,186	83,186	P A
Step 6	75,132	76,932	80,932	80,932	P A
Step 5	72,945	74,745	78,745	78,745	P A
Step 4	65,652	67,452	71,452	71,452	P A
Step 3	62,138	63,938	67,938	67,938	P A
Step 2	58,491	60,291	64,291	64,291	P A
Step 1	54,034	55,834	59,834	59,834	A

A = Automatic step

P = PDRP can be accessed

### 12.2 Salary Scale for Mental Health Enrolled Nurses

	Current	MECA Adjustment 1/09/21	Pay Equity Adjustment 1/09/21	Base Rates 1/09/21	P D R P
Step 4	57,047	58,847	62,847	62,847	P A
Step 3	55,385	57,185	61,185	61,185	P A
Step 2	51,333	53,133	57,133	57,133	P A
Step 1	48,632	50,432	54,432	54,432	P A

A = Automatic step

P = PDRP can be accessed

### 12.3 Salary Scale for Mental Health Assistants

	Current	MECA Adjustment 1/09/21	Pay Equity Adjustment 1/09/21	Base Rates 1/09/21	
Step 5	54,810	56,610	60,610	60,610	A
Step 4	53,214	55,014	59,014	59,014	A
Step 3	49,905	51,705	55,705	55,705	A
Step 2	46,121	47,921	51,921	51,921	A
Step 1	42,568	44,368	48,368	48,368	A

A = Automatic step

### 12.4 Salary Scale for Community Mental Health and Public Health Nurses

	Current	MECA Adjustment 1/09/21	Pay Equity Adjustment 1/09/21	Base Rates 1/09/21	PDRP	
Step 8	83,712	85,512	89,512	89,512	P	*
Step 7	78,993	80,793	84,793	84,793	P	*
Step 6	77,443	79,243	83,243	83,243	P	A
Step 5	72,945	74,745	78,745	78,745	P	A
Step 4	65,652	67,452	71,452	71,452	P	A
Step 3	62,138	63,938	67,938	67,938	P	A
Step 2	58,491	60,291	64,291	64,291	P	A
Step 1	54,034	55,834	59,834	59,834	P	A

\* = Progression to this step shall occur on the basis of satisfactory performance

A = Automatic step

P = PDRP can be accessed on all steps of this scale

### 12.5 Salary Scale for Mental Health and Public Health Senior Nurse

		Current	MECA Adjustment 1/09/21	Pay Equity Adjustment 1/09/21	Base Rates 1/09/21	
Grade 8	Step 4	130,653	132,453	136,453	136,453	M
	Step 3	120,938	122,738	126,738	126,738	M
	Step 2	115,026	116,826	120,826	120,826	*
	Step 1	109,116	110,916	114,916	114,916	

Grade 7	Step 3	112,389	114,189	118,189	118,189	M
	Step 2	106,938	108,738	112,738	112,738	*
	Step 1	103,596	105,396	109,396	109,396	
Grade 6	Step 3	110,146	111,946	115,946	115,946	*
	Step 2	103,596	105,396	109,396	109,396	*
	Step 1	100,256	102,056	106,056	106,056	
Grade 5	Step 3	106,703	108,503	112,503	112,503	*
	Step 2	100,256	102,056	106,056	106,056	*
	Step 1	96,910	98,710	102,710	102,710	
Grade 4	Step 3	101,541	103,341	107,341	107,341	*
	Step 2	95,241	97,041	101,041	101,041	*
	Step 1	91,899	93,699	97,699	97,699	
Grade 3	Step 3	96,378	98,178	102,178	102,178	*
	Step 2	90,230	92,030	96,030	96,030	*
	Step 1	86,887	88,687	92,687	92,687	
Grade 2	Step 3	85,375	87,175	91,175	91,175	A
	Step 2	81,322	83,122	87,122	87,122	A
	Step 1	79,760	81,560	85,560	85,560	A

A = Automatic step

M = Merit

\* = Progression to this step shall occur on the basis of satisfactory performance

### Progression on Merit Steps

The top steps of grades 7 and 8 as denoted by “M” are merit steps. Progression or access will be determined by the DHBs in consultation with the employee, and merit criteria shall be established for progression as part of an annual performance review.

Movement to the next higher grade in the senior salary grades shall only occur with a change in position or at the discretion of the DHB.

### 12.6 Salary Scale for Nurse Practitioners

		Current	MECA Adjustment 1/09/21	Pay Equity Adjustment 1/09/21	Base Rates 1/09/21
Grade 8	Step 4	130,653	132,453	136,453	136,453
	Step 3	120,938	122,738	126,738	126,738
	Step 2	115,026	116,826	120,826	120,826
	Step 1	109,116	110,916	114,916	114,916

**Progression:** Movement through each step in the Nurse Practitioner scale shall, subject to satisfactory performance, be on the annual anniversary date of appointment to the Nurse Practitioner position.

## **13.0 ADDITIONAL MATTERS RELATING TO SALARY**

### **13.1 Salary Increments While On Study Leave**

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

### **13.2 Satisfactory Performance**

**13.2.1** Movement within the salary scales shall be by automatic annual increment, except for those positions where advancement through the grades is denoted as annual subject to satisfactory performance, which will be assumed to be the case unless the employee is otherwise advised.

**13.2.2** The individual will be advised as soon as possible and the appropriate performance management process will be followed.

**13.2.3** Where an employee is advised that they shall not be receiving their increment, the employee may seek a review of the decision through their Manager's Manager.

### **13.3 Salary Placement on Appointment**

For the purposes of placement on the appropriate step on the salary grade, service that is substantially similar to the position being filled, shall be recognised on the basis of one salary step per year of experience up to the maximum automatic step for the salary grade

## **14.0 OVERTIME AND PENAL TIME**

### **14.1 Eligibility Restricted For Senior Positions**

This clause shall apply to all employees except that for Senior Nurses/Practitioners, overtime and penal rates will only apply as outlined in (a) and (b) below:

- (a) Penal Rate – Payment of weekend and night 'penal' rates shall be payable where Senior Nurses/Practitioners, are required to work shifts and rosters or have approval to work weekends or nights on a regular basis in order to, fulfil the requirements of the Job Description.
- (b) Overtime shall be payable to Senior Nurses/Practitioners only in the following circumstances:
  - (i) Where the appropriate manager is satisfied that the additional time worked is necessary because of an emergency or other special circumstances; and
  - (ii) Where the salary does not already incorporate a payment for overtime/penal time hours.

## **14.2 Overtime Authorisation and Conditions**

- (a) Overtime or “time off in lieu” requires authorisation by the employee’s manager.
- (b) Equivalent time off for work performed outside normal hours may be granted in lieu of authorised overtime by agreement between the employee and the manager concerned. In the event that agreement is not reached, Overtime rates shall be paid.
- (c) Normal hourly rate of pay – The normal hourly rate shall be one two thousand and eighty-sixth part (1/2086), correct to three decimal places of a dollar, of the yearly rate of salary payable.
- (d) Conditions in which overtime is payable, or time off in lieu is credited are as follows:
  - (i) The minimum break conditions of this agreement are not met or
  - (ii) time worked in excess of eight hours per day or the rostered duty whichever is the greater or
  - (iii) The weekly hours exceed either 40 hours or the ordinary weekly hours whichever is the greater or
  - (iv) The work hours exceed 80 hours per fortnight or the ordinary fortnightly hours, whichever is the greater.

## **14.3 Overtime Rates**

- 14.3.1** Overtime worked on any day (other than a public holiday) from midnight Sunday/Monday to midnight on the following Friday shall be paid at one and one half the normal/ordinary hourly rate (T1.5) for the first three hours and at double the normal/ordinary hourly rate of pay (T2) thereafter.
- 14.3.2** Overtime worked from 2200-0600 Sunday to Friday, or from midnight Friday to midnight Sunday/Monday, or on a public holiday shall be calculated at double the normal/ordinary hourly rate of pay (T2).
- 14.3.3** No employee shall be required to work for more than 12 consecutive hours where their normal shift is of 8 or 10 hours’ duration.

## **14.4 Overtime on Public Holidays**

- 14.4.1** Overtime worked on a public holiday shall be paid at double the normal/ordinary hourly rate of pay (T2). In addition the employee shall be granted an alternative holiday in accordance with the provisions of the Holidays Act 2003 and where the duty worked is in excess of the ordinary daily hours of duty, time equivalent to the hours worked beyond the ordinary daily hours shall be granted as paid time off in lieu.

## **14.5 Payment of Overtime in relation to Authorised Absence from Duty**

**14.5.1** For calculating the qualifying period for the payment of overtime employees absent from duty if on sick leave, annual leave, or other authorised paid leave shall be regarded as having worked all the hours they were rostered for on that particular day.

## **14.6 Penal Rates**

### **14.6.1 Weekend and Public Holiday Rates**

- (a) Penal time shall be paid for weekends and public holidays at the following rates in addition to normal/ordinary salary:
- (i) AM Saturday time-half rate (T0.5) first 3 hours, then normal/ordinary rate of pay (T1)
  - (ii) PM Saturday normal/ordinary rate of pay (T1)
  - (iii) All day Sunday normal/ordinary rate of pay (T1)
  - (iv) Public holiday normal/ordinary rate of pay (T1) plus alternative holiday.

Note: penal time and overtime shall not be paid in respect of the same hours.

### **14.6.2 Night Rates**

**14.6.2.1** The night rate is an additional payment to an employee for hours worked between 2000 and 0600 hours Monday to Sunday. Night rate shall be paid at the following rate in addition to normal salary or in addition to weekend rates at ADHB and WDHB (but not CMDHB) or public holiday rates where those apply.

**14.6.2.2** Night rate shall not be paid in addition to any overtime rate.

**14.6.2.3** The night rate shall be quarter time (T0.25) of the normal/ordinary hourly rate of pay for each complete hour worked between the qualifying hours.

**14.6.2.4** The minimum payment under this provision shall not be less than payment for two (2) hours at night rate even if the part of a shift which falls between the hours of 2000 and 0600 hours is less than two (2) hours.

## **15.0 ON CALL AND CALL BACKS**

For all employees the following shall apply for call backs:

**15.1** Employees will be paid based on overtime rates for a minimum of 3 hours, or actual working and travelling time, whichever is the greater if they:

- (a) Are called back to work after completing their day's work, and having left their place of work, or
- (b) Are called back before the normal time of starting work, and do not continue until the normal start time.

Note:

- (i) Call backs starting and finishing within the minimum period covered by an earlier call back shall not be paid for.
- (ii) Call back commencing before and continuing beyond the end of a minimum period for a previous call back will be treated as if the employee had worked continuously from the beginning of the previous call back to the end of the later call back.
- (iii) If a call back of less than a full shift is worked between two periods of duty of a full shift or more, the employee will be entitled to a break of nine continuous hours either before or after the call back.

## **15.2 On Call Allowance**

For all employees the following shall apply for On Call Allowance.

- (a) Where an employee is instructed to be on call during normal off duty hours, an on call allowance of \$8.00 per hour from 03/09/2018 except on Public Holidays when the rate shall be \$10.00 per hour.  
The above rates shall be paid in addition to other remuneration.
- (b) Telephone On Call arrangements  
Due to variation of practice and need across DHBs, services and workforces, the parties have agreed it is not desirable to have a single national approach to telephone on call arrangement. Local arrangements may be developed to respond to the issues of telephone on call, recognising the differing service contexts of such arrangements. Any such agreements should be recorded in writing.

## **15.3 Transport for Call-Back Duty**

Where an employee who does not reside in DHB accommodation is called back to work outside the employee's normal hours of duty in respect of work which could not be foreseen or prearranged, the employer shall either:

- (a) Provide the employee with transport from the employee's place of residence to the workplace and to the place of residence from the workplace; or
- (b) Reimburse the employee the actual and reasonable travelling expenses incurred in travelling from the employee's place of residence to the workplace or from the workplace to the employee's place of residence or both travelling to and from the workplace as per Clause 19.0.

## **16.0 MEAL ALLOWANCE**

**16.1** An employee who works a qualifying shift of eight hours or more and who is required to work more than one hour beyond the end of the shift (excluding any break for a meal) shall be paid a meal allowance of \$7.95 or, at the option of the employer, be provided a meal.

## **17.0 HIGHER DUTIES ALLOWANCE**

**17.1** 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.

**17.2** 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 the higher position.

**17.3** Except as provided for above, where an employee performs the duties and carries the responsibilities of a position higher than the employee's own on a shift by shift basis, that will be recognised by way of a \$24 per day allowance (provided a minimum of 8 consecutive hours of qualifying service is worked per day/shift).

It is recognised that on a day/shift basis, an employee performing these responsibilities may not fulfill all the substantive duties of a higher position.

## **18.0 DULY AUTHORISED OFFICERS AND AUTHORISED OFFICERS**

**18.1** Duly Authorised Officer means an employee appointed by the Director of Area Mental Health Services to undertake Duly Authorised Officer role and function as defined under S93 (Duly Authorised Officers) of the Mental Health (Compulsory Assessment and Treatment) Act 1992.

**18.2** Authorised Officer means an employee appointed to undertake the Authorised Officer role and function as defined in S91 (Authorised Officers) of the Substance Addiction (Compulsory Assessment and Treatment) Act 2017.

**18.3** Employees who are designated as Duly Authorised Officers or Authorised Officers shall receive a \$2,500 annual allowance payable fortnightly. The allowance will be paid pro rata for part time staff. Those employees already in receipt of a higher allowance as at 1 September 2021 will be entitled to continue to receive the higher allowance.

## **19.0 REIMBURSEMENT OF EXPENSES ON EMPLOYER BUSINESS**

(a) Employees who are instructed by the employer to use their private motor vehicle on

employer business shall be paid a motor vehicle allowance as promulgated from time to time by the Inland Revenue Department in terms of the agreed formula.

- (b) When employees are instructed to leave and return to their normal place of work on the same day on employer business, or to temporarily work elsewhere, they shall be reimbursed for actual and reasonable expenses.
- (c) In all other circumstances with the prior approval of the employer actual and reasonable expenses shall be reimbursed, those expenses being incurred while on business of the employer.

## **20.0 PUBLIC HOLIDAYS**

**20.1** 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
- Labour Day
- Christmas Day
- Boxing Day
- Anniversary Day (as observed in the locality concerned)

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

- (a) Where an employee is required to work that Saturday or Sunday the holiday shall, for that employee, be observed on that Saturday or Sunday and transfer of the observance will not occur. For the purposes of this clause an employee is deemed to have been required to work if they were rostered on duty or on-call and actually called in to work. They are not deemed to have been required to work if they were on-call but not called back to work.
- (b) If an employee is rostered on duty (i.e. does not apply to on-call work) on that Saturday or Sunday but does not work, they will be paid 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 20.5 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 Sections 45a (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.
- 20.3** 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.
- 20.4** When an employee works on a public holiday which would otherwise be a working day for the employee, they will be paid the rate as set out in clause 14.6.1 (T1) in addition to the ordinary rate of pay, for each hour worked and they shall be granted an alternative holiday. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.
- 20.5** Should Christmas Day, Boxing Day, New Year's Day or 2 January fall on a Saturday or Sunday, and an employee is required to work (including being on call and called out) on both the public holiday and the week day to which the observance would otherwise be transferred, the employee will be paid in accordance with clause 14.6.1 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.
- 20.6** Should Waitangi Day or Anzac Day fall on a Saturday or Sunday, and an employee is required to work (including being on call and called out) on both the public holiday and the week day to which the observance would otherwise be transferred, the employee will be paid in accordance with clause 14.6.1 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.
- 20.7** 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.
- 20.8** 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.
- 20.9** Off duty day upon which the employee does not work:
- (a) Fulltime employees –  
Where a public holiday, and the weekday to which the observance of a public holiday is transferred where applicable, are both rostered days off for an

employee, they will be granted one alternative holiday in respect of the public holiday.

- (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.

**20.10 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.

**21.0 ANNUAL LEAVE**

**21.1** 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.

**21.2** 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 nursing related work or study whilst absent, the period of three months shall extend to twelve months.

The employee shall commence accruing at the increased entitlement as from 1 May 2008.

- 21.3** The term “leave year” means the year ending with the anniversary date of the employee’s appointment.
- 21.4** The employer may permit an employee to take annual leave in one or more periods.
- 21.5** 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.
- 21.6** 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.
- 21.7** 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.
- 21.8** Extended leave without pay at the end of the period of service which ends in a resignation or in termination of employment is excluded from previous service for crediting i.e. the effective date for deciding service is the last day actually on pay.
- 21.9** Except where the employer approves, where an employee is absent on special leave, whether with or without pay (i.e. including leave for study awards but excluding sick, accident or military leave) or an intermittent or continuous period of more than 35 days (including Saturdays and Sundays) during a leave year, annual leave shall be reduced in accordance with the scale below.

<b>Days of absence (Including Saturdays and Sundays)</b>	<b>Annual leave entitlement to be reduced by the number of working days shown below</b>		
	<b>4 weeks</b>	<b>5 weeks</b>	<b>6 weeks</b>
<b>Days</b>			
0 – 35	-	-	-
36 – 71	2	2½	3
72 – 107	4	5	6
108 – 143	6	7½	9
144 – 179	8	10	12
180 – 215	10	12½	15
216 – 251	12	15	18
252 – 287	14	17½	21
288 – 323	16	20	24
324 – 359	18	22½	27
360 – 365	20	25	30

- 21.10** The provisions of the Parental Leave and Employment Protection Act 1987 shall apply in relation to annual leave when an employee takes a period of parental leave or returns to work from parental leave in accordance with Clause 25 of this

Agreement.

NB: a “study award” for the purpose of this clause shall be deemed to be a full-time course of study at a tertiary educational institute, during which the employee is able to take advantage of the mid-term holidays available to other full-time students of that institute. It shall not include leave to attend organised classes, lectures, block courses or examinations required for the attainment of essential basic qualifications.

#### **21.11 Additional leave for Shift work:**

**21.11.1** Employees who work rotating shift patterns or those who work qualifying shifts shall be entitled on completion of 12 months of employment on shift work, up to an additional 5 days annual leave, based on the number of qualifying shifts worked. The entitlement will be calculated on the annual leave anniversary date.

Qualifying shifts are defined as a shift which involves at least 2 hours work performed outside the hours of 0800hrs – 1700hrs, excluding overtime.

For the purposes of this clause any period “on call” between 4 hours and 24 hours shall be counted as one shift.

The following additional leave is granted:

<b>Number of Qualifying Shifts Per Annum</b>	<b>Number of Days Additional Leave Per Annum</b>
121 Or More	5
96 – 120	4
71 – 95	3
46 – 70	2
21 – 45	1

For Waitematā DHB, see Appendix 8

#### **22.0 SICK LEAVE**

The parties recognise that changes to the Holidays Act 2003 impact on the sick leave provisions in this Agreement, and where that is the case the Holidays Act 2003 applies. The parties agree that any leave provisions set out in this Agreement impacted by any such change may be varied by written agreement between PSA and the DHBs during the term.

**22.1** On appointment, a full time employee shall be entitled to ten (10) working days leave for sick or domestic purposes during the first twelve months of employment,

and an additional ten (10) working days for each subsequent twelve month period. Sick leave can be accumulated to a maximum of 260 days.

- 22.2** The entitlement shall be pro-rated for part time employees except that a part-time employee shall receive no fewer than five (5) working days paid sick leave for the first twelve months of employment and a minimum of five (5) additional working days for each subsequent twelve month period.
- 22.3** The employee shall be paid at relevant daily pay as prescribed in the Holidays Act 2003, for the first five days in each twelve month period. Thereafter they shall be paid at the normal/ordinary rate of pay (T1 rate only). A medical certificate may be required to support the employee's claim.
- 22.4** In the event an employee has no entitlement left, they may be granted an additional 10 days per annum pro-rated for part time employees. In considering the granting of leave under this clause the employer shall recognise that additional sick and domestic leave is to ensure the provision of reasonable support to staff having to be absent from work where their entitlement is exhausted. Requests should be considered at the closest possible level of delegation to the employee and in the quickest time possible, taking into account the following:
- The employees length of service
  - The employees attendance record
  - The consequences of not providing the leave
  - Any unusual and/or extenuating circumstances.
- 22.5** Reasons for a refusal to grant leave shall, when requested by the employee, be given in writing. Before refusing a request, the decision maker is expected to seek appropriate guidance.
- 22.6** Leave granted under this provision may be debited as an advance on the next years' entitlement up to a maximum of 5 days.
- 22.7** At the employer's discretion an employee may be granted further sick or domestic leave based on need and the employee's willingness to engage with the employer to manage wellness.
- 22.8** Need shall be demonstrated by the following:
1. Nature of the illness or injury.
  2. Recommendations by the treating Physician.
  3. Willingness to engage with Occupational Health around the relevant issues.
- These requests will be considered on a case by case basis with PSA consultation at member's request.
- 22.9** Where an employee is suffering from a minor illness which could have a detrimental effect on the patients or other staff in the employer's care, the employer may, at its discretion, either:

- Place the employee on suitable alternative duties; or
- Direct the employee to take leave on full pay. Such leave shall not be a charge against

the employee's sick and domestic leave entitlement.

**22.10** Transportability of Sick Leave

An employee who ceases employment at one DHB and commences employment at another DHB may transfer to their new employment a maximum of up to 20 days (at their normal/ordinary rate of pay, T1) of their unused sick leave entitlement from their previous DHB employment, provided that any break in service between finishing at their previous DHB and commencing employment at the new DHB is not more than one calendar month.

Any unused sick leave entitlement that is transferred shall be in addition to the sick leave entitlement the employee will receive on commencement of employment with the new DHB under clause (22.1), and shall not impact on their anniversary date for future sick leave entitlements.

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

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

**22.12.1** It does not include absences during or in connection with the birth of an employee's child. Annual leave or parental leave should cover such a situation.

**22.12.2** At the employer's discretion, an employee may be granted leave without pay, where the employee requires additional time away from work to look after a seriously ill dependent.

**22.12.3** The production of a medical certificate or other evidence of illness may be required.

**22.13** **Sickness during paid leave:** When sickness occurs during paid leave, such as annual or long service leave, the leave may be debited against the sick leave entitlement, (except where the sickness occurs during leave following the relinquishment of office) provided that:

**22.13.1** The period of sick leave is more than three days and a medical certificate is produced.

**22.13.2** In cases where the period of sickness extends beyond the approved period of annual or long service leave, approval will also be given to debiting the portion, which occurred within the annual leave or long service leave period, against sick leave entitlement, provided the conditions in Clause 22.12 and 22.12.1 above apply.

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

**22.14** During periods of leave without pay, sick leave entitlements will not continue to

accrue.

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

#### **22.16 Accidents – Transport for Injured Employees**

**22.16.1 Transport for 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 to a hospital, or to their residence (medical attention away from the residence not being required), the DHB is to provide or arrange for necessary transport, pay all reasonable expenses for meals and lodging, incurred on or on behalf of, the employee.

**22.16.2 (i) Work-related Accidents** - Where an employee is incapacitated as a result of a work accident, and that employee is on earnings related compensation, then the employee may request the employer who shall then supplement the employees, compensation by 20% of base salary during the period of incapacitation. This shall be debited against the employee's sick leave. The employer may agree to reimburse the employee for treatment and other expenses or for financial disadvantage incurred as a result of a work related accident. This agreement will be on a case by case basis.

**(ii) Work-related Assault** – Where an employee is incapacitated as a result of a work place assault (including without limitation injuries suffered during restraint of a patient), and that employee is on earnings related compensation, then the employer will top up the ACC payments to 100% of normal/ordinary rate of pay during the period of incapacitation. This shall not be debited against the employee's sick leave. The employer will reimburse the employee for any costs incurred that are part charges for ACC agreed treatment and other associated ACC expenses.

**22.16.3 Non-work related Accidents** - Where an employee is incapacitated as a result of a non-work related accident, and that employee is on earnings related compensation, then the employee may request the employer who shall then supplement the employees, compensation by 20% of base salary during the period of incapacitation. This shall be debited against the employee's sick leave.

### **23.0 BEREAVEMENT/TANGIHANGA LEAVE**

**23.1** Where the employee suffers bereavement:

**23.1.1** The employee's manager will approve bereavement leave on pay for the employee to discharge any obligation and/or to pay respects to a deceased person with whom he/she had a close association. Such obligations may exist because of blood or family ties or because of particular cultural

requirements such as attendance at all or part of a Tangihanga (or its equivalent), or hura kōhatu /unveiling. The employee may have a combination of leave-on-pay and leave-without-pay, with the leave-on-pay being at the employer's discretion. This will be addressed on a case by case basis.

**23.1.2** If bereavement occurs while the employee is absent on annual leave, sick leave on pay, or other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of Clause 23.1.1 above. This provision will not apply if the employee is on leave without pay.

**23.1.3** In granting time off, managers must administer these provisions in a culturally sensitive manner. Managers are encouraged to seek advice from their Maori or appropriate cultural advisor on the organisational response.

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

- (a) Whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death.
- (b) The amount of time needed to discharge properly any responsibilities or obligations.
- (c) Reasonable travelling time should be allowed. For cases involving overseas travel payment may not cover the full period of travel.
- (d) A decision must be made as quickly as possible so that the employee is given the maximum time possible to make necessary arrangements. In most cases the approval will be given immediately, but may be given retrospectively.
- (e) If paid special leave is not appropriate then annual leave or leave without pay should be granted, but as a last resort.

**23.1.5** Payment for bereavement leave will be as follows:

- (a) On the death of an immediate family member employees are entitled for up to three days of bereavement leave to be paid at relevant daily pay. Where more than three days of bereavement leave on pay is approved, payment will be made at normal/ordinary rate of pay (T1) rates.
- (b) On the death of a person with whom the employee has a close association, employees are entitled to one day of bereavement leave to be paid at relevant daily pay. Where more than one day of bereavement leave on pay is approved, payment will be made at normal/ordinary rate of pay (T1) rates.

## **24.0 LONG SERVICE LEAVE**

- 24.1** Long Service leave of one week shall be accumulated by the employee for each five years of current continuous service.
- 24.2** Long Service leave will be paid for each week of leave on the same basis as annual leave in accordance with the Holidays Act 2003. Wherever practicable long service leave is to be taken in periods of not less than a week.
- 24.3** Current continuous service shall be recognised for the purposes of long service leave.
- 24.4** For employees with a grandparented and ongoing Long service leave schemes, the following shall apply. The employee shall accrue the entitlement in accordance with the above clause, with their service being deemed to commence, for the purpose of this calculation, on the date service was previously deemed to commence under the grandparented scheme. Any long service leave actually taken, shall be deducted from that entitlement and the residue shall become the remaining entitlement. The remaining entitlement shall be added to any further accrual, with the leave being taken in accordance with the clause above.
- 24.5** In the event of the death of an employee who was eligible for long service leave but did not take the leave, any monies due will be paid to the deceased estate.
- 24.6** Leave without pay in excess of three months taken on any one occasion will not be included in the 5-year qualifying period, with the exception of parental leave.
- 24.7** Those employees who are not covered by a grandparented or ongoing scheme for the purpose of this clause shall have their service commence effective from 1<sup>st</sup> July 2005 or the commencement date if later.
- 24.8** The employer shall pay out any long service leave to which the employee has become entitled but has not taken upon cessation of employment.

## **25.0 PARENTAL LEAVE**

### **25.1 Statement of Intent**

- (a) The parties acknowledge the following provisions are to protect the rights of employees during pregnancy and on their return to employment following parental leave.
- (b) Parental leave is leave without pay.
- 25.2** 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:

- (a) in respect of every child born to them or their partner;

- (b) in respect of every child up to and including six years of age, adopted by them or their partner;
- (c) 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.

Note: Whāngai arrangements are included in situations where the employee becomes a primary carer for one or more children.

### **25.3 Entitlement**

- (a) 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.
- (b) Parental leave of up to six months is to be granted to employees with less than one year's service at the time of commencing leave. Provided that the length of service for the purpose of this clause means the aggregate period of service, whether continuous or intermittent, in the employment of the employer.
- (c) The maximum period of parental leave may be taken by either the employee exclusively or it may be shared between the employee and their partner either concurrently or consecutively. This applies whether or not one or both partners are employed by the employer.

**25.4** In case of adoption of children of less than six years of age, parental leave shall be granted in terms of 25.2 and 25.3 above, providing the intention to adopt is notified to the employer immediately following advice from the Department of Child, Youth and Family 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.

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

**25.5** 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.

**25.6** The commencement of leave shall be in accordance with the provisions of the Parental Leave and Employment Protection Act 2002.

**25.7** Employees absent on parental leave are 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.

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

**25.9** The period of absence for the purpose of parental leave shall be recognised towards service based entitlements, such as, annual leave, sick leave, salary increments, long service leave, retiring gratuities and redundancy entitlements.

**25.10** Job protection

(a) Subject to (c) and (d) 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:

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

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

(c) 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.

(d) 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 (a) above} is not available, the employer may approve one of the following options:

- 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
- 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 the first bullet point above for up to 12 months; or
- 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 the first bullet point 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 the first bullet point above, the employee's previous position or a similar position becomes available, then the employee shall be entitled to be appointed to that position; or

- where extended parental leave in terms of the first bullet point above expires, and no similar position is available for the employee, the employee shall be declared surplus under clause 40 of this Agreement.

**25.11** If the employee declines the offer of appointment to the same or similar position in terms of sub clause 25.10 (a) above, parental leave shall cease.

**25.12** 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.

**25.13** An employee returning from parental leave may request the employer to vary the proportion of full-time employment from that which applied before the leave was taken. The granting of such a request shall be at the discretion of the employer.

**25.14** 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.

**25.15** 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.

**25.16** Paid Parental Leave -

Where an employee takes parental leave under this clause, meets the eligibility criteria in 25.2 (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 25.3 applies and both partners are employed by the DHB, the paid parental leave top up will be made to only one employee, being the employee who has primary care of the child.

#### **25.17 Reappointment after Absence Due To Childcare**

- 25.17.1** Employees who resign to care for a dependent pre-school child or children are encouraged to apply to their former employer for a position which is substantially the same in character or comparable to the position previously held.
- 25.17.2** Parental leave is a distinct and separate entity from absence due to childcare.
- 25.17.3** Persons seeking reappointment under childcare provisions must apply to the former employer at least three months before the date on which they wish to resume duties.
- 25.17.4** The employer shall make every effort to find a suitable vacancy for eligible applicants as soon as their eligibility for 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.
- 25.17.5** Absence for childcare reasons will interrupt service but not break it.
- 25.17.6** 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.

#### **26.0 JURY SERVICE/WITNESS LEAVE**

- 26.1** Employees called on for jury service are required to serve unless they would suffer hardship or they have childcare responsibilities. 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.
- 26.2** 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).
- 26.3** Where leave on pay is granted the employee's normal pay for rostered work shall be paid by the employer, provided that the employee makes over the cheque for

fees in favour of the employer. The employee is to pay the fees received to the employer but may retain the expenses.

- 26.4** 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
- 26.5** Where the employee is called for jury service or witness service they shall advise the employer as soon as practicable.
- 26.6** Where the employee is required to be a witness in a matter arising out of their employment, they may be granted paid leave consistent with normal rostered duties. Such payment may be abated by way of other fee received by the employee.

## **27.0 FAMILY VIOLENCE SUPPORT**

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

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

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

## **28.0 LEAVE WITHOUT PAY**

**28.1** Leave without pay may be granted at the discretion of the employer.

## **29.0 SUPERANNUATION**

**29.1** The provisions of the KiwiSaver Act 2006 and any subsequent amendments shall apply.

## **30.0 PROFESSIONAL TRAINING AND DEVELOPMENT**

**30.1** Statement of Intent for Professional Development

Professional development is a way of valuing staff and is essential to maintain a quality and efficient service. Staff maintaining and developing their roles is critical to the delivery of effective client care.

**30.2 Learning and Development**

**30.2.1** The objective of this clause is:

- 30.2.1.1 To ensure that the total spend on training and development is commensurate with other groups similar to those occupations covered by this MECA.
  - 30.2.1.2 That existing provisions are protected
  - 30.2.1.3 That PSA members are not disadvantaged compared to other employees whose entitlements continue during times of fiscal restraint.
- 30.2.2** Each DHB will develop, in consultation with PSA, a training and development plan covering PSA members. The plan will provide for training and development that is designed to meet the requirements of the DHB and advance employee's individual skill and competence relevant to the service needs and complies with the Professional Development, Education & Training Leave clauses in this agreement. The DHB will ensure that it provides PSA information regarding sources of and access to funds/entitlements.
- 30.2.3** The PSA will establish elected delegate(s) at local DHB level as learning representatives to support and encourage individual uptake of appropriate learning & development opportunities and monitor the implementation of the training plan.
- 30.2.4** The provisions of clause 41.3 in relation to the recognition and support of delegates will apply to these positions.
- 30.2.5** The PSA and the Directors of Mental Health Nursing and other appropriate personal will while developing the training and development plan also develop appropriate reporting mechanisms regarding uptake of training. The frequency of reporting will be determined by the parties.
- 30.2.6** The parties acknowledge that a range of professional development entitlements exist across the DHBs and include consolidated funds, individual entitlements and non-specified provisions. The grants, scholarships, reimbursement and leave practices in existence prior to 31<sup>st</sup> July 2007, as specified in the regional MECA's shall continue in place in DHBs where they apply.
- 30.2.7** The allocation of Professional Development funds/study leave will be agreed prospectively wherever practicable and will be based on the principles of transparency, fairness and consistency.
- 30.2.8** Participation in an annually agreed professional development plan is mutually beneficial. The plan must be:
1. Aligned with the employee's career goals.
  2. Where applicable, assist the employee to meet the regulatory

- requirements to maintain professional competence.
- 3. Aligned with the strategic direction of the DHB.
- 4. Consistent with service plans.
- 5. Contribute to improving the quality, effectiveness and efficiency of health services.

**30.2.9** The organisation's training and professional development processes shall:

- 1. Be clear to employees.
- 2. Provide information and advice to employees regarding sources of and access to professional development funds/entitlements.
- 3. Require that the employee's professional development plan and activities are recorded
- 4. Require that employees will share the knowledge and expertise gained from professional development plan and activities with colleagues.
- 5. The DHB and PSA will have a bipartite arrangement to ensure that the professional development process is equitable and transparency, consistency and fairness is maintained.

### **30.3 Professional Development Leave**

The employer shall grant professional development leave of at least 32 hours per calendar year for full time employees (pro rated to no less than 8 hours per calendar year for part time employees) who are registered or enrolled Nurses. This leave is to enable employees to complete qualifications, to attend courses and to undertake research or projects that are relevant to the employer and which facilitate the employee's growth and development. At least 8 hours per calendar year shall be available for Mental Health Assistants. Prior approval of the employer must be obtained.

- 30.3.1 Paid leave to meet organisational and service requirements, and those professional competency requirements not otherwise addressed in this clause, shall be granted in addition to the above provisions. The employer will meet any associated costs.
- 30.3.2 Professional development leave will be granted at T1 rate and shall not accumulate from one year to the next.
- 30.3.3 Any claim for expenses must be approved in advance and will be considered on a case by case basis.
- 30.3.4 Study days required for participation in the Nursing Advanced Choice of Employment (ACE) and New Entry to Speciality Practice (NESP) Programmes are in addition to those stated above.
- 30.3.5 Staff working on preparing a portfolio, obtaining or maintaining skill levels associated with the Professional Development and Recognition Programme are entitled to additional leave in order to undertake research or study associated with meeting the PDRP requirements (as per clause 30.4.5 below).

30.3.6 Where professional development leave entitlements are provided elsewhere in this document and its appendices those entitlements will be inclusive of and not in addition to the entitlements provided in clause 30.3 above.

#### **30.4 Professional Development and Recognition Allowance**

**30.4.1** The rates of these allowances will be paid as an addition to the appropriate hourly rate and thereby attracting penal and overtime loadings), where they apply, will be as follows:

<b>30.4.2</b>	RN Expert	\$4,500
	RN Proficient	\$3,000

Senior Nurses are not entitled to this payment.

**30.4.3** All employees who have or will attain a RN Expert level PDRP on or before 14 December 2017 will continue to be paid the PDRP at the RN Expert rate of \$6,000 p.a. as long as they continue to maintain RN Expert level of practice. This will also apply to those employees who have submitted a portfolio before 14 December 2017 and then attain the RN expert level subsequent to December 2017. This grand parented entitlement will transfer between DHBs both internally and externally.

	03/09/2018
EN Accomplished	\$4,500 per annum
EN Proficient	\$3,000 per annum

**30.4.4** Huarahi Whakatū  
The employer recognises Huarahi Whakatū Māori PDRP as a legitimate programme endorsed by the Nursing Council that supports the Māori Nursing workforce covered by this MECA.

Puna Rahi	\$4,500
Puna Whakatau	\$3,000

Māori nurses who have previously completed their PDRP can transfer to Huarahi Whakatū if they wish to.

**30.4.5** Employees working on preparing a portfolio, obtaining or maintaining skill levels associated with the professional development recognition programme are entitled to additional leave in order to undertake research or study associated with meeting the PDRP requirements as follows:

Proficient 1 day per annum  
Expert/Accomplished 2 days per annum

#### Principles:

1. The DHB's will ensure the ongoing national consistency of PDRP's and transportability and the recognition of PDRP between DHB's.
2. PDRP shall be applied in a consistent manner.
3. The criteria for differentiating levels for each category of nurse and for

progression shall be standard across the DHB and be based on demonstrated competence and skill acquisition.

4. The clinical career/workforce structure requires commitment to education and development of expertise. The employer will provide and facilitate such education.
5. No quotas or other in-built barriers will be established to limit the numbers at each level of the pathway. Progression through the programmes shall be based solely on achievement of specified agreed criteria, e.g. for an expert RN post-registration and post-graduate education may be deemed to be equivalent.
6. When transferring either internally or externally, continuity of levels should occur with provision for the staff member to meet the competencies for the level in the new area within a negotiated period.
7. A staff member in a position which involves regular rotation between clinical areas shall maintain their level of practice and shall not be prevented from progressing if they apply for advancement.
8. A joint PSA/employer committee at each DHB will monitor the principles, to ensure a participative process is in place for developing the workforce structure and to make recommendations accordingly to the director of mental health nursing. These shall cover:
  - (a) Any changes or processes necessary to further the programmes including education.
  - (b) Ensuring that the programmes are managed consistently
  - (c) Assisting in the development and monitoring of the review process and/or implementation difficulties.
  - (d) Ensuring appropriate training/information/support for all employees and managers involved in the programmes.
9. The director of mental health nursing shall consult with and report back to the committee on the implementation of recommendations made.
10. A review/appeals process will be included in any accompanying policy.

### **30.5 Nurse Practitioner Professional Development**

**30.5.1** Nurse Practitioners shall be entitled to an annual \$5,000 Professional Development Allowance to support appropriate professional development opportunities. This Allowance may be accrued for up to 2 years (\$10,000). Such opportunities will be discussed between the Nurse Practitioner and their line manager. At Auckland DHB, the Professional Development entitlement shall accrue for up to three years.

### **30.6 Refund of Annual Practising Certificate and Certificate of Competency Fees**

**30.6.1** Where an employee is required by law to hold an annual practising certificate in order to practice that profession with the Employer, the cost of the certificate shall be refunded to the employee provided that:

30.6.1.1 It must be a statutory requirement that a current certificate be held for the performance of duties.

30.6.1.2 The employee must be engaged in duties for which the holding of a certificate is a requirement.

30.6.1.3 The employee must be a member of the particular occupational class to whom the requirement applies

30.6.1.4 The employee shall receive full reimbursement of the cost of their practicing certificate less any reimbursement received from any other employer.

### **30.7 Professional Association Fees**

**30.7.1** The employer will reimburse (on presentation of official receipts) the membership fee of one approved Professional Association per annum up to a maximum amount of \$250 if:

**30.7.1.1** The membership is directly relevant to the employee's duties and

**30.7.1.2** The Professional Association does not act as the Industrial representative/union advocate (as per the Employment Relations Act 2000) for its members. Where the Professional Association does become the industrial representative, the employer will no longer reimburse fees.

**30.8** The employer, in consultation with the professional advisor (or equivalent) will ensure professional supervision is available. Where supervision needs cannot be met within the organisation, external supervision may be approved.

### **31.0 INDEMNITY AND CORONIAL INQUEST SUPPORT**

**31.1** The employer agrees to indemnify employees for legal liability for costs and expenses, including legal representation where required, in respect of claims, actions or proceedings brought against the employer and/or employees arising in respect of any:

- Negligent act, or
- Error, or
- Omission

Whilst acting in the course of employment.

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

- Arises from any wilful or deliberate act, or
- Is restricted solely to any disciplinary proceedings being taken by the governing professional association, or
- Relates to activities undertaken by the employee that are outside the scope of the employment agreement with the employer, or
- Relates to activities undertaken by the employee that are outside the scope of practice or the employee's position and/or profession.

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

**31.4** In addition to the above, employees who are appearing at a coronial inquest, if required shall be provided the same support as set out in clause 31.1 above.

## **32.0 HEALTH & SAFETY**

**32.1** The employer and employees shall comply with the provisions of the Health and Safety at Work Act Employment Act 2015 and subsequent amendments. The parties to this agreement agree that employees should be adequately protected from any safety and health hazard arising in the workplace. All reasonable precautions for the health and safety of employees shall be taken.

**32.2** 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.

**32.3** It shall be the responsibility of every employee covered by this agreement to work safely and to report any hazards, accidents or injuries as soon as practicable to the appropriate person. It is a condition of employment that safety equipment and clothing required by the employer is to be worn or used and that safe working practices must be observed at all times.

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

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

**32.6** The parties to the Agreement recognise that effective Health and Safety Committees are the appropriate means for providing consultative mechanisms on Health and Safety issues in the work place.

### **32.7 Workload Management**

1. Where not already established PSA and management will meet to agree the minimum numbers of staff needed in each ward/Workplace to provide safe and effective care to patients. The discussion should also consider the ratio of staff mix.
2. Regular meetings (preferably once a month) will be held between the managers and PSA delegates at the unit level.
3. Agreement should also be made at the unit/ level to ensure that where the acuity in a ward /or workloads in a community setting increases and staff and patients become unsafe additional staff can be brought in. The agreement should clearly specify who is responsible to make the call to increase staffing levels
5. Where additional staffing cannot be brought in the escalation process outlined in appendix 2 to reduce patient numbers in the ward or reduce the workloads in community settings, should be implemented.

### **32.8 Mental Health and Public Health Workload and Staffing Steering Committee**

1. The parties agree to establish a Mental Health and Public Health Workload and Staffing Steering Committee as soon as practicable and in accordance with the Terms of Reference attached as Appendix 2.
2. The DHBs agree to resource, sponsor and promote (through the governance of this Steering Committee where appropriate) the following collaborative projects with the PSA. All projects and workstreams will include delegate leadership and member participation and will be established by 30 November 2021:
  - (a) A workstream will be established to commence and implement the processes in DHBs which deliver the obligations under clause 32.7 of the MECA. The workstream will include focus on Variance Response Management (hereafter VRM) and other responses particular to mental health and public health settings which may or may not have CCDM or TrendCare mechanisms operating.
  - (b) A joint Anti-Violence Working Group will be established between DHBs and PSA (including terms of reference) as a priority, focusing on reducing violence towards employees by patients and public
  - (c) A Mental Health and Addictions Employee Retention Focus Group will be established to work primarily on how to retain experienced and qualified employees in Mental Health and Addictions workplaces (and will also have oversight on the recruitment initiatives sponsored by the Ministry of Health).

### **33.0 UNIFORMS AND PROTECTIVE CLOTHING & EQUIPMENT**

#### **33.1 Uniforms**

Where the employer requires an employee to wear a uniform, it shall be provided free of charge and shall remain the property of the employer.

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

#### **33.2 Protective Clothing and Safety Equipment**

- 33.2.1** Protective clothing and safety equipment such as safety footwear and glasses will be provided where the nature of work requires it and to enable employees to perform their duties in a safe and appropriate manner. Where employees are required to purchase their own safety equipment those employees shall be reimbursed the cost on production of receipt.

#### **33.3 Damage to Personal Property**

- 33.3.1** 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 did not occur as a result of the employee's negligence, or failure

to wear the protective clothing provided. Each case shall be determined on its merits by the employer.

**33.4 Clothing Allowance - Refer to Appendix 3**

**34.0 PAYMENT OF SALARY**

**34.1** Employees will be paid fortnightly in arrears by direct credit or cheque. The employer will use its best endeavours to pay employees no later than one working day prior to the weekend.

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

**34.3** Any monies agreed as being owed by employees to the employer upon termination will be deducted from employees' final pay.

**35.0 ENDING EMPLOYMENT**

**35.1 Notice Period**

- (a) Four weeks written notice of termination of employment shall be given by either the employee or the employer, except in the case of serious misconduct where an employee may be summarily dismissed. The notice period may be varied by agreement between the employee and the employer.
- (b) The employer may pay an employee in lieu of notice, whether in whole or in part, without requiring the period of notice paid in lieu to be worked by the employee.
- (c) Where the employment is terminated by either the employee or the employer without the required notice period, that notice period shall be paid or forfeited as the case may require, except that in the case of termination of employment by summary dismissal, wages paid will be those due at date of termination only.
- (d) Upon the termination of employment, employees shall return to the employer all equipment and protective clothing belonging to the employer. Notwithstanding anything contained elsewhere in this Agreement, the employer may deduct the value of any such property not returned from any final payment owing.

**35.2 Abandonment of Employment**

**35.2.1** An employee absent from work for three (3) consecutive working days without appropriate authorisation from the employer will be considered by the employer as having abandoned their employment, unless the employee is able to show they were unable to fulfil their obligations under this

section through no fault of their own. The employer will make all reasonable efforts to contact the employee during the three day period of un-notified absence.

**36.0 CONFIDENTIALITY/PUBLIC STATEMENTS**

- 36.1** In recognition of the rights and interests of the public in the health service employees reserve the right to enter into public debate over matters relevant to their professional expertise and experience.
- 35.0** If an employee is concerned about any issues regarding their practice, the practice of the employer, or other matters with respect to the operation of the employer, the parties agree that, in the first instance, the matter should be raised in-house as a matter of course with the appropriate manager, or the person responsible for Protected Disclosures.
- 36.2** If the concerned employee is not satisfied with the response given, then they may speak out on the issue of concern provided that they identify themselves as speaking as authorised by and on behalf of PSA. Before speaking out on the issues of concern, these comments are to be discussed with the employee’s appropriate manager prior to release in order that the employer has the opportunity to discuss any effects which such comments might have on the employer’s business.
- 36.3** Attention is drawn to the applicable DHB or employer Media Policy and the Privacy Act.

**37.0 BARGAINING FEE**

The parties acknowledge the high administrative workloads the bargaining fee arrangement, the associated balloting, and opt-out processes impose.

This clause takes effect from date of ratification.

It is agreed that a bargaining fee shall be applied to those employees whose work is covered by this Agreement but who are not members of PSA and who are not members of another union, and who do not otherwise opt out of this clause, in accordance with the Employment Relations Act 2000 (s.69P and following).

An affected employee’s terms and conditions of employment comprise the terms and conditions of employment contained in this Agreement.

**37.1** For the purposes of this clause:

**37.1.1** The “bargaining fee” shall be set at the following rates:

<u>Gross annual salary</u>	<u>Fees per fortnight</u>
Up to \$19,628	\$4.40

\$19,629 - \$42,744	\$8.90
\$42,745 - \$54,999	\$15.40
\$55,000 - \$74,999	\$18.20
\$75,000 - \$99,999	\$20.00
\$100,00 and over	\$21.50

**37.1.2** The “specified period” is the period of 14 days prior to the date on which this clause comes into effect.

**37.1.3** An “affected employee” is one

- (a) Whose work is covered by the coverage clause of this Agreement and
- (b) Who is not a member of the union and
- (c) Who is not a member of another union and
- (d) Who is not an employee who has opted out.

**37.1.4** An “employee who has opted out” is one who would otherwise be an affected employee but who has notified the employer by the end of the specified period that the employee does not wish to pay the bargaining fee, and whose terms and conditions of employment remain the same until such time as varied by agreement with the employer.

**37.2** The employer shall at the end of the specified period deduct the bargaining fee from the wages of each affected employee and remit it to the union in the same manner in which union subscriptions are deducted and remitted to the union.

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

**37.4** This clause shall expire on 15 March 2023 which is the expiry date of this Agreement.

**38.0 PREVENTION OF HARASSMENT AND VIOLENCE IN THE WORKPLACE**

**38.1** 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 42 Employment Relationship Problems. Harassment can take many forms, including sexual harassment, bullying, racial harassment, violence, and other forms of intimidating behaviour. Guidelines for Supervisors and Guidelines for complainants are available from the human resources department.

**38.2** DHBs have a zero-tolerance policy regarding violence in the workplace, wherever it is, whatever form it takes, whomever it affects. We need to prevent violence before it starts, take immediate action when we see it, and report all incidents. All assaults will

be investigated in line with DHB policies. The process should be seen not as one to apportion blame but to learn and improve systems. DHBs will have a policy regarding lodging a police complaint where a staff member has been assaulted.

- 38.2.1 To give effectiveness to this, it is the joint responsibility of the employer and employees for training attendance and following the policies/processes put in place to maintain safety. Each workplace should have a sufficient number of Health and Safety representatives elected and trained.
- 38.2.2 In the term of this document, each unit should jointly develop and adopt a risk management plan to manage and reduce violence as part of the risk management strategy. The plan should identify additional resources available as required to manage patients and protect other patients and staff.
- 38.2.3 All assaults either physical or verbal should be entered in the Risk Management System. The register should be reviewed regularly at the delegate/ management meeting.

## **39.0 CONSULTATION, CO-OPERATION AND MANAGEMENT OF CHANGE**

### **39.1 Statement of Intent**

- 39.1.1** For collective multi DHB management of change processes refer Appendix 1.
- 39.1.2** It is recognised that ongoing changes are necessary to ensure the continuing quality of health services. These changes can be unsettling for staff.
- 39.1.3** The employer will consult when introducing change in order to seek solutions that consider the interests of the various groups involved. Information will be shared freely within the organisation and will be communicated in time for affected employees (and the PSA) to be involved in the consultative process.
- 39.1.4** All participants in the process have an equally valuable contribution to make to the process of managing change. A partnership in this process is highly desired.

### **39.2 Management of Change**

- 39.2.1** 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.
- 39.2.2** Regular consultation between the employer, its employees and the union is essential on matters of mutual concern and interest. Effective

communication between the parties will allow for:

- (a) improved decision making
- (b) greater cooperation between employer and employees; and
- (c) A more harmonious, effective, efficient, safe and productive workplace.

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

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

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

**39.2.6** Reasonable paid time off at ordinary time rates 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.

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

**39.2.8** 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.

**39.2.9** 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 has taken place.

**39.2.10** 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.

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

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

**39.2.13** 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.

**39.2.14** 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 38.3.

### **39.3 Staff Surplus**

**39.3.1** When as a result of the substantial restructuring of the whole, or any parts, of the employer's operations; either due to the re-organisation, review of work method, change in plant (or like cause), the employer requires a reduction in the number of employees, or, employees can no longer be employed in their current position, at their current grade or work location (i.e. the terms of appointment to their present position), then the options in sub-clause 38.4 below shall be invoked and decided on a case by case basis in accordance with this clause.

**39.3.2** Notification of a staffing surplus shall be advised to the affected employees and their Union at least one month prior to the date of giving notice of severance to any affected employee. This date may be varied by agreement between the parties. During this period, the employer and employee, who can elect to involve their Union Representative, will meet to agree on the options appropriate to the circumstances. Where employees are to be relocated, at least three months' notice shall be given to employees, provided that in any situation, a lesser period of notice may be mutually agreed between the employee and the employer where the circumstances warrant it (and agreement shall not be unreasonably withheld).

**39.3.3** The following information shall be made available to the Union representatives:

- (a) the location/s of proposed surplus
- (b) the total number of proposed surplus employees
- (c) the date by which the surplus needs to be discharged

- (d) the positions, grading, names and ages of the affected employees who are union members
- (e) availability of alternative positions in the DHB.

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

#### **39.4 Options**

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

- (a) Reconfirmed in position
- (b) Attrition
- (c) Redeployment
- (d) Retraining
- (e) Severance

**39.4.2** 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 subclause 38.9 will be applied as a package.

#### **39.5 Reconfirmed in position**

**39.5.1** 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.

#### **39.6 Attrition**

**39.6.1** 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.

#### **39.7 Redeployment**

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

**39.7.2** 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) 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).
  - (a) 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.
  - (b) The redeployment may involve employees undertaking some on-the-job training.

## **39.8 Retraining**

**39.8.1** Where a skill shortage is identified, the employer may offer a surplus employee retraining to meet that skill shortage with financial assistance up to the maintenance of full salary plus appropriate training expenses. It may not be practical to offer retraining to some employees identified as surplus. The employer needs to make decisions on the basis of cost, the availability of appropriate training schemes and the suitability of individuals for retraining.

**39.8.2** If an employee is redeployed to a position which is similar to his/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 bridges programmes, etc.

## **39.9 Severance**

**39.9.1** Payment will be made in accordance with the following:

- (a) Payment will be made in accordance with the following:
  - (i) “service” for the purposes of this clause is included in Appendix 9 (Each DHBs service clause will be included in the appendices)
  - (ii) One month notice or 8.33% of normal/ordinary rate of pay (T1 rate only) for the preceding 12 months, in lieu of notice. This payment is regardless of length of service, and
  - (iii) 12% of basic salary normal/ordinary rate of pay (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months service, and
  - (iv) 4% of normal/ordinary rate of pay (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
  - (v) Where the period of total aggregated service is less than 20 years, 0.333% of normal/ordinary rate of pay (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.

- (b) If the employee has ten or more years' service, the full retiring gratuity as set out in the scale contained in Appendix 4 shall be paid.
- (c) Employees with less than 10 years' service, employed in those DHBs who have a retiring gratuity as prescribed in Appendix 4 and who are made redundant are entitled to the following:
  - (i) Employees with not less than eight years' service but less than ten years service shall be paid two weeks' normal/ordinary rate of pay (T1 rate only).
  - (ii) Employees with not less than five years' service but less than eight years service shall be paid one week's normal/ordinary rate of pay (T1 rate only).

**39.9.2** Outstanding annual leave and long service leave may be separately cashed up

**39.9.3** 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

### **39.10 Job Search**

**39.10.1** 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.

### **39.11 Counselling**

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

### **39.12 Change of Ownership**

**39.12.1** 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.
- (d) Where the person acquiring the business does not offer the employee employment on the basis of a, b and c above, the employee will have full access to the staff surplus provisions.

### **39.13 Employee Protection Provisions**

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

## **40.0 LEAVE TO ATTEND EMPLOYEE RELATIONS EDUCATION LEAVE**

**40.1** Employers shall grant paid Employment Relations Education Leave to members of the PSA covered by the Agreement in accordance with the provisions of Part 7 of the Employment Relations Act 2000. The purpose of this leave is for improving relations among unions, employees and the employer and for promoting the object of the Act.

**40.2** EREL: the number of days education leave granted is based on the formula of 35 days for the first 281 employees (employees covered by this document who have authorised the PSA to act on their behalf) and a further 5 days for every 100 full time equivalent (defined as an employee who works 30 hours or more per week) eligible employees or part of the number which exceeds 280.

**40.3** The PSA shall send a copy of the programme for the course and the names of

employees attending, at least 28 consecutive days prior to the course commencing.

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

## **41.0 WORKING TOGETHER**

### **41.1 Deduction of PSA Subscriptions**

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

### **41.2 Union Meetings**

**41.2.1** The employer shall allow every employee covered by this collective agreement to attend, on ordinary pay, two meetings (each of a maximum of two hours' duration) of their union in each year (being the period beginning on the 1st day of January and ending on the following 31st day of December). This is inclusive of any statutory entitlement.

**41.2.2** The union shall give the employer at least 14 days' notice of the date and time of any meeting to which sub-clause 40.2.1 of this clause applies.

**41.2.3** The union shall make such arrangements with the employer as may be necessary to ensure that the employer' business is maintained during any meeting, including, where appropriate, an arrangement for sufficient employees to remain available during the meeting to enable the employer's operation to continue.

**41.2.4** Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any employee for a period greater than two hours in respect of any meeting.

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

### **41.3 PSA Delegate / Workplace Representative**

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

(a) Accordingly paid time off (at ordinary time rates) 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.

- (b) 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.

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

#### **41.4 Right of Entry**

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

#### **42.0 EMPLOYEE ACCESS TO PERSONAL INFORMATION**

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

#### **43.0 EMPLOYMENT RELATIONSHIP PROBLEMS**

- 43.1** These include such things as personal grievances, disputes, claims of unpaid wages, allowances or holiday pay.

##### Let the Employer Know

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

##### Representation

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

The PSA Organising Centre is on-line between 8:30am and 5:00pm, Monday to Friday.

Email  
Website

0508 367 772  
[enquiries@psa.org.nz](mailto:enquiries@psa.org.nz)  
[www.psa.org.nz](http://www.psa.org.nz)

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

## **43.2 Mediation Services**

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

Employees can ask their union organiser/delegate to provide assistance in accessing this service. Alternatively, the Mediation Service can be contacted on 0800 800 863.

## **43.3 Employment Relations Authority**

**43.3.1** If the parties are still unable to resolve the workplace problem, employees can apply to the Employment Relations Authority (ERA) for assistance. The ERA is an investigative body that operates in an informal way, although it is more formal than the Mediation Service. The ERA looks into the facts and makes a decision based on the merits of the case, not on legal technicalities.

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

## **43.4 Personal Grievances**

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

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

The employee's grievance needs to be raised with the employer so that the employer knows what it is about and can try to work to resolve it. The employee can verbally advise the employer or put the grievance in

writing. The employee's PSA delegate or organiser can help with this process. Once the employer knows of the employee's grievance, the employer is able to respond to the expressed concerns.

**Agreement for a Bipartite Relationship Framework**

**Purpose**

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

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

**The BRF seeks to:**

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

**The principles of the relationship framework:**

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

The parties agree that they will:

- To the extent they are capable, provide appropriate health care to the communities they serve in an efficient and effective manner.
- To the extent they are capable, ensure the availability and retention of an appropriate trained and educated workforce both now, and in the future.
- Promote the provision of a safe, healthy and supportive work environment where the recommendations of the “Safe Staffing and Healthy Workplaces Committee of Inquiry” are evident.
- Recognise the environmental and fiscal pressures which impinge upon the parties and work practices and accept the need to constantly review and improve on productivity, cost effectiveness and the sustainable delivery of high quality health services.
- Commit to making decisions that will be reached through genuine consultation processes
- Be good employers and employees.
- To the extent they are capable, ensure workforce planning, rosters and resources meet patient and healthcare service requirements, whilst providing appropriate training opportunities and a reasonable work/life balance.
- Recognise the interdependence and value of all the contributions of the health workforce, their collegiality and the need for a team approach to the delivery of health care.
- Accept that all parties have responsibilities, obligations and accountability for their actions.
- Accept that the need to deploy resources appropriately may lead to a review of traditional job functions, the reallocation or substitution of tasks.
- Work towards enhanced job satisfaction for all employees.

### **1) Supporting national and local bipartite structures**

Bipartite Action Group (BAG)

These structures substitute any existing comparable bi-partite structures.

*National Bipartite Action Group (National BAG)*

This relationship framework, and the undertaking of activities required by it, shall be overseen by a committee of representatives of the parties, known as the Bipartite

Action Group (BAG).

The parties will decide their respective membership with members representing NZNO, SFWU, PSA members and DHBs. All parties will have representatives at the National BAG meetings with sufficient status to enter into agreement on matters raised. BAGs will be chaired on a rotational basis by DHBs and the union parties. Both the DHBs and union parties will have the same number of votes with union parties deciding how their voting rights will be determined.

The committee will meet through voice and or video conferencing as required and hold face to face meetings at periods to be agreed but no less frequently than quarterly.

DHBs are required to support the functioning of the BAG through ensuring parties are able to be released from other duties for this purpose.

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

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

Secretarial services shall be provided by DHBSS.

#### *Local BAGs*

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

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

## **2) Healthy workplaces**

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

## **3) Change Management:**

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

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

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

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

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

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

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

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

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

#### **4) Disputes and problem resolution**

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

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

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

In the event that the parties can not reach an agreed solution and unless the parties

agree otherwise, after no less than two facilitation meetings, the third party will, after considering relevant evidence and submissions, provide a written but non-binding recommendation to the parties.

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

## Healthy Workplaces Agreement

February 2010

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

**Achieving healthy workplaces requires:**

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

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

- The parties agree to work together to establish a national framework for a whole of system approach to care capacity management which;
  - provides efficient, effective, user friendly processes and structures
  - provides centralized, multi stakeholder governance
  - is used consistently and effectively at all levels to manage and monitor care capacity

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

- includes a core data set by which the health of the system is monitored and is used to inform forecasting, demand planning, and budgeting
- includes consistent, credible, required responses to variance in care capacity
- recognises the need for local solutions consistent with the principles of healthy workplaces
- Each party will undertake to promote and model behaviour that demonstrates productive engagement and builds a workplace culture that enables everyone to feel their contribution is valued and respected. Opinions of those performing the work will be sought when new innovations, improvements and changes are required, in a manner consistent with consultation and change management processes referred to below
- Quality of care and quality of the work environment are agreed priorities that underpin productivity and will be incorporated in all workplace processes and actively sponsored at all levels of the organization
- Developing and maintaining policies and practices that actively encourage all employees to be confident in leading and making decisions within their levels of expertise and experience.
- Access for all employees to appropriate professional development and appropriate learning opportunities, including appropriate national qualifications, in order to give them greater opportunities to extend their roles and responsibilities within the public health system.
- Facilitating appropriate release time to attend relevant professional development and learning opportunities;
- A wider team approach to planning and evaluation of service capacity and service delivery will be used to ensure the right people with the right skills are providing the right care (role) at the right time in the right place. This will support staff in taking responsibility and accountability for their own services' performance, and using the tools and policies in place to effect improvement
- Nationally consistent consultation and change management processes to facilitate both input into decision making on issues affecting the workplace and active engagement in the development and /or problem solving of initiatives to address the issues.

### **Escalation Pathway for Mental Health and Public Health**

In the event that an acute staffing shortage cannot be alleviated, patient cares, and the volume and range of services may be reduced in accordance with direction by the appropriate manager and employer policies. In addition, the escalation process shall apply:

When an individual/team considers they have reached the limits of safe practice they will be supported to resolve the situation as follows:

- The manager will be immediately informed of the situation by the staff member.
- The staff member will not be required to take additional workload until strategies have been implemented to address the immediate workload issues (e.g. the redeployment of staff or patients), notwithstanding any immediate duty-of-care requirements

If the process outlined above does not resolve the situation, steps will be taken immediately to elevate the issue to that level of nursing service management authorised to resolve the immediate problem and take steps to reduce the likelihood or a recurrence of similar problems.

- The most senior nurse in the DHB, at the time of the event, will report the event to the most senior manager in the DHB as soon as is reasonably possible. [For example; The Nurse or Duty Manager will immediately advise the Director of Nursing (DoN) or DoN MHN or, if the DoNs are not available, the Manager responsible for the hospital at that time.]
- Direct assistance will then be given from this level in the organisation, and the event reported to the Chief Executive by the DoN as soon as is reasonably possible.
- All incidents shall be reported and investigated and a PSA delegate will be involved in investigations and corrective measures.

### **Mental Health and Public Health Workload and Staffing Steering Committee (See clause 32.8)**

#### **1. GENERAL**

- a) These Terms of Reference set out the membership, purpose, responsibilities and reporting arrangements of the Mental Health and Public Health Workload and Staffing Steering Committee (“Steering Committee”).
- b) The Steering Committee’s primary purpose is to create a national forum covering both MECAs and all DHBs to oversee compliance by DHBs of their obligations under clause 32.7.
- c) The Steering Committee will oversee key agreed projects, including priority projects to:
  - i) implement clause 32.7 of the MECAs on workload management (following the principles attached as Annex 1),
  - ii) reduce violence towards staff, and
  - iii) look at ways to retain experienced and qualified staff in mental health and addictions.

#### **2. SPONSORS, MEMBERSHIP AND QUORUM**

- a) The Sponsors of the Steering Committee shall be Fionnagh Dougan (“DHBs’ Sponsor”) and National Secretary of PSA (“PSA Sponsor”) (together “the Sponsors”). Any replacement DHB Sponsor shall be

appointed by the DHBs CE forum. Any replacement PSA Sponsor shall be appointed by the General Secretary of PSA.

- b) The composition of the Steering Committee shall be as follows: (or as otherwise agreed by the Sponsors):
  - i) DHB Management appointees – the following as appointed in writing by the DHBs’ Sponsor (following consultation with the PSA Sponsor) :
    - (1) One GM HR from a DHB
    - (2) One GM Operations from a DHB
    - (3) One Director of Nursing from a DHB
    - (4) One Chief Operating Officer from a DHB
    - (5) One Employment Relations Manager from a DHB
  - ii) PSA appointees - the following as appointed in writing by the PSA Sponsor (following consultation with the DHBs’ Sponsor)
    - (1) Five PSA delegates (of whom at least one is a Māori representative)
    - (2) 2 PSA officials
- c) The quorum shall be 3 DHB Management Appointees and 3 PSA Appointees (at least one of whom is a PSA Official).
- d) A Chair or Co-Chairs of the Steering Committee shall be appointed from time to time by the Steering Committee by consensus.
- e) Secretarial services (including for example the preparation of agendas and minutes of meetings) shall be provided by the DHBs

### **3. ATTENDANCE**

- a) Other individuals may be invited to attend if specific specialist advice is required.
- b) Other colleagues from supporting organisations may be invited to attend where appropriate.

### **4. FREQUENCY OF MEETINGS**

- a) The Steering Committee will meet every 6 weeks, at least 3 meetings each year should be face to face. The chair may call additional meetings as necessary.
- b) If a designated member is unable to attend, they should endeavour to send a representative in their place.
- c) Members may be contacted in between the formal meetings, if there are urgent matters to discuss.

### **5. REPORTING**

- a) The Steering Committee will report to the Sponsors who may attend the face to face meetings.
- b) Quarterly written reports will be provided by the Chair (or Co-Chairs) to the Sponsors

### **6. RESOURCING**

The DHBs shall provide adequate resourcing to the Steering Committee to ensure its effectiveness including without limitation paid delegate release and access to the following resources:

- a) Data analysis
- b) Rostering expertise
- c) CCDM knowledge
- d) Relevant Health and Safety expertise including access to the Health and Safety National Managers Forum
- e) ACC expertise

## **7. GROUND RULES**

- a) Requests for Agenda items should be sent to the Chair (or Co-Chairs) a minimum of two weeks in advance. The Chair (or Co-Chairs) will decide when and if items can be added, depending on previous commitments and time restraints.
- b) An approved agenda and papers will be circulated by email to all members five working days in advance of meetings taking place.
- c) Minutes from the previous meeting will be circulated to all members no later than 15 working days after the meeting.
- d) To ensure that meetings run smoothly and effectively, members will be expected to adhere to the following rules:
  - i) Members will read circulated reports and other materials in advance of meetings
  - ii) Discussions should follow planned agendas
  - iii) Decisions shall be made by consensus
  - iv) Identify actions that result from discussions and commit to following through those actions

## **8. CONFIDENTIALITY**

- a) Documents shall not be shared externally unless expressly stated otherwise.
- b) Members are required to respect confidentiality of specific topics discussed at the meeting as requested by other members.

## **9. REVIEW DATE**

Membership and chairing arrangements will be reviewed annually between the Sponsors. Next Review date will be 1 May 2022 or such other date as agreed by the Sponsors.

## **ANNEX – Workstream on implementation of clause 32.7 obligations**

### **1. BACKGROUND**

- a) There are 2 Multi-Employer Collective Agreements covering Mental Health and Public Health Nursing (“the MECAs”)
  - i) PSA and 3 Auckland Region DHBs – Auckland DHB, Counties-Manukau DHB and Waitemata DHB; and
  - ii) PSA and the following DHBs: Bay of Plenty DHB, Canterbury DHB, Capital and Coast DHB, Hawke’s Bay DHB, Hutt Valley DHB, Lakes District DHB, Midcentral DHB, Nelson Marlborough DHB, Northland DHB, Southern DHB, Tairāwhiti DHB, Taranaki DHB, Waikato DHB, Wairarapa DHB, West Coast SHB and Whanganui DHB
- b) Both MECAs contain the following clause 32.7 :

### **2. RESPONSIBILITIES**

- a) To continue the interest-based process commenced in the 2020/21 bargaining concerning workload and compliance with clause 32.7 and in doing so:
  - i) To develop a workplan that includes milestones and timeframes to deliver clause 32.7.
  - ii) To make recommendations to DHBs and the Sponsors (as set out below) about compliance with clause 32.7.
  - iii) To connect with Area Directors of Mental Health and their equivalents in Public Health concerning their strategies and objectives and in particular the effect on workload and to monitor the delivery of those strategies

- iv) To gather information and data for the purposes of monitoring compliance with clause 32.7
- v) In relation to Public Health, given COVID response requirements, to recommend time scales and course of action.
- vi) To develop guidelines for the resourcing of workplans ensuring that there is adequate workforce representation and time applied to deliver the relevant workplan
- vii) To consider and recommend methodology to deliver appropriate workload and staffing levels including process, tools, structure, and approach
- viii) To consider workloads and compliance programmes in particular workplaces, as required
- ix) To recommend changes to policies and practices in connection with the workplans
- x) To consider clerical and allied positions in connection with the workplan, in recognition that workload is undertaken by multidisciplinary teams (especially but not only in community mental health settings).

### 3. PURPOSE

This workstream focusses on the Steering Committee's primary purpose which is to create a national forum covering both MECAs and all DHBs to oversee compliance by DHBs of their obligations under clause 32.7

In doing so it will:

- i) Enable management and PSA and its delegates to co-ordinate the work of DHBs in complying with clause 32.7
- ii) Recommend approach and methodology to the DHBs, as and when required, to assist with compliance with clause 32.7 of the MECAs and in particular to recommend and oversee pilot programmes of work at specified DHBs (to be agreed), for the purpose of developing know-how and methodology which may assist those and other DHBs with compliance. These processes should include an agreed escalation pathway for determining breaches/remedies, which will include an independent panel or reviewer to review the operational circumstances for both the employees and the relevant DHB.
- iii) In relation to compliance with clause 32.7, develop processes to ensure that responses to short staffing address the following principles:
  - (1) Every area has a VRM and has a practical VRM escalation plan that is to be implemented once the area has been categorised as under-resourced. These plans are to be developed in collaboration between appropriate managers and PSA delegates, and in conjunction with the provisions of clause 32.7 of the MECA and its appendix.
  - (2) Where possible the VRM is linked across a service and reviewed by the appropriate manager. e.g. acute services manager for acute inpatient and community crisis teams. This will enable a full picture of the area.
  - (3) VRM measures/questions are developed in collaboration between appropriate managers and PSA delegates and must include safety and capacity measures/questions.
  - (4) There will be appropriate education and training of a VRM team (Need to cover a broad range of skills)
  - (5) The VRM Team would be managed through IOCs (Integrated Operational Centres), and deployed according to VRM and ring-fenced for VRM response
  - (6) Short staffing in areas that do not have Trendcare (for example in community and public health settings) will require further work focussing on the identification of short staffing

trigger points and the development of 'flow to the need' teams.

(7) Focus on the delivery of safe nursing care.

- iv) Oversee and monitor the execution of that workplan during the term of the MECAs
- v) Connect with the Nursing Accord and other professional and workplace forums which are overseeing workload discussions
- vi) Ensure continuity through the Health and Disability Reform and transition to HealthNZ
- vii) Comply with such other purposes as the Sponsors may specify in writing.

**CLOTHING ALLOWANCE****A. Civilian Clothing Allowance**

For civilian clothing allowance where for therapeutic requirements or in interest of patient care rehabilitation an employee is required by the employer to wear civilian clothing instead of the normal uniform:

<b>DHB</b>	<b>Clothing Allowance</b>
Waitematā DHB Mental Health Nurses	\$3.04 per day
Counties-Manukau Mental Health Nurses	\$3.19 per day
Auckland Mental Health Nurses	\$3.15 per day
Auckland, Counties-Manukau and Waitematā Public Health Nurses	\$3.42 per day

**B. Shoe and Stocking Allowance**

- a. Where the employer requires an employee to wear a particular type of shoe, an allowance shall be paid from the date of appointment at the following rates:

<b>DHB</b>	<b>Allowance</b>
Waitematā	\$122.79 pa
Counties-Manukau	\$131.59 pa
Auckland	\$126.00 pa

- b. Where the employer requires an employee to wear a particular type or colour of sock, stocking or panty-hose, six pairs of these shall be supplied free of charge or an allowance shall be paid in lieu at the following rates:

<b>DHB</b>	<b>Allowance</b>
Waitematā	\$30.42 pa
Counties-Manukau	\$32.60 pa
Auckland	\$30.42 pa

- c. In the case of an employee who is employed part-time, a proportionate part of these allowances shall be paid, as applicable.

**C. CMDHB and ADHB Only (Registered, Enrolled and Assistants) - Mental Health Services**

An allowance at the following rate per month shall be paid to an employee to whom a complete uniform is not supplied on appointment, such allowance to continue until the complete uniform is provided.

<b>DHB</b>	<b>Allowance</b>
Auckland	\$3.92 per month
Counties-Manukau	\$4.20 per month

#### **D. Safety Footwear Allowance WDHB and CMDHB**

- a) An eligible employee is one whose work is of such a nature that wearing safety footwear lessens that risk of foot injury from work accidents; the employer is obliged to provide appropriate safety footwear.
- b) Where an eligible employee elects to buy their own safety footwear and produces a receipt to the employer, the employee may be reimbursed the actual and reasonable cost up to a maximum below and subject to (c) below.

\$103.36 p.a. WDHB

\$110.77 p.a. CMDHB

- c) An employee under (b) above who ceases to be employed by Waitemātā District Health Board before completing 12 months continuous service shall refund to Waitemātā District Health Board 1/12 of the initial cost reimbursed for each incomplete month of the 12-month period.

**RETIRING GRATUITIES**

- (a) For the purposes of establishing eligibility for a gratuity, total service may be aggregated, whether this be part-time or full-time, or a combination of both at different periods. Part-time service is not to be converted to its full-time equivalent for the purpose of establishing eligibility.
- (b) Where part-time service is involved the gratuity should be calculated to reflect this. The number of hours per week employed during the years of service is calculated as a percentage of the number of hours represented by a full week and this percentage is applied to the rate of pay established for gratuity purposes.
- (c) Gratuities may be paid to the spouse or if no surviving spouse, the dependent child(ren) of employees who died before retirement or who died after retirement but before receiving a gratuity. Spouse is defined as a person with whom a marriage contract has been made or who is in a de facto relationship.
- (d) See schedule for conditions on payments.
- (e) The calculation of a gratuity entitlement shall be in accordance with the scale detailed below, provided that the amount of any gratuity previously received in respect of service taken into account in the calculation shall be deducted.
- (f) For the purposes of calculating the amount of gratuity which the employer may pay the rate of pay on retirement shall be the basic rates of salary or wages.
- (g) An employee who is granted leave without pay and who remains in the service of the employer, will, on retirement, have such leave aggregated with other service for gratuity purposes.
- (h) Notice requirements for retirement are specified in employer policies.

<b>Scale of Maximum Gratuities</b>	
<b>Period of Total Service</b>	<b>Maximum Gratuity Pay Entitlement during These Consecutive Days</b>
Not less than 10 years and less than 11 years	31 Days
Not less than 11 years and less than 12 years	35 Days
Not less than 12 years and less than 13 years	39 Days
Not less than 13 years and less than 14 years	43 Days
Not less than 14 years and less than 15 years	47 Days
Not less than 15 years and less than 16 years	51 Days
Not less than 16 years and less than 17 years	55 Days
Not less than 17 years and less than 18 years	59 Days
Not less than 18 years and less than 19 years	63 Days
Not less than 19 years and less than 20 years	67 Days
Not less than 20 years and less than 21 years	71 Days
Not less than 21 years and less than 22 years	75 Days
Not less than 22 years and less than 23 years	79 Days
Not less than 23 years and less than 24 years	83 Days
Not less than 24 years and less than 25 years	87 Days
Not less than 25 years and less than 26 years	92 Days
Not less than 26 years and less than 27 years	98 Days
Not less than 27 years and less than 28 years	104 Days
Not less than 28 years and less than 29 years	110 Days
Not less than 29 years and less than 30 years	116 Days
Not less than 30 years and less than 31 years	123 Days
Not less than 31 years and less than 32 years	129 Days
Not less than 32 years and less than 33 years	135 Days
Not less than 33 years and less than 34 years	141 Days
Not less than 34 years and less than 35 years	147 Days
Not less than 35 years and less than 36 years	153 Days
Not less than 36 years and less than 37 years	159 Days
Not less than 37 years and less than 38 years	165 Days
Not less than 38 years and less than 39 years	171 Days
Not less than 39 years and less than 40 years	177 Days
Not less than 40 years	183 Days

NB: Gratuity equates to the pay that would be earned in the period of consecutive (including non-working) days.

## 1 Retiring Gratuities Recognition of Service

### 1.1 ADHB

The Employer may pay a retiring gratuity to staff retiring from the ADHB who have had no less than ten years service with the ADHB, with the ADHB and one or more other CHE's and with one or more of the following services: Health Service (for the purposes of this clause this includes Ministry of Health, Hospital Boards, Area Health Boards, The Health Service Personnel Commission, National Health Commission, RHA's, CHE's, DHB's and subsidiaries and community trusts directly or indirectly funded by an RHA or CHE), the Public Service, the Post Office, NZ Railways or any university in New Zealand. Provided that for Employees engaged after 1 July 1992 only service with The Health Service shall be recognised.

### 1.2 WDHB

For all employees engaged before 01 July 1992.

- (a) The employer shall pay a retiring gratuity to staff retiring from the DHB who have had not less than 10 years' service with the employing DHB, with that DHB and one or more other DHBs and with one or more of the following services: the Health Service, the Public Service, the Post Office, N.Z. Railways, or any University in New Zealand.
- (b) For employees engaged after 01 July 1992 and prior to 01 August 1999.
- (c) Provided that for employees engaged after 1 July 1992 only service with the Health Service (CHEs, HHSs and subsidiaries, Area Health Boards, Hospital Boards or Health Service Community Trusts, Public Health Commission, RHA) shall be recognised.
- (d) For employees engaged after 01 August 1999
- (e) Providing also that for employees engaged after 1 August 1999 only service with Waitematā Health Ltd/DHB shall be recognised.
- (f) CMDHB: The Employer may pay a retiring gratuity to staff retiring from Counties Manukau District Health Board who have had not less than 10 years' service with Counties Manukau District Health Board as defined below. Provided that for employees engaged after 1 July 1992, the employer shall recognise service accumulated at the expiry of the Auckland Area Health Board PTR Collective Employment Contract, or the Auckland Area Health Board Clerical, Administrative, and Related Employees Collective Employment Contract (both expiring 28 February 1994).
- (g) "Service" Means the Aggregate of:

- i Service with the employer (including any individual employees' service previously recognised at the commencement date of this contract)
- ii Service with any DHB, Crown Health Enterprise, Regional Health Authority, or Public Health Commission.

### **1.3 Conditions for Payment**

#### **1.3.1 ADHB**

The Employer may also grant half the normal entitlement to those Employees resigning after not less than 10 years' service to take up other employment.

#### **1.3.2 WDHB**

- (a) The employer shall, in exceptional circumstances, consider approving the payment of half or all of the normal entitlement to those employees who leave the DHB service after 10 years' service. Such exceptional circumstances shall include, but not be limited to, sickness or retirement on medical grounds but would not normally include resignation to take up other employment.
- (b) Waitematā District Health Board agree to explore the accessing of retiring Gratuity days prior to the date of actual retirement on a case by case basis

### **1.4 CMDHB**

The Employer shall grant a full gratuity to those employees resigning after not less than 10 years' qualifying service, who are retiring from employment (and who sign a statutory declaration verifying this as their reason for resignation – such declaration to include provisions for repayment of the gratuity in the event that they resume significant paid employment). A full gratuity shall also be granted to those employees who have had not less than 10 years qualifying service and who are resigning for reasons of ill health or incapacity to continue with the same type of work.

**WDHB MEAL ALLOWANCE, FORENSIC PSYCHIATRY SERVICE**

- (a) Paid meal break i.e. 0.5 hour for meal, (as nurses will remain available in the Units), will be paid at the appropriate overtime rate.
- (b) Standard meal allowance will also be paid for nursing staff required to stay in the Units for coverage purposes during their meal breaks.

NOTE: This Clause applies to afternoon and day shifts only.

**ALTERNATIVE PAYMENT SYSTEM**

The source MECA for these references is the 2005 Regional Collective

**1 CMDHB APS**

The alternative payment system applies in respect of nurses employed on rostered shifts in in-patient services. They will be implemented where possible during the currency of this contract for the following employee groups:

- In-patient nursing services in Mental Health at Middlemore
- Community Mental Health services

Where the employees involved incur regular penal earnings in respect of routinely rostered shifts.

**1.2 CMDHB Alternative Payment System for Weekends and/or Nights**

- (a) When agreed between Counties Manukau, the PSA and the employees affected, employees whose ordinary hours of work regularly fall outside the hours of Monday to Friday 6.00 am to 8.00 pm shall be paid for such work in terms of clause 3(b) below. Such payments shall be in lieu of any payments which would otherwise be payable in terms of the penal time clauses 1.0 and 2.0 of this Schedule.
- (b) Should a dispute arise over the agreement or otherwise, of the implementation of the alternative payment system, then a 'disputes committee' shall be convened comprising equal numbers of representation from Counties Manukau and the PSA and an agreed chairperson. The role of this committee shall be to reach a mediated decision.
- (c) After implementation where the hours of work in any particular unit change by such an extent as to alter the basis of the system, any of the parties to this contract may request a review of the system being used. Such a review shall be carried out within two months of the initial request being made with any agreed changes in payments to include arrangements for any required backdating.
- (d) In terms of the above the parties agree that the following principles shall apply to any alternative payment system introduced during the currency of this document.
- (e) The potential for introducing such a system shall be evaluated on a unit by unit basis.

- (f) The alternative payment system shall be cost neutral for the service unit into which it is to be introduced, relative to penal rates where regular weekend or night penal hours are worked.
- (g) Such a system shall also endeavour to ensure that income levels are relative to the frequency of nights and weekends required to be worked.
- (h) Wherever it is proposed to introduce such a system, a joint working party comprising equal numbers of Counties Manukau and PSA representatives shall develop and evaluate an appropriate system for the service unit concerned.
- (i) The alternative payment system shall be based on converting penal and/or night rate earnings into an allowance, based on the frequency of nights and weekends required to be worked, such allowance to be paid additional to base salary.
- (j) Each such system shall incorporate rules to prescribe:
  - i. How the payment of allowances to individuals shall be determined, and
  - ii. When and how the rate of allowances to individuals shall be charged.

### **1.3** WDH B Alternative Payment System for Weekend and/or Night Rates

#### (a) Conditions of Agreement

- i. When agreed between the employer, the PSA and the majority of employees directly affected, the employees whose ordinary hours of work regularly fall outside the hours of Monday to Friday 6.00 am to 8.00 pm shall be paid for such work in terms of Clause 4.11.2 of this Agreement.
- ii. Such payments shall be in lieu of any payments which should otherwise be payable in terms of night and weekend penal rates. Where regular penal time is worked, employees shall continue to be paid the applicable penal rates, until an APS is implemented.
- iii. Where it is demonstrated and agreed that a Service is unable to accommodate the alternative payment system and where regular penal time is worked, employees shall continue to be paid the applicable penal rates in terms of Clause 4.10.
- iv. Should a dispute arise over the agreement or otherwise, of the implementation of the alternative payment system, then a “disputes committee” shall be convened comprising equal numbers of representation from PSA and Waitemata District Health Board and an

agreed chairperson. The role of this committee shall be to reach a mediated decision.

- v. After implementation where the hours of work in any particular unit change by such an extent as to alter the basis of the system, any of the parties to this Agreement may request a review of the system being used. Such a review shall be carried out within two months of the initial request being made with any agreed changes in payments to include arrangements for any required backdating.

(b) Principles of alternative payment system

- i. In terms of Clause 4.11.1 the parties agree that the following principles shall apply to any alternative payment system introduced during the currency of this document.
- ii. The potential for introducing such a system shall be evaluated on a Unit by Unit basis.
- iii. The cost of introducing such a system shall be cost neutral, relative to the penal rates provisions to the Service Unit into which it is being introduced.
- iv. Such a system shall also endeavour to ensure that income levels are relative to the frequency of nights and weekends required to be worked.
- v. Wherever it is proposed to introduce such a system, a joint working party comprising equal numbers of Waitematā District Health Board and PSA representatives shall develop and evaluate an appropriate system for the Service Unit concerned.
- vi. The alternative payment system shall be based on converting weekend penal and/or night rate earnings into an allowance, based on the frequency of nights and weekends required to be worked, such allowance to be paid additional to base salary.

(c) Each such system shall incorporate rules to prescribe:

- i. How the payment of allowances to individuals shall be determined, and
- ii. When and how the rate of allowances to individuals shall be charged.

**1.4** ADHB Alternative Payment System: Weekends and/or Nights

- (a) When agreed between the ADHB, the PSA and the majority of Employees affected, Employees whose ordinary hours of work regularly fall outside the hours of Monday to Friday 0600 to 2000 hours shall be paid for such work in

terms of clause 6.11.2 of this Agreement. Such payments shall be in lieu of any payments which would otherwise be payable in terms of clauses 6.1 (night and weekend penal rates).

- (b) For Employees working irregular or infrequent hours outside Monday to Friday 0600 to 2000 hours, or in other areas where the parties agree that an alternative payment system shall not apply, the penal rates set out in clause 6.10 will be used.
- (c) Should a dispute arise over the agreement or otherwise, of the implementation of the alternative payment system, a “disputes committee” shall be convened comprising equal representation from the ADHB and the PSA, with an agreed chairperson. The role of this committee shall be to reach a mediated decision.
- (d) After implementation, and where the hours of work in any particular unit change by such an extent as to alter the basis of the system, any of the parties to this Agreement may request a review of the system being used. Such a review shall be carried out within two (2) months of the initial request being made with any agreed changes in payments to include arrangements for any required backdating.
- (e) In terms of clause 6.11.1 the parties agree that the following principles shall apply to any alternative payment system introduced during the currency of this document.
- (f) The potential for introducing such a system shall be evaluated on a unit by unit basis.
- (g) The cost of introducing such a system shall be cost neutral, relative to penal rates prior to 1 January 1993, to the service unit into which it is to be introduced.
- (h) Such a system shall also endeavour to ensure that income levels are relative to the frequency of nights and weekends required to be worked.
- (i) Wherever it is proposed to introduce such a system, a joint working party comprising equal numbers of ADHB and PSA representatives shall develop and evaluate an appropriate system for the service unit concerned.
- (j) The alternative payment system shall be based on converting penal and/or night rate earnings into an allowance, based on the frequency of nights and weekends required to be worked, such allowance to be paid additional to base salary.
- (k) Each such system shall incorporate rules to prescribe:
  - i. How the payment of allowances to individuals shall be determined, and
  - ii. When and how the rate of allowances to individuals shall be changed.

**PROFESSIONAL DEVELOPMENT**

**1 CMDHB Annual Update Day**

In addition, one day's education leave per annum will be provided for undertaking annual update requirements.

**1.2 CMDHB Only Mental Health Nurse Scholarships**

Three Scholarships of \$2,000.00 per annum are available on application. These scholarships are available to employees in Mental Health nursing related services to undertake relevant and appropriate courses of study. (Guidelines are available in the Human Resources Policy)

Schedule - ADHB Education & Training Leave

- (a) In recognition of the importance of continuing education and training the ADHB encourages Employees to obtain appropriate qualifications, to attend relevant courses and seminars and to undertake research or projects which support the strategic direction of the ADHB and which facilitate their own growth or development.
- (b) The ADHB shall ensure that adequate resources are made available to meet the training requirements.
- (c) Provision of study assistance and payment of courses fees and conference expenses will be in terms of the Company Policy "Education Training and Development".
- (d) ADHB will provide Employees access to well researched and high quality internal and external training and development opportunities. Details of the criteria are contained in the Company Policy Manual – "Education, Training and Development".

**1.1 WDHB**

- (a) Where it is considered desirable in the interests of Waitematā District Health Board and/or the career development of an individual employee, approval may be granted for study leave.
- (b) Such leave shall include leave to attend lectures or block courses and to sit examinations.

- (c) Waitematā DHB will produce and make available to employees, quarterly reports by service and position indicating what support (financial or otherwise) and leave from work (paid and unpaid) has been approved for employee's educational and training purposes.

## **1.4 CMDHB Staff Training and Development**

### **1.4.1 Preamble**

- (a) Training and education is provided as a means of valuing and empowering staff so that they are supported in acquiring the skills for future-proofing service provision to meet the needs of patients and reflect the organisation's business plan.
- (b) It is a means of recognising and growing the skills and knowledge inside the organisation that fosters a team approach to learning, alongside individual development. Training and Education will embody a positive sharing of responsibility and a combined level of personal and organisational commitment.

### **1.4.2 Clinical Staff Entitlements**

- (a) To assist individuals in updating and enhancing their clinical skills the employer shall grant employees on the basis of each full time equivalent:
  - i. In their first year of service up to 20 hours leave on pay per annum and up to three hundred dollars per annum as a reimbursing allowance to cover associated costs.
  - ii. In their second year of service up to 30 hours leave on pay per annum and up to four hundred dollars as a reimbursing allowance to cover associated costs.
  - iii. In their third and subsequent years of service up to 40 hours leave on pay per annum and up to five hundred dollars as a reimbursing allowance to cover associated costs.
  - iv. Approval for individuals to take education leave over and above these provisions will be made in accordance with the procedure detailed in Appendix 2 to the Agreement.
  - v. Also refer to Clause 10.5.1 above.

### **1.4.3 Non- Clinical Staff**

Training will be provided to all non-clinical staff to meet service needs. Training needs may be identified through the performance development system and career pathway process. No set amounts have been established or agreed, however, if sufficient funding is not allocated to meet the needs of non-clinical staff, individual allocations commensurate with clinical staff will be set at the next contract negotiations.

#### 1.4.5 Guidelines for Access for Clinical and Non-Clinical Staff

- (a) Process
  - i Performance development plans ( PDP)
    - All staff to have performance development plans and annual reviews. Training needs should be identified prior to or during this process and agreed by both parties.
  - ii Process for applying for training
    - Training need outlined in PDP
    - Nominate course
    - Identify costs
    - Negotiate with supervisor / manager for approval and or time to attend particular course
    - Leave application form to be completed
    - Arrangements for cover
    - To appeal, approach supervisor / manager directly
    - If appeal is unsuccessful, approach relevant HR Manager for reconsideration in consultation with supervisor / manager and / or their manager if necessary.
- (b) Monitoring
  - i Supervisor / Manager and staff member to keep records of training received.
  - ii Supervisor / manager to keep record of training hours and costs.
- (c) Amounts
  - i Use clinical allocations and approval rationale as a guideline
  - ii Basic principle would be to access internal courses first
- (d) Education: Performance Development Plans
  - i Education of team leaders, managers and staff on how and why of PDP
  - ii Setting of goals e.g.
  - iii Personal
  - iv Professional
  - v Quality
  - vi Teamwork
  - vii Organisational
- (e) Unused Funds

The paid leave and money prescribed by the clause is for each individual to use. If an individual does not use their expense entitlement within a year it goes into the PACT Accrued Education Fund for discretionary allocation within their service centre and the organisation. Unused leave hours are not carried forward. A year is defined beginning 1 July each year and finishing 30 June the following year. The process for applying for Accrued Funds is set out in Appendix II to this agreement.

(h) Annual Update Day

In addition, one day's education leave per annum will be provided for undertaking annual update requirements.

## PACT ACCRUED EDUCATION FUND 2004-07 Contract

Staff employed under the PACT Collective Agreement can apply for money from the PACT accrued fund to assist them to attend National or International Conferences, Courses or Seminars which are **directly related to their role and scope of practice**.

Training/education is provided as a means of valuing and empowering staff so that they are supported in acquiring the skills to meet the needs of patients and reflect the service/organisation's objectives and strategic direction. This education fund contains the money that has not been used by PACT staff each financial year for discretionary allocation within the organisation. **Unused leave hours are not carried forward.**

### CRITERIA FOR APPLICATION

For an application to be considered a written plan **MUST** be submitted covering **ALL** of the following criteria:

A copy of your performance development plan for the year which clearly reflects the intention to participate in this activity

A statement of your learning outcomes, and how the knowledge gained will be shared with colleagues

A statement that a brief report on the education/course/conference etc you are attending will be provided to the relevant Line Manager and Professional Leader at the completion of the education/course/conference etc. **For conference, funding preference will be given to staff who will be presenting (a paper or poster)**

That a teaching session(s) will be held on completion of the training/course/conference etc to relevant CMDHB staff

A statement documenting any previous applications to the PACT Accrued (or other funds) for training/development support. Preference will be given to those applicants who have not applied for funds in the previous three years. **This should also include what your individual Training & Education fund balance currently is (your Team Leader will advise you)**

How you propose to spend the money (i.e. airfare, accommodation, course fees, meals). **Written quotes for airfares and accommodation must be requested you're your Travel Coordinator**. Please be aware that these prices could change from the time of quotation depending on when funding applications are decided, so please ensure Stephanie is aware what date your application is to be heard.

A photocopy of the educational information/course/conference/seminar details (provider/venue/programme/registration fee) etc

A letter of support from your Team Leader and Professional Leader or similar, including a statement that you have been employed by CMDHB for **a minimum of one year**.

1.1.1 <b>Please ensure you keep a copy of your application</b>
----------------------------------------------------------------

## **IMPORTANT INFORMATION FOR FUNDING APPLICATIONS**

### **APPROVAL PROCESS**

Applications are to be submitted to the Executive Assistant, ARHOP

Applications must be submitted **NO LATER than 5.00 p.m. on the Monday prior to the Committee meeting**

Applications will be considered **on the 2<sup>nd</sup> Friday of every month**, (see schedule below) by the selection committee (a minimum of two General Managers or their representatives, a Professional Leader and a PSA representative).

Applicants will be notified in writing of the outcome.

This process will be reviewed at the time of PACT CA renewal.

Preference will be given to applications from those employees who have not applied for funding in the previous three years. This is not however to prevent or deter those who have received funding from applying to the Fund again.

See Southnet for application dates:

**PACT ACCRUED FUND - APPLICATION FORM**

NAME: .....

JOB TITLE: ..... EMPLOYEE NUMBER: .....

DATE OF APPLICATION: .....

DATE OF COMMENCEMENT WITH CMDHB: .....

\$ AMOUNT APPLIED FOR: \$ and what it will cover (please attach quote for airfare/accommodation if applicable):

Attached

**A written letter of application to include:**

A summary of how you will share the knowledge gained with your colleagues

The expected learning outcomes to be met by attendance

How you will provide a brief report on the course, conference, etc you are attending at the completion of the course, conference, etc. **For conference attendance, funding preference will be given to staff who will be presenting (paper or poster).**

Any access to previous accrued funds over the past three years, including purpose for use of the funds

**Please attach a copy of the following documentation:**

A copy of your individual goals/development plan for the year which clearly reflect the intention to attend the activity

A photocopy of the conference/course/seminar details (provider, venue, program, registration fee)

A written letter of support from your Charge Nurse, Team Leader and Professional Leader or similar, including a statement that you have been employed by CMDHB for a period of one year

**CRITERIA FOR APPLICATION**

**You will have been employed by CMDHB for a minimum of one year.  
You are covered under the PACT CA (clinical and non-clinical staff).**

The source MECA for these references is the 2005 Regional Collective

**Waitematā DHB - Additional Leave for On-Call**

- (a) Eligibility for this leave shall be determined by either qualification under (i) Or (ii) below:
  - i. (a)“qualifying shifts
  - ii. A qualifying shift shall be any shift which has any hours which fall outside of 6 am to 7 pm.
  - iii. A shift shall be a minimum of 4 hours duration.
  - iv. For the purposes of this clause any period “on call” between 4 hours and 24 hours shall be counted as one shift.

Number of Qualifying Shifts	Number of Days Additional Leave Per Annum
100 Or More	5
80-99	4
60-79	3
40-59	2
20-39	1

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

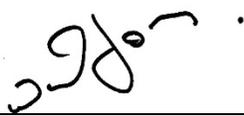
**Recognition of Service for Severance Pay**

For the purposes of sub-clause 39.9.1 “service” means total aggregated service with the employing DHB with that DHB and one or more other DHBs and their predecessors and one or more of the following:

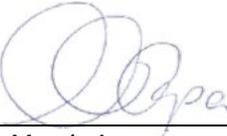
- i Public Service
  - ii Post Office
  - iii New Zealand Railways
  - iv Any University in New Zealand
  - v Any Health Centre in any New Zealand Polytechnic and/or
  - vi College of Education
  - vii Local Government Service (clerical, administrative, telephonist, typing and secretarial staff only) ADHB only
  - viii Local Government Service (WDHB only)
  - ix Health Service (WDHB only)
- (a) But excludes any service with any of the above services or with any CHE or Area Health Board which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any of the above services or from any CHE.
- (b) WDHB Only - FOR EMPLOYEES ENGAGED AFTER 31 JULY 1999 - except that, for employees appointed after 31 July 1999 only service with DHBs and Health Alliance and their predecessors shall be recognised.

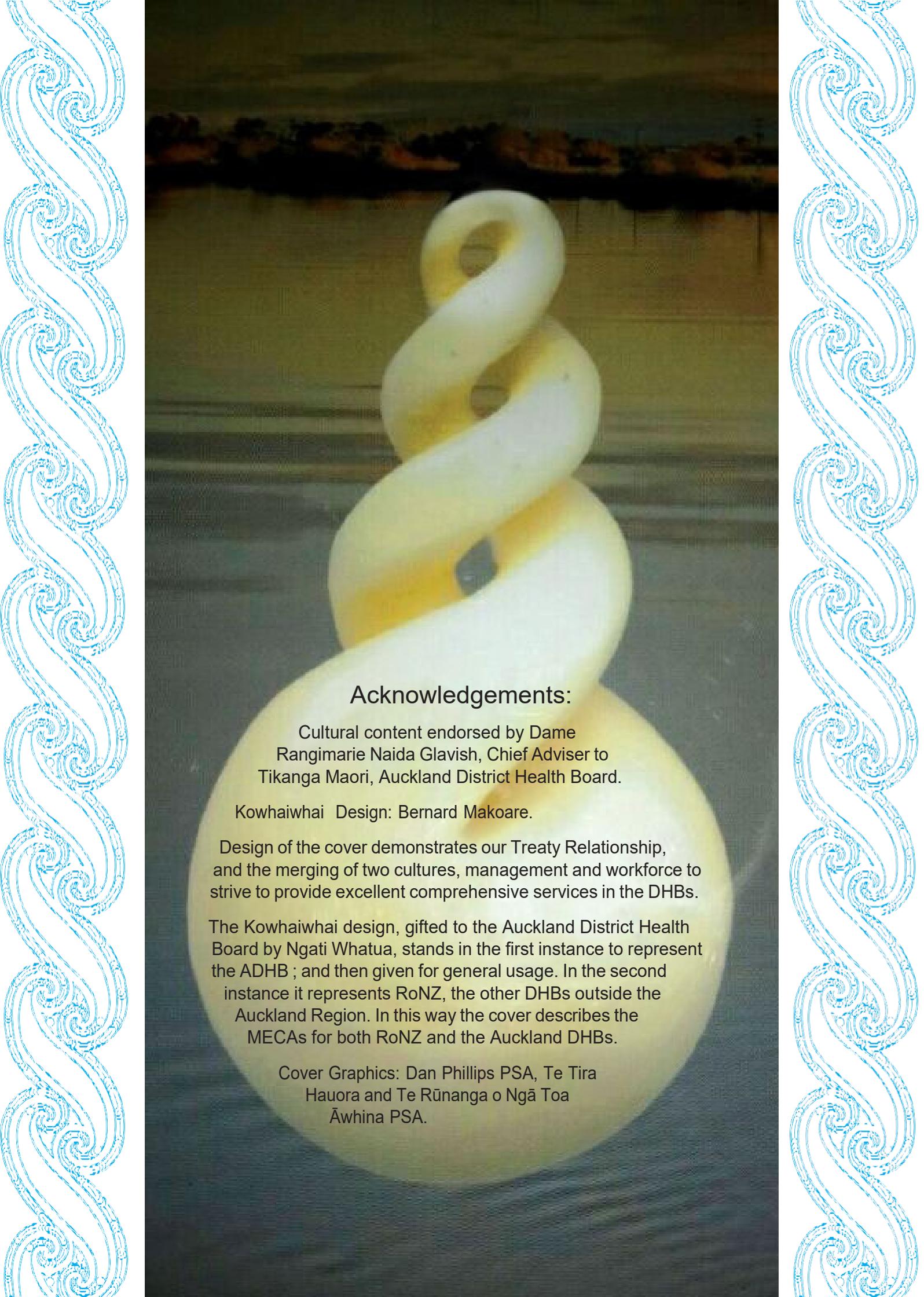
Signed this            day of            2021.

**AUTHORISED representatives of the Employee Parties:**

	
Warwick Jones Public Service Association	

**AUTHORISED representatives of the EMPLOYER PARTIES:**

	
Ailsa Claire Chief Executive Officer Auckland District Health Board	Margie Apa Chief Executive Officer Counties-Manukau District Health Board
	
Dale Bramley Chief Executive Officer Waitematā District Health Board	



## Acknowledgements:

Cultural content endorsed by Dame Rangimarie Naida Glavish, Chief Adviser to Tikanga Maori, Auckland District Health Board.

Kowhaiwhai Design: Bernard Makoare.

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

The Kowhaiwhai design, gifted to the Auckland District Health Board by Ngati Whatua, stands in the first instance to represent the ADHB ; and then given for general usage. In the second instance it represents RoNZ, the other DHBs outside the Auckland Region. In this way the cover describes the MECAs for both RoNZ and the Auckland DHBs.

Cover Graphics: Dan Phillips PSA, Te Tira Hauora and Te Rūnanga o Ngā Toa Āwhina PSA.

