



AUCKLAND
DISTRICT HEALTH BOARD
Te Toka Tumai



DENTAL ASSISTANTS'

COLLECTIVE AGREEMENT

2017-2020



CONTENTS

Clause	Page
1.0 COVERAGE OF COLLECTIVE AGREEMENT APPLICATION & PARTIES	1
1.1 The Parties to this Agreement.....	1
1.2 Application of Collective Agreement.....	1
2.0 INTERPRETATIONS	2
3.0 HOURS OF WORK AND RELATED ISSUES	2
3.1 The Week.....	2
3.2 Ordinary Hours of Work.....	2
3.3 Rosters	3
3.4 Minimum Breaks.....	3
3.5 Meal Periods and Rest Breaks	4
3.6 Overtime	4
3.7 Penal Rates	5
4.0 PUBLIC HOLIDAYS	5
5.0 WAGES	8
5.1 Charge Dental Assistant.....	8
5.2 Dental Assistant.....	8
6.0 ALLOWANCES	9
6.1 Higher Duties Allowance.....	9
6.2 Meal Allowance.....	9
6.3 Sole Charge Position	9
6.4 Reimbursement of Expenses on Employer Business	9
7.0 PROTECTIVE CLOTHING AND UNIFORMS	10
7.1 General Conditions Relating to Protective Clothing.....	10
7.2 Uniforms	10
7.3 Damage to Personal Clothing.....	11
8.0 LEAVE AND HOLIDAYS	11
8.1 Annual Leave.....	11
8.2 Conditions.....	11
8.3 Bereavement/Tangihanga Leave	12
8.4 Jury Service Leave	13

8.5	Training and Education.....	13
8.6	Parental Leave.....	14
8.7	Wellness Provisions	17
8.8	Long Service Leave.....	18
9.0	MISCELLANEOUS.....	19
9.1	Accidents	19
9.2	Child Care Facilities.....	19
9.3	Management of Change.....	19
9.4	Staff Surplus	20
9.5	Union Matters	24
9.6	Legal Liability	26
9.7	Prevention of Fire and Instruction of Fire-fighting Methods.....	26
9.8	Disciplinary Provisions.....	26
9.9	Termination of Employment	26
9.10	Public Debate and Dialogue	27
10.0	EMPLOYMENT RELATIONSHIP PROBLEMS	28
11.0	VARIATIONS.....	30
12.0	TERM.....	30
	APPENDIX 1:MANAGEMENT OF CHANGE AND NATIONAL ARRANGEMENTS.....	31
	APPENDIX 2 :HEALTHY WORKPLACES AGREEMENT	35

178

**AUCKLAND DISTRICT HEALTH BOARD & PUBLIC SERVICE ASSOCIATION
DENTAL ASSISTANTS
COLLECTIVE AGREEMENT**

1.0 COVERAGE OF COLLECTIVE AGREEMENT APPLICATION & PARTIES

This Agreement is made pursuant to Part 5 of the Employment Relations Act 2000.

1.1 The Parties to this Agreement

The Parties to this Agreement shall be:

- (a) Auckland District Health Board (hereinafter referred to as the "ADHB" or the "Employer").
- (b) The Public Service Association ("The Union").

1.2 Application of Collective Agreement

1.2.1 This Collective Agreement shall cover all Employees:

- i) employed by the Auckland District Health Board at Green Lane Hospital and Middlemore Hospital; and
- ii) employed as Dental Assistants and Charge Dental Assistants

1.2.2 New employees who are not members of the PSA shall be offered an individual employment agreement, which is based on the terms and conditions of this SECA 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 in doing so shall be bound by this collective agreement or remain on an individual employment agreement if they do not join the PSA.

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

- i) That the Collective Employment Agreement exists and covers work to be done by the employee; and
- ii) That the employee may join the union that is a party to the collective agreement; and
- iii) About how to contact the union.

2.0 INTERPRETATIONS

Relevant Daily Pay

Relevant daily pay means the amount of pay that is payable for all leave, except annual leave, as defined by Section 9 of the Holidays Act 2003.

Service

Service means current continuous service with the ADHB or its immediate predecessor(s) except that breaks in service of less than three months shall not be deemed to break the period of service.

Duty

"Duty" means a single, continuous period of work required to be given by an Employee, excluding on-call and call-back. A duty shall be defined by a starting and finishing time.

Ordinary Hourly Rate of Pay

The method of calculating the normal hourly rate of pay shall be by dividing the annual salary by 2080.

Part-time Employee

"Part-time Employee" means an Employee who is engaged to work on a regular basis but less than the ordinary applicable hours of work specified in this Agreement, for that class of employee. Part-time Employees shall be entitled to the same salary as whole-time Employees on a "pro-rata" basis and other conditions as specified in this Agreement.

Roster

"Roster" means a list of Employees and their duties over a period of time.

Shift Work

"Shift work" means the same work performed by two or more workers or successive sets or groups of workers working successive periods.

3.0 HOURS OF WORK AND RELATED ISSUES

3.1 The Week

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

3.2 Ordinary Hours of Work

3.2.1 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.

3.2.2 The ordinary hours of work for a single duty shall be up to a maximum of ten (10) hours.

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

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

3.2.5 Except for overtime, no Employee shall work more than five consecutive duties before a day(s) off, provided that an alternative arrangement may be implemented by agreement between the Service General Manager and a majority (measured in whole time equivalents) of the directly affected Employees.

3.3 Rosters

- (a) Where an Employee is required to start and/or finish work at changing times of the day and/or on changing days of the week, then a roster shall be produced.

- (b) The roster period shall be four weeks (28 days) or greater, except that it may be less for services where unpredictable service demands make this impracticable.

- (c) Rosters shall be notified to the Employees involved at least three weeks (21 days) prior to commencement of the roster period, except that the minimum period of notification for roster periods of less than four weeks (4) shall be two weeks (14 days). Less notice may be given in exceptional circumstances.

- (d) Single days off shall be avoided as a routine rostering device, and there shall be no more than one single day off for an Employee during a four (4) week period. Employees shall be discouraged from requesting single days off.

- (e) Employees may change duties with one another with the prior approval of the Service General Manager.

3.4 Minimum Breaks

- (a) A break of at least nine (9) continuous hours must be provided wherever possible between any two qualifying periods of work. 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

- (b) Except that if a 10 hour duty has been worked then a break of 12 consecutive hours must be provided wherever possible.
- (c) If a call-back of less than a continuous eight hour period is worked between two other qualifying periods of work, a break of nine continuous hours must be provided either before or after the call-back. If such a break has been provided before the call-back it does not have to be provided afterwards as well.
- (d) If a break of at least nine continuous hours (or twelve) 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 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 hour (or twelve) 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.

3.5 Meal Periods and Rest Breaks

- (a) Except when required for urgent or emergency work and except as provided in (b) below, no Employee shall be required to work for more than five hours continuously without being allowed a meal break of not less than half an hour.
- (b) 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.
- (c) Except where provided for in (b) above, an Employee unable to take a meal after five hours' duty shall be paid at time-half rate in addition to normal salary from the expiry of five hours until the time when a meal can be taken.
- (d) Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, where these occur during duty, shall be allowed as time worked.
- (e) During the meal break or rest breaks prescribed above, free tea, coffee, milk and sugar shall be supplied by the ADHB.

3.6 Overtime

3.6.1 Unless an arrangement for time off in lieu of overtime is agreed between the Service General Manager and the directly affected Employees, the overtime rate shall be payable if:

- (a) the minimum break provisions of this Agreement are not met, or
- (b) a duty exceeds either eight (8) hours or the ordinary hours of work of a duty, whichever is the greater, or
- (c) a whole time Employee works a duty (or part of a duty) additional to their rostered ordinary hours of work, or
- (d) an Employee works more than 40 hours in the applicable week.

3.6.2 Overtime worked on any day except a public holiday shall be paid at the following rates. In computing overtime each day shall stand alone.

- (a) In respect of overtime worked on any day (other than a public holiday), from midnight Sunday/Monday to midday on the following Saturday:
 - (i) at one and one half times the normal hourly rate of pay (T1.5) for the first three hours;
 - (ii) at double the normal hourly rate of pay (T2) thereafter except that:
 - (iii) Employees working overtime between 10.00 pm and 6.00 am will be paid at the rate of T2.
- (b) In respect of overtime worked from midday Saturday to midnight Sunday/Monday at double the normal hourly rate of pay (T2).

3.6.3 Overtime on Public Holidays

Overtime worked on public holidays shall be paid at twice the normal hourly rate of pay (T2) and in addition the equivalent time off in lieu shall be granted.

3.6.4 Absence From Duty

Where an employee is absent from work on authorised leave (whether paid or unpaid) the period of time for which the employee was absent shall count as time worked in respect of the qualifying provisions outlined in Clause 4.6.1.

3.7 Penal Rates

3.7.1 Penal Time

Definition:

Penal time is time (other than overtime) worked within ordinary weekly hours of work on a Saturday or Sunday or public holiday.

Penal time shall be paid at the following rates **in addition to normal salary:**

- (a) From midnight Friday/Saturday to midnight Sunday/Monday at half the normal hourly rate of pay (T-½).
- (b) On public holidays at the normal hourly rate of pay (T1) with an additional working day in lieu (at T1) to be taken at a later date.
- (c) Overtime and weekend/public holiday or night rates shall not be paid in respect of the same hours, the higher rate will apply.

4.0 PUBLIC HOLIDAYS

4.1 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)

- 4.2 The following shall apply to the observance of Christmas Day, Boxing Day, New Year's Day or 2 January, where such a day falls on either a Saturday or a Sunday:
- 4.2.1 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, 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.
- 4.2.2 Where an employee is not required to work that Saturday or Sunday, observance of the holiday shall be transferred to the following Monday and/or Tuesday in accordance with the provisions of Sections 45 (1) (b) and (d) of the Holidays Act 2003.
- 4.2.3 Should a public holiday fall on a weekend, and an employee is required to work on both the public holiday and the week day to which the observance is transferred, the employee will be paid at weekend rates for the time worked on the weekday/transferred holiday. Only one alternative holiday will be granted in respect of each public holiday.
- 4.3 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.
- 4.4 When employees work on a public holiday as provided above they will be paid at double the ordinary hourly rate of pay (T2) 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.
- 4.5 An employee who is on call on a public holiday as provided above, 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 also works. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.
- 4.6 Those employees who work a night shift which straddles a public holiday, shall be paid at public holiday rates for those hours which occur on the public holiday and the applicable rates for the remainder of the shift. One alternative holiday shall apply in respect of each public holiday or part thereof worked.
- 4.7 Off duty day upon which the employee does not work:
- 4.7.1 Fulltime employees –

For fulltime employees and where a public holiday, other than Waitangi Day and ANZAC Day when they fall on either a Saturday or Sunday, falls on the employee's rostered off duty day, the employee shall be granted an alternative holiday at a later date.

In the event of Christmas Day, Boxing Day, New Year's Day or 2 January falling on either a Saturday or Sunday and a full time employee is rostered off duty on both that day and the weekday to which the observance is transferred, the employee shall only receive one alternative holiday in respect of each public holiday.

4.7.2 Part-time employees –

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

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

4.8 Public holidays falling during leave:

4.8.1 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.

4.8.2 Leave without pay

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

4.8.3 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.

5.0 WAGES

The following shall be the minimum wages payable to all employees specified in the following sub-clauses.

5.1 Charge Dental Assistant

The Charge Dental Assistant is a designated position. The position carries specific administrative and supervisory responsibilities according to the defined position description.

Step	Current	Step	With effect from 13 November 2017	With effect from 2 July 2018	With effect from 1 July 2019
		10		61,245	61,245
10	56,137	9	58,382	58,382	58,382
9	53,288	8	54,888	54,888	54,888
8	51,175				

The salary rates above include the Badge Allowance with effect from 13 November 2017.

5.1.1 Translation:

All Charge Dental Assistants employed as at 13 November 2017 will translate onto the new scale. Employees on the step 10 will translate onto the new Step 9, employees on steps 8 and 9 will translate onto the new step 8.

5.1.2 Progression:

Progression through the Charge Dental Assistant scale will be through the operation of a Merit Progression process that the parties will jointly develop and have in place by 2 July 2018.

5.2 Dental Assistant

Step	Current	With effect from 13 November 2017	Step	With effect from 2 July 2018	With effect from 1 July 2019
			8		54,888
			7	53,401	53,401
7	50,028	52,220	6	52,220	52,220
6	48,881	50,671	5	50,671	50,671
5	47,131	48,293	4	48,293	48,293
4	45,345	46,036	3	46,036	46,036
3	43,078	43,769	2	43,769	43,769
2	40,232	40,923	1	40,923	40,923
1	N/A				

The salary rates above include the Badge Allowance with effect from 13 November 2017.

5.2.1 Translation:

All Charge Dental Assistants employed as at 2 July 2018 will translate onto the new scale based on their current salary rate.

AS

5.2.2 Progression:

With effect from 2 July 2018, progression beyond step 5 of the Dental Assistants scale will through the operation of a Merit Progression process that the parties will jointly develop and have in place by 2 July 2018. Progression from step 1 to step 5 shall be by way of automatic annual increment, subject to satisfactory performance.

Except that employees employed at 13 November 2017 shall be able to progress to Step 6 way of automatic annual increment, subject to satisfactory performance and meeting the expectations of their role.

5.2.3 Annual Salary Review

- (i) The ADHB shall review the rates of wages payable to Dental Assistants no less frequently than annually. Provided that the Dental Assistant completes the self assessment component of the performance review documents, and presents this completed document to the Manager within 4 weeks of their annual salary review date, any wage increase that may be agreed to as a result of this annual salary review shall be backdated to his/her annual review date.
- (ii) Should any Dental Assistant be dissatisfied with the outcome of any review of salary carried out in terms of this clause the Dental Assistant may request that this decision be reviewed by the Manager of the Manager who made the initial decision. In presenting his/her request for review the Dental Assistant shall be entitled to be accompanied by a support person/Employee representative.

6.0 ALLOWANCES

6.1 Higher Duties Allowance

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

6.1.2 The higher duties allowance payable shall be paid at a rate of \$6.00 per eight hour duty where the employee is acting up.

6.2 Meal Allowance

The employer shall provide a suitable meal or shall pay a meal allowance at the rate of \$9.46, when Employees are called upon to work in excess of one hour's overtime .

6.3 Sole Charge Position

A Dental Assistant who is required to work sole charge in clinics other than the base hospital shall receive an allowance of \$1,112 per annum paid on a pro rata basis . In order to undertake sole charge responsibilities the Assistant will have to consistently demonstrate the competencies of a Step 6 Dental Assistant.

6.4 Reimbursement of Expenses on Employer Business

6.4.1 (a) Employees who are instructed to use their motor vehicles on employer business shall be reimbursed in accordance with the IRD mileage rates as officially

announced from time to time. Any change to this rate shall be effective from the first pay period following the date of announcement by the IRD.

- (b) When Employees are instructed to leave and return to their normal place of work on the same day on ADHB 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 Service General Manager actual and reasonable expenses shall be reimbursed, those expenses being incurred while on business of the ADHB.

6.4.2 Transfer Expenses

When agreed between the Employee and the Service General Manager prior to appointment, Health Service Employees who are:

- (i) transferring on promotion to a graded position, or
- (ii) transferring at the convenience of the Service General Manager,

within the ADHB shall be entitled, upon application, to actual and reasonable expenses or such other expenses as may be agreed upon.

6.5 Reimbursement of Professional Association Fees

Employees will be reimbursed (on presentation of an official receipt) the annual fee up to \$26.00 for membership of the New Zealand Dental Assistants Association (NZDAA).

As this is a low cost fee, there will be no pro-rating of this reimbursement for part time employees who are working as a dental assistant for another organisation or in private practice.

This arrangements above will be reviewed if increases in the NZDAA fees are applied.

7.0 PROTECTIVE CLOTHING AND UNIFORMS

7.1 General Conditions Relating to Protective Clothing

- 7.1.1 The following provisions for protective clothing shall apply: Suitable clean protective clothing shall be made available by the ADHB where the nature of a particular duty or duties would either continuously or intermittently render an Employee's personal clothing or uniform liable to excessive soiling or damage or expose the Employee's person to injury or excessive discomfort through biological, chemical or physical hazards. Such protective clothing shall remain the property of the ADHB and, as such, shall be laundered or otherwise cleaned free of charge, and replaced on a fair wear and tear basis.

7.2 Uniforms

Where the Service General Manager requires an Employee to wear a particular uniform, this shall be supplied free of charge but shall remain the property of the ADHB. All items of uniform clothing and gymnasium clothing supplied by the ADHB

shall be laundered or dry cleaned at the ADHB's expense, as and when required. Each case is to be determined on its merits by the Service General Manager. The type and style of uniform to be worn shall be determined by the Service General Manager having fair and reasonable regard to physical working conditions and local climatic conditions.

7.3 Damage to Personal Clothing

An Employee may, at the Service General Manager's discretion, be compensated for damage to personal clothing worn on duty, or be 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 protective clothing or uniform clothing provided by the ADHB. Each case shall be determined on its merits by the Service General Manager.

8.0 LEAVE AND HOLIDAYS

8.1 Annual Leave

8.1.1 Employees shall be granted leave of absence on full pay in respect of each leave year as follows (pro rata for part-time Employees)

8.1.2 Employees shall be entitled to 4 weeks annual leave, taken and paid in accordance with the Holidays Act 2003, except that on completion of five years recognised service the employee shall be entitled to 5 weeks annual leave. For the purposes of this clause, "service" shall be as defined in clause 2

8.1.3 Any employee who currently has a superior entitlement shall have that entitlement grandparented by way of individual letter.

8.2 Conditions

8.2.1 The term "leave year" means the year ending with the anniversary date of the Employee's appointment.

8.2.2 This leave shall be taken and paid in accordance with the Holidays Act.

8.2.3. The leave provided in this clause will, for the purposes of administration, be recorded and granted in hours.

8.2.4. (a) For the purposes of this clause "service" shall mean "continuous service as defined in clause 2"

except that

(b) The Service General Manager may permit an Employee to take annual leave in one or more periods.

(c) The Service General Manager 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.

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.

- (d) Where an Employee ceases duty, salary shall be paid for accrued annual leave and the last day of service shall be the last day of such accrued leave.
- (e) Except where the Service General Manager approves, where an Employee is absent on special leave, whether with or without pay (i.e. including leave for study awards not 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.

NOTE:

A "study award" for the purpose of this subclause 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.

Days of Absence (including Saturdays and Sundays)	Annual Leave Entitlement to be reduced by the number of working days shown below			
	3 Weeks	4 Weeks	5 Weeks	6 Weeks
Days				
0 – 35	-	-	-	-
36 – 71	1½	2	2½	3
72–107	3	4	5	6
108 – 143	4½	6	7½	9
144 – 179	6	8	10	12
180 – 215	7½	10	12½	15
216 – 251	9	12	15	18
252 – 287	10½	14	17½	21
288 – 323	12	16	20	24
324 – 359	13½	18	22½	27
360 – 365	15	20	25	30

8.2.5 The provisions of the Parental Leave and Employment Protection Act 1987 shall apply in relation to annual leave when an employee takes a period of parental leave or returns to work from parental leave in accordance with clause 9.6 of this Agreement

8.3 Bereavement/Tangihanga Leave

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

- (a) A Service General Manager shall approve bereavement leave on pay for an Employee to discharge any obligation and/or to pay respects to a deceased person with whom the Employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent). The length of time off shall be at the discretion of the Service General Manager, but shall be no less than 3 days in respect of a bereavement suffered by an employee on the death of his / her spouse, parent, child, brother or sister, grandparent, grandchild, or his / her spouse's parent and shall be no

45

less than 1 day in respect of any other bereavement, as provided for in the Holidays Act 2003.

- (b) If a bereavement occurs while an Employee is absent on annual leave, sick leave on pay, or other leave on pay, such leave may be interrupted and bereavement leave granted in terms of (a) above. This provision will not apply if the Employee is on leave without pay.
- (c) In granting time off therefore, and for how long, the Service General Manager must administer these provisions in a culturally sensitive manner.

8.4 Jury Service Leave

For all Employees the following provision shall apply for jury service leave:

- (a) Employees called on for jury service (or who are subpoenaed as a witness for the Crown) are required to serve. Where the need is urgent, Service General Managers may apply for postponement because of particular work needs, but this may be done only in exceptional circumstances.
- (b) 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).
- (c) Where leave on pay is granted, a certificate is to be given to the Employee by the Service General Manager to the effect that the Employee has been granted leave on pay and requesting the Court to complete details of juror's fees and expenses paid. The Employee is to pay the fees received to the ADHB but may retain expenses.
- (d) 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.

8.5 Training and Education

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.

To achieve the above the ADHB shall carry out an assessment of Employee training requirements through a process of training needs analysis and performance management.

Where the ADHB deems it appropriate, employees shall be granted leave and expenses to attend courses and seminars/conferences, and to carry out research projects and the ADHB shall undertake to ensure that adequate funding will be available.

ADHB agrees to fund up to \$500 each for 4 dental assistants (2 from Greenlane and 2 from Middlemore) to attend a relevant conference each year as agreed by the line manager

8.6 Parental Leave

(a) Statement of Principle

The parties acknowledge the following provisions are to protect the rights of Employees during pregnancy and on their return to employment following parental leave as job protection.

(b) Parental leave is leave without pay.

(c) Entitlement and Eligibility

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

- (i) in respect of every child born to them or to their partner;
 - (ii) in respect of every child up to and including 5 years' of age, adopted by them or their partner;
 - (iii) Where two or more children are born or adopted at the same time, for the purposes of these provisions the Employee's entitlement shall be the same as if only one child had been born or adopted.
- (d) (i) Parental leave of up to 12 months is to be granted to Employees with at least one year's service at the time of commencing leave.
- (ii) Parental leave of up to six months is to be granted to Employees with less than one year's service at the time of commencing leave. Provided that the length of service for the purpose of this clause means the aggregate period of service, whether continuous or intermittent, in the employment of the ADHB.
- (iii) The maximum period of parental leave may be taken by either the Employee exclusively or it may be shared between the Employee and their partner either concurrently or consecutively. This applies whether or not only one or both partners are employed by the ADHB.
- (e) In cases of adoption of children of less than five years' of age, parental leave shall be granted in terms of (c) and (d) above, providing the intention to adopt is notified to the Service General Manager immediately following advice from the Department of Social Welfare to the adoptive applicants that they are considered suitable adoptive parents. Subsequent evidence of an approved adoption placement shall be provided to the Service General Manager's satisfaction.
- (f) 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 certifying the expected date of delivery. The provision may be waived in the case of adoption.

- (g) An Employee absent on parental leave is required to give at least one month's notice to the Service General Manager 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 Service General Manager of their intention to return to work or resign, they shall be considered to have abandoned their employment.

- (h) Parental leave is not to be granted as sick leave on pay.

(i) **Job Protection**

- (i) Subject to (j) 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 same weekly hours of duty;
- in the same location or other location within reasonable commuting distance; and
- involving responsibilities broadly comparable to those exercised in the previous position.

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

- (j) (i) The Service General Manager 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 Section 41(2) of the Parental Leave and Employment Protection Act 1987), the Service General Manager may fill the position on a permanent basis.

- (ii) Where the Service General Manager 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 (i)(i) above) is not available, the Service General Manager may approve one of the following options:

- (1) an extension of parental leave for up to a further 12 months until the Employee's previous position or a similar position becomes available; or
- (2) an offer to the Employee of a similar position in another location (if one is available) with normal transfer expenses applying; if the offer is refused, the Employee continues on extended parental leave as in (j)(ii)(1) above for up to 12 months; or

- (3) the appointment of the Employee to a different position in the same location, but if this is not acceptable to the Employee the Employee shall continue on extended parental leave in terms of (j)(ii)(1) 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 (j)(ii)(1), the Employee's previous position or a similar position becomes available, then the Employee shall be entitled to be appointed to that position; or
 - (4) where extended parental leave in terms of (j)(ii)(1) above expires, and no similar position is available for the Employee, the Employee shall be declared surplus under Clause 11.6 of this CEA.
- (k) If the Employee declines the offer of appointment to the same or similar position in terms of subclause (i)(i) above, parental leave shall cease.
- (l) Where, for reasons pertaining to the pregnancy, an Employee on medical advice and with the consent of the Service General Manager, 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.
- (m) **Lump sum payment**
 - (i) Paid Parental Leave – From 1 April 2012 where an employee takes parental leave under this clause, meets the eligibility criteria in 9.6(c) (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.
 - (ii) 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.
 - (iii) 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
 - (iv) Where 9.6(d) (iii) 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.
 - (v) 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 Service General Manager must inform the temporary appointee that their employment will terminate on the return of the Employee from parental leave.

8.7 Wellness Provisions

- 8.7.1 The granting of sick pay is conditional upon the Employee notifying their employing department at the commencement of an anticipated period of absence or as soon as possible on the first day of absence.
- 8.7.2 The Service General Manager shall grant an Employee leave on pay as a charge against sick leave entitlement when the Employee must take leave to attend to a member of the household who through illness becomes dependent on the Employee. This person would in most cases be the Employee's child or partner but may be another member of the Employee's family or household.

However when an application is received for someone falling outside the Employee's family it should be referred to the Service General Manager for consideration. "Family" for the purpose of the provision includes:

- Children
- Spouse or Partner
- Parents or other relatives such as Grandparents
- Grandchildren, and relations by marriage living with the Employee.

(b) The production of a medical certificate or other evidence of illness may be required.

8.7.3 Where an Employee has a consistent pattern of short term sick pay absences, or where those absences total ten (10) working days/shifts or more in a year, then the Employee's situation may be reviewed;

(a) The Employee, their manager, and if desired with the Employee's representative, will meet to review the Employee's situation. The focus of the review will be to assist the Employee in establishing practical arrangements to recover from an illness or injury and to return to full employment. The review may require:

- (1) the Employee to support all future sick pay claims with a medical certificate, and/or require the Employee to undergo an examination by a medical practitioner nominated by the Employer and at the Employer's expense, and/or
- (2) restriction or withdrawal from a specified period the sick pay provisions of this clause, such action being limited by the Sick Leave provisions of the Holidays Act 2003
- (3) the Employee to attend an Employee Assistance Programme.

(b) Where an Employee becomes incapacitated or disabled for a prolonged period through illness or injury the Employee's situation will be reviewed by the manager and if unable to return to work within a reasonable period the Employee's employment may be terminated. In assessing what is a "reasonable period" the manager shall have regard to the following:

- (1) The requirement to fill the position.
- (2) The availability of alternative temporary staff.
- (3) The Employee's length of service.

- (4) The opinion of medical practitioner(s), acceptable to the Parties, as to the likely period of absence.
 - (5) The ability of the Employee to resume full duties.
- (c) The sick pay provisions of this clause are intended to provide protection for employees in respect of enforced absences due to sickness or injury. They replace provisions in predecessor contracts that enabled employees to accumulate an entitlement as protection against long term absences from work.

The entitlements in this clause, which excepting the provisions of sub-clause 9.7.3 (a)(2), do not place a limit on entitlement, and are deemed to the Special Leave provisions of the Holidays Act 2003.

8.7.4 Sick Leave in Relation to Annual Leave

- (a) When sickness occurs during annual leave the Service General Manager shall permit the period of sickness to be debited against sick leave entitlement, except where the sickness occurs during leave following relinquishment of offices, provided:
 - (i) the period of sickness is more than three days;
 - (ii) a medical certificate is produced showing the nature and duration of the illness.
- (b) In cases where the period of sickness extends beyond the approved period of annual leave, approval shall be given to debiting the portion which occurred within the annual leave period against sick leave entitlement if the total continuous period of sickness extends three days.
- (c) Annual leave may not be split to allow periods of sickness of three days or less to be debited against sick leave.
- (d) An Employee who is granted leave without pay and who remains in the employment of the ADHB will have such leave included in determining sick leave entitlement.

8.8 Long Service Leave

- a) The parties have agreed to introduce an entitlement for employees to long service leave of one week upon completion of a five year period of recognised service as defined in Clause 2. Such entitlement may be accrued.
- b) Employees employed at 13 November 2017 will translate from the previous entitlement to four weeks' long service leave after 20 years' recognised service to the entitlement in 8.8(a) above as follows:
 - (i) Employees with less than five years' service shall become entitled to one week's long service leave upon completion of five years' recognised service;

- (ii) Employees with between five and nine years' service shall become entitled to two weeks' long service leave upon completion of ten years' recognised service;
 - (iii) Employees with between ten and fourteen years' service shall become entitled to three weeks' long service leave upon completion of fifteen years' recognised service;
 - (iv) Employees with between fifteen and nineteen years' service shall become entitled to four weeks' long service leave upon completion of twenty years' recognised service;
 - (v) Thereafter employees will become entitled to the general long service leave entitlement in 8.8(a) above on completion of each subsequent five year period of recognised service.
- c) Long Service Leave will be paid for each week of leave on the same basis as annual leave (clause 8.1/8.2) in accordance with the Holidays Act 2003. This will be based on the employees FTE status at the time of taking the leave. Wherever practicable long service leave is to be taken in periods of not less than a week.
 - d) If the Employee, having become entitled to a special holiday, leaves his or her employment before such holiday has been taken, he or she shall be paid in lieu thereof at the ordinary rate.
 - e) However any service period for which a period of long service leave has already been taken or paid out shall not count towards this entitlement.

9.0 MISCELLANEOUS

9.1 Accidents

9.1.1 Transport of Injured Employees

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

9.2 Child Care Facilities

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

9.3 Management of Change

- (1) Regular consultation between the Employer, Employees and their Union is desirable on matters of mutual concern and interest. The aim of consultation is to contribute to:

- improved decision making;
 - maintaining co-operation between the parties;
 - contribute to a more harmonious, effective, efficient, safe and productive workplace.
- (2) (i) The Employer accepts that elected delegates are the recognised channel of communication between the Union and the Employer in the workplace.
- (ii) Delegate means an Employee who is nominated by the Union and who is elected to act on the Union's behalf. The names of such delegates shall be advised to the Employer.
- (iii) Paid time off shall be allowed for recognised delegates to attend meetings with management and consult with Employees covered by this Agreement, other recognised workplace delegates and Union officials. The purpose will be to consult and discuss the issues addressed in this clause, other clauses of this Agreement and Employee participation, staff surplus, effectiveness studies and options for resolving staff surplus.
- (iv) Prior approval for such meetings shall be obtained from the Service General Manager and such approval shall not be unreasonably withheld.
- (v) The amount of time off and facilities provided shall be sufficient to allow full consideration of these issues addressed by this clause.
- (3) Mechanisms established for the purpose of "Management of Change" will allow input and recommendations to be made to the Service General Manager, who will consider these recommendations.
- (4) The Employer agrees that the Union will be advised in writing of any planned review which might result in changes to structures, staff numbers or work practices. Delegates in affected areas will also be advised. Where the Union advises in writing a desire to contribute to the review, adequate time for consultation with the ADHB will be allowed to enable the Union to have substantive input. When the implementation of an option identified by the review results in staff surpluses the procedure under staff surplus shall be adopted.

9.4 Staff Surplus

- (1) When as a result of the restructuring of the whole, or any parts, of the employer's operations; either due to the reorganisation, review of work method, change in plant (or like cause), the employer requires a reduction in the number of Employees, or, Employees can no longer be employed in their current position, at their current grade or work location (i.e. the terms of appointment to their present position), then the options in subclause (4) below shall be invoked and agreed on a case by case basis.
- (2) Where an Employee's employment is being terminated by the ADHB 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 ADHB 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 ADHB; or
 - (ii) in any capacity that the Employee is willing to accept.
- (3) Notification of a staffing surplus shall be advised to the affected Employees and their union/representatives at least one month prior to the date of giving notice of the position required to be discharged to the affected Employee. This date may be varied by agreement between the parties. During this period, the employer and Employee, who can elect to involve their representative, will meet to agree on the option most appropriate to the circumstances. Where Employees are to be relocated, at least three months' notice shall be given to Employees, provided that in any situation, a lesser period of notice may be mutually agreed between the Employee and the employer where the circumstances warrant it (and agreement shall not be unreasonably withheld).
- (4) The following information shall be made available to the Union representatives in respect of affected Employees they represent:
- (a) the location/s of proposed surplus;
 - (b) the total number of proposed surplus Employees;
 - (c) the date by which the surplus needs to be discharged;
 - (d) the positions, grading, names and ages of the affected Employees;
 - (e) availability of alternative positions within the ADHB. On request the Union representative will be supplied with relevant additional information where available.

(5) Options

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

- (a) Reconfirmed in position
- (b) Attrition
- (c) Redeployment

- (d) Leave without pay
- (e) Retraining
- (f) Severance.

Option (a) will preclude Employees from access to other options. The aim will be to minimise the use of Severance.

When considering which options may be made available to surplus Employees, the ADHB shall give consideration to the special circumstances pertaining to Employees who are within 10 years of the ADHB's normal retirement age.

(6) Reconfirmed in position

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

(7) Attrition

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

(8) Redeployment

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

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

- (i) a lump sum to make up for the loss of basic pay for the next two years (this is not abated by any subsequent salary increases); or
- (ii) an ongoing allowance for two years' equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases).

(b) Where an Employee is relocated to a new position in a new location and extra travelling costs are involved, then the Employee shall be reimbursed extra travelling costs as agreed between the parties, provided, that no such agreement shall run for more than 12 months from the date of relocation.

(c) The redeployment may involve Employees undertaking some on-the-job training.

(9) Leave without pay

As

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

(10) **Retraining**

- (a) Where a skill shortage is identified, the Service General Manager 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 Service General Manager needs to make decisions on the basis of cost, the availability of appropriate training schemes and the suitability of individuals for retraining.
- (b) If an Employee is redeployed to a position which is similar to his or her previous one, any retraining may be minimal, taking the form of "on the job" training such as induction or inservice education. Where an Employee is deployed to a new occupation or a dissimilar position the Service General Manager should consider such forms of retraining as in-service education, block courses or night courses at a technical institute, nursing bridging programmes, etc.

(11) **Severance**

- (a) Service for the purposes of this clause shall mean "current continuous Service" **except** that any worker employed as at 4.8.97 for whom service other than "current continuous service" has been recognised by the ADHB in terms of the CEC which expired on 31.7.97 shall, for the purposes of this clause, continue to have such previous service recognised.
- (b) 1 Months' notice or 8.33 per cent of basic salary (T1 rate only) for the preceding 12 months, in lieu of notice. This payment is regardless of length of service; and
- (c) 12 Per cent of basic salary (T1 rate only) for the preceding 12 months, or part thereof for Employees with less than 12 months' service; and
- (d) 4 Per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and
- (e) Where the period of total aggregated service is less than 20 years, 0.333 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.

NOTE:

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

- (f) If the Employee has ten or more years' service, the full retiring gratuity as set out in the scale contained in clause 10.3 shall be paid.

As

- (g) Employees with not less than eight years' service but less than ten years' service, shall be paid two weeks' basic salary (T1 rate only).
- (h) Employees with not less than five years' service but less than eight years' service, shall be paid one week's basic salary (T1 rate only).
- (i) Outstanding annual leave and long service leave may be separately cashed up.
- (j) Nothing in this agreement shall require the employer to pay compensation for redundancy where as a result of restructuring, and following consultation, the employee's position is disestablished and the employee declines an offer of employment that is on terms that are:
 - the same as, or no less favourable, than the employee's conditions of employment; and
 - in the same capacity as that in which the employee was employed by the employer, or
 - in any capacity in which the employee is willing to accept

(j) **Job Search**

The Service General Manager should assist surplus staff to find alternative employment by allowing them a reasonable amount of time off work to attend job interviews without loss of pay. This is subject to the Service General Manager being notified of the time and location of the interview before the Employee is released to attend it.

(12) **Counseling**

Counseling for affected Employees and family will be made available as necessary.

9.5 Union Matters

9.5.1 Deduction of Union Fees

- (a) The employer shall deduct union fees from the wages of members of the Union who are bound by this agreement each pay period. This also includes periods of time off work on paid leave.
- (b) The employer shall remit all deducted fees to the Union not less than monthly following deduction. Such remittance to be made as a single bulk direct credit to the Union's bank account with an identifying reference.
- (c) The employer shall simultaneously forward to the Union via email where possible or by post, a schedule detailing the name of the employee/s, value of this deduction and details of the period covered by the remittance.

9.5.2 Union Meetings

- 9.5.2.1 Subject to subsections 9.5.2.2 to 9.5.2.5 of this clause, the ADHB shall allow every Employee who is a member of the Union to attend, on ordinary pay, four meetings (each of a maximum of one hour's duration) of their Union in each year (being the period beginning on the first day of January and ending on the following 31st day of December).
- 9.5.2.2 The Union shall give the employer at least 14 days' notice of the date and time of any meeting to which sub-clause (1) of this clause applies.
- 9.5.2.3 The Union shall make such arrangements with the employer as may be necessary to ensure that the ADHB's business is maintained during any meeting, including, where appropriate, an arrangement for sufficient Employees to remain available during the meeting to enable the ADHB's operation to continue.
- 9.5.2.4 Work shall resume as soon as practicable after the meeting, but the ADHB shall not be obliged to pay any Employee for a period greater than two hours in respect of any meeting.
- 9.5.2.5 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 ADHB with a list of Employees who attended and shall advise the ADHB of the time the meeting finished.

9.5.3 Delegates

- (a) A delegate will have the right to accompany another member when representing them in a grievance, if so requested by the member.
- (b) Delegates will have access to facilities for the effective performance of their duties including telephone, fax and email, subject to the prior approval of the relevant manager. This approval must be sought in each instance that a delegate wishes to use the above mentioned facilities. Such approval shall not be unreasonably withheld.
- (c) Delegates will be allowed, with the prior approval of the Employer, to conduct on-site union business in paid time. Such approval shall not unreasonably be withheld.

9.5.4 Paid Education Leave

The Union shall be entitled to paid employees education leave as follows:

- (i) The Union will provide the Employer with a minimum of 21 days notice of intention to hold Union education courses.
- (ii) The Employer shall release Employees without loss of income to attend Union training courses.
- (iii) Where such release would jeopardise production, the Employer shall notify the Union as soon as practicable and the parties will meaningfully consult with each other and resolve the difficulty.

- (iv) The Union shall be entitled to EREL as per the formula in Part 7, Section 74 of the Employment Relations Act 2000.
- (v) Payment is for ordinary time earnings. No travel time or cost is included.
- (vi) This clause is in full satisfaction of the Employment Relations Education Leave as per Section 7 of the Employment Relations Act 2000.

9.5.5 Union Representative Right of Entry

The authorised Union representative 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 purpose of:

- interviewing any Employee;
- or enforcing the Agreement on behalf of any Employee, but not so as to interfere unreasonably with the business of the ADHB.

9.6 Legal Liability

- (a) The ADHB undertakes to indemnify Employees against actions taken against them by persons suffering damage as a result of acts or omissions of the Employee while acting in the course of his or her employment.
- (b) Where an Employee while acting in the course and within the scope of their employment by the ADHB, requires legal representation this will be provided and paid for by the ADHB e.g. legal representation may on occasions be required when a duly authorised officer is called to a Mental Health Review Tribunal, where a patient is contesting his/her status under the Mental Health Act.
- (c) Indemnity or legal representation shall not apply to Employees acting outside the course and scope of their ADHB employment.

9.7 Prevention of Fire and Instruction of Fire-fighting Methods

- (a) All staff to the fullest extent practicable, will be instructed in fire fighting methods and in the use of fire-fighting appliances and the location of fire escapes.
- (b) All staff to the fullest extent possible will do all that is possible to prevent fire and render all assistance possible to ensure the safety of patients in the event of fire.

9.8 Disciplinary Provisions

Where any Employee covered by this Agreement may be subject to disciplinary action the Employee shall be given a copy of the ADHB's policy on discipline and dismissal procedures and allowed sufficient time to read the policy.

Any disciplinary procedure shall be conducted as per the policy.

9.9 Termination of Employment

In the absence of special written agreement between the ADHB and the Employee, four weeks' notice of resignation or dismissal shall be given by the Employee or the Employer except in cases of misconduct where an Employee shall be subject to instant

dismissal, but this shall not be deemed to restrict or in any way impair the statutory powers as to appointment or dismissal of Employees vested in the ADHB. Where the required notice is not given the person improperly terminating his/her employment may be required to pay or forfeit one week's wages or the value of the unexpired period of notice whichever is the lesser.

9.10 Public Debate and Dialogue

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.

Where such debate could be in conflict with the Privacy Act and codes or the interests of the ADHB, the Employee will discuss the matter first with the appropriate Service General Manager.

Without the prior agreement of the Service General Manager the Employee may not speak on behalf of, or be perceived as being a spokesperson for, Auckland District Health Board.

10.0 EMPLOYMENT RELATIONSHIP PROBLEMS

Resolving Employment Relationship Problems

We aim to provide a fair workplace for you. At times you may have concerns about your employment and how you are being treated. We would like you to talk to us if this happens. All parties must co-operate in Good Faith.

If we cannot resolve things between us, you can get outside help. We have set out the services available to you for resolving employment relationship problems.

What Is An Employment Relationship Problem?

An employment relationship problem includes a personal grievance, dispute or other problem relating to your employment relationship with us.

It does not include any problem with the fixing of new terms and conditions for your employment.

Listed below are examples of employment relationship problems:

- You think you have been treated unfairly;
- A personal grievance;
- A breach of your Employment Agreement;
- A dispute over the interpretation, application or operation of your Employment Agreement;
- A question about whether you are an employee or an independent contractor;
- A disagreement about arrears of wages or holiday pay, etc;
- Your not being allowed to attend union meetings or take employment related education leave;
- You get a warning, or are dismissed.

Who Can Help You With An Employment Relationship Problem?

To help solve your employment relationship problem you can contact:

i) Within your workplace:

- Your Team Leader or their Team Leader;
- Your Human Resources Manager;
- Your Union Delegate.

ii) Outside your workplace:

- The Ministry of Business, Innovation and Employment offers free information and has a free mediation service which can provide us with assistance in working together and resolving the problem. You can contact the Ministry of Business, Innovation and Employment on: **0800 20 90 20**, or www.employment.govt.nz.
- Your Union:
- Your Advocate:

- A Lawyer:

What is a Personal Grievance?

A personal grievance means any grievance that you have against us because of a claim that:

- You have been unjustifiably dismissed;
- Action we have taken disadvantages you in your employment or a term of your employment is unjustifiable;
- You are discriminated against in your job by actions or behaviours referred to in the Human Rights Act 1993;
- You are sexually harassed in your job;
- You are racially harassed in your job; or
- You have been pressured in your job because of your membership or non-membership of a Union.

What Can You Do If You Have A Personal Grievance?

- To raise a personal grievance you should make us aware of your problem (verbally or in writing) within 90 days of the personal grievance arising unless;
- We consent to you raising the personal grievance after 90 days; or
- You successfully apply to the Employment Relations Authority for leave to raise the personal grievance after 90 days, in which case we must try to mutually resolve your grievance through mediation.
- You have three years after raising the personal grievance to bring any action arising from it to the Employment Relations Authority or the Employment Court.

Mediation Services

If we cannot resolve your employment relationship problem between us, then either or both of us may request help from the Department of Labour.

The Department of Labour provides mediation services which may include:

- Information about rights and obligations;
- Information about services;
- Assistance in resolving problems; and
- Fixing new terms of employment.

Problems Not Resolved at Mediation

If we cannot resolve the problem at mediation, you can refer it to the Employment Relations Authority.

11.0 VARIATIONS

This Agreement may be varied by agreement between the Employer, the Union and all employees directly affected by such variations. Such agreement shall be in writing and signed by those parties.

12.0 TERM

This agreement shall expire on 29 February 2020

APPENDIX 1: MANAGEMENT OF CHANGE AND NATIONAL ARRANGEMENTS.

Purpose

The purpose of this Agreement is to provide a national framework in conjunction with the strategic direction and leadership of the 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, PSA, 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.

AS

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 DHBNZ.

Local BAGs

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

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

2) Healthy workplaces

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

3) Change Management:

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

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

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

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

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

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

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

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

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

4) Disputes and problem resolution

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

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

Any matter that cannot be resolved will be referred by the BAG to a mutually agreed third party who will help facilitate an agreement between the parties.

Failing identification of a mutually acceptable third party, the matter shall be referred to the Mediation Service of the Department of Labour (or its successors) to appoint someone.

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

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

APPENDIX 2 :HEALTHY WORKPLACES AGREEMENT

Healthy Workplaces Agreement

February 2010

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

Achieving healthy workplaces requires:

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

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

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

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

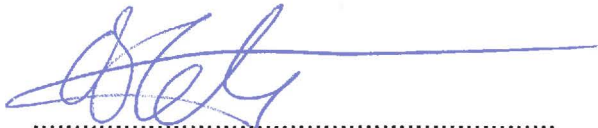
- ◆ Each party will undertake to promote and model behavior that demonstrates productive engagement and builds a workplace culture that enables everyone to feel their contribution is valued and respected. Opinions of those performing the work will be sought when new innovations, improvements and changes 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

Dated this 22 day of December 2017

Signed:

AUTHORISED Representative of the
EMPLOYEE PARTY

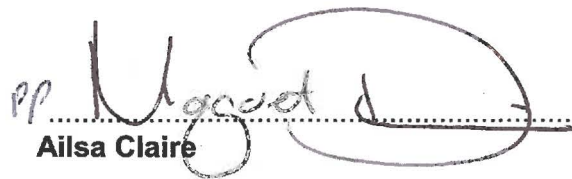


Andrew Skelly

Union Organiser

PUBLIC SERVICE ASSOCIATION

AUTHORISED Representative of the
EMPLOYER PARTY



Ailsa Claire

Chief Executive Officer

AUCKLAND DISTRICT HEALTH BOARD