



NORTHERN REGION

&

PUBLIC SERVICE ASSOCIATION TE PŪKENGA  
HERE TIKANGA MAHI

**CLERICAL AND ADMINISTRATION  
STAFF COLLECTIVE AGREEMENT**

**Expires 28 March 2021**

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.  
Noreira, 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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# SECTION A: COVERAGE & SCOPE

This section contains clauses relating to:

- The Objectives and Purpose of this Agreement
- Who is covered
- Definitions

## 1.0 Objectives of the agreement

### 1.1 Shared Vision

Through innovation and dedication to the service of our communities, we will provide care that is measured as successful by the community, the health care team and the organisation.

To provide quality care, we need to provide the right care, in the right amount, at the right time and in the right setting with an emphasis on partnering, rather than competition, with the primary sector. This will not compromise the quality, cost-effectiveness or efficiency of the health service provided by the employer.

The parties to this agreement acknowledge the importance of both work life balance and a safe quality work environment. The parties to this agreement encourage staff to communicate openly on issues of workload management. Where a manager becomes aware that an employee is not taking the breaks to which they are entitled they will ensure that the employees receive the breaks to which they are entitled to whether paid or unpaid. The parties shall work together so that regular extended hours of work are not necessary to meet and sustain service requirements.

### 1.2 Bipartite Relationship Framework

Please refer to the Agreement for a Bipartite Relationship Framework Appendix 2.

## 2.0 Parties

### 2.1 The Parties to this Agreement are:

Auckland District Health Board, Counties Manukau District Health Board, Waitemata District Health Board, Northland District Health Board and Northern Region Alliance (hereinafter referred to as the “Employer” or the “DHBs, and Northern Regional Alliance or ADHB or CMDHB or WDHB or NDHB or NRA;

and

The New Zealand Public Service Association Te Pūkenga Here Tikanga Mahi Incorporated (hereinafter referred to as the “Union” or the “PSA”).



## **2.2 New Employees**

The parties agree that any new employee whose work is covered by the application clause of this agreement (clause 2.4 below) shall be employed pursuant to this agreement for the first 30 days of their employment, and thereafter coverage shall be dependent upon the employee joining the union party to this agreement.

- 2.2.1 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.
- 2.2.2 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.

## **2.3 Existing Employees**

Those employees currently employed on individual agreements (but not those employees employed on the same terms as the expired collective agreement) who become eligible to be covered by this collective agreement (subject to joining the union), may exercise this option provided they relinquish their individual terms and conditions of employment, unless otherwise agreed by the parties.

## **2.4 Coverage**

This collective agreement shall apply to all clerical and administrative employees who are members of the PSA, inclusive of but not limited to the following job titles;

- Administrative and Executive Assistants
- Administration Team Leaders
- Call Centre staff
- Clerical Administration Staff
- Clinical Coders
- Clinical Transcriptionists
- Accounts and Finance Clerks
- IT Support Workers, e.g. Business Support (CMDHB & WDHB)
- Interpreters (CMDHB permanent staff only)
- Librarians (excluding NDHB)
- Parking Attendants (WDHB only)
- Patient Care Assistants
- Payroll Staff
- Receptionists
- Secretarial and Team Support Staff
- Telephonists
- Text Processors/Typists/Medical Transcriptionists
- Logistics Support

Clerical and administrative staff are principally engaged in clerical duties, writing, typing, operating office machines or any other form of office work including data entry, telephone operators, admitting, enquiry and Emergency Care or Department clerks.

## **2.5 Exclusions**

- Managers who are Level 3 and above; and
- Level 4 employees at CMDHB and ADHB who will be considered for exclusion on a case by case basis, using the following considerations:
  - Management of staff, including performance and discipline responsibilities
  - Level of strategic involvement in service delivery
  - Degree of autonomy and accountability to achieve the requirements of the role over and above the 40 hour week
- It is not intended, when applying the provision of this clause to Level 4 employees, to exclude those positions currently covered, for example at WDHB where managers up to and including Level 4 are covered.

## **3.0 Interpretations**

### **3.1 Base Salary**

“Base salary” means the annual salaries provided for in this Agreement. Base salary is that payable for parental leave grant (at CMDHB and ADHB), gratuity payment, redundancy payments and all other leave except sick, bereavement, domestic and annual leave.

### **3.2 Duty**

“Duty” means a single, continuous period of work (including rest and meal breaks) required to be given by an Employee, excluding on-call and call-back. A duty shall be defined by a starting and finishing time.

### **3.3 Ordinary Hourly Rate of Pay**

Full-time equivalent 37.5 hours per week. The ordinary hourly rate is the annual salary divided by 1950, correct to three (3) decimal places of a dollar.

Full-time equivalent 40 hours per week. The ordinary hourly rate of pay is the annual salary divided by 2086, correct to three (3) decimal places of a dollar.

### **3.4 Substantially**

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

### **3.5 Fixed Term Employee**

“Fixed Term Employee” means an Employee whose term of employment is fixed by agreement prior to commencement.

### **3.6 Full-Time Employee**

“Full-time Employee” means an Employee who is engaged to work not less than the ordinary hours of work specified in this Agreement.

### **3.7 Part-Time Employee**

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

### **3.8 Casual Employee**

“Casual Employee” means an Employee who has no set hours or days of work and who is normally engaged to be available to work as and when required.

Use of casual Employees, while justified in some cases to cover situations of an intermittent nature, shall not be used to deny staff security of employment.

### **3.9 Part Time No Fixed Hours Employees (Northland DHB Only)**

These workers may be engaged with no stated minimum hours only to provide relief cover for unscheduled increases in workload, unscheduled staff absences and in other circumstances that may be agreed between the employer and the PSA. These workers shall be entitled to salary progression and other service related entitlements which are the same as those of full-time employees doing comparable work.

These employees shall also be entitled to other payments applicable to full-time employees including overtime and appropriate allowances where the employee meets the payment or allowance pre-conditions. They shall also receive a proportion of annual holiday, sick leave and other entitlements based on the number of hours worked.

### **3.10 Discretionary Clauses**

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

### **3.11 Shifts**

Shifts: Where 8 or 7.5 hour shift rosters are worked:

- Where there are shifts covering 24 hours:
- The night shift is the last shift to commence before midnight on one day that ends 8/7.5 hours later the following day (such shifts not commencing earlier than 10.00 p.m. or later than 11.15 p.m., NDHB only)
- The a.m. shift is the shift that immediately follows the night shift
- The p.m. shift is the shift that immediately precedes the night shift

Shift work is the same work performed by 2 or more employees or 2 or more groups of employees working successive periods.

### **3.12 Day**

The 24 hour period from midnight of one day to midnight the next day.

### **3.13 Current Continuous Service**

Current continuous service ("Service") means the current continuous service with the employer and its predecessors (Hospital and Health Services, Crown Health Enterprises, Regional Health Authorities, Health Funding Authority, Area Health Boards and Hospital Boards, NoRTH (ARRMOS)), except where otherwise defined in the applicable clause. Effective from 19 December 2008 service will transfer between DHBs. Service shall not be deemed to be broken by an absence of less than three months. However, where the employee remains engaged on clerical /administrative health sector related work or health sector related 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.

## **4.0 Fixed Term Employment Agreements**

### **4.1 Purpose of Fixed Term Agreement**

Fixed term employment agreements shall be used only to cover specific situations of a temporary nature (e.g. to fill a position where the incumbent is on study or parental leave) or where there is a task of a finite duration. All fixed term employment agreements shall be consistent with Section 66 of the Employment Relations Act 2000.

### **4.2 Security of Employment**

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

Employees on fixed term employment agreements should not be engaged on successive fixed term employment agreements covering the same role or position, unless by agreement between the employer, and the affected employee on a case by case basis.

## **5.0 Hours of Work and Related Issues**

### **5.1 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. DHBs and the PSA recognise that a degree of stress is a part of the modern workplace. The employer makes a commitment to working with staff to develop policies and practices that attempt to minimise the negative impact stress has on workers' lives and that workloads are reasonable.

### **5.2 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.



### **5.3 Flexitime**

Flexitime agreements can be implemented in lieu of this provision, and DHB provisions for flexitime are scheduled in schedule 6.

### **5.4 Ordinary Hours of Work (80 Hour Fortnight)**

These provisions shall apply to all employees who are employed on an 80 hour fortnight basis and whose salary divisor is 2086:

#### **5.4.1 Monday to Friday**

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 between 0600 and 2000 hours, Monday to Friday.
- (b) 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.

#### **5.4.2 Rostered Shifts**

- (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) 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.
- (c) Notwithstanding clause 5.4.2 (b), these off duty periods may fall separately no more than once every four weeks at the request of the employee or to facilitate rostering.

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

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

### **5.5 Ordinary Hours of Work (37.5 Hour week).**

These provisions shall apply to all employees who are employed on a 37.5 hour week basis and whose salary divisor is 1950:

#### **5.5.1 Monday to Friday**

Unless otherwise specified the ordinary hours of work shall be either

- (a) Seventy five (75) hours in each two week period (14 days), worked as not more than ten (10) duties between 0600 and 2000 hours, Monday to Friday.
- (b) 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.

### **5.5.2 Rostered Shifts**

- (a) Seventy five (75) 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 thirty seven and a half (37.5) hours per week during a period of up to seven (7) weeks, or the applicable roster period, whichever is the lesser; or
- (b) Except for overtime, and except where an alternative arrangement is operating, each employee shall have a minimum of two (2) consecutive 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.
- (c) Notwithstanding clause 5.5.2 (b), these off duty periods may fall separately no more than once every four weeks at the request of the employee or to facilitate rostering.

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

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

## **5.6 Rosters**

- (a) The Health and Safety at Work Act 2015 requires the PCBU (Person Conducting a Business or Undertaking) to, so far as is reasonably practicable, not put at risk the health and safety of other persons from work carried out as part of the conduct of business.
- (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. Employees shall be discouraged from requesting single days off.
- (g) Employees may change duties with one another with the prior approval of the employer.

## **5.7 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 5.0 of this agreement ("hours of work and related issues").
- (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.

## **5.8 Variation of Hours of Work Requirements**

- (a) Emergencies: The employer may require variations to hours of work requirements to meet the needs of emergencies.
- (b) Occasional variations: Occasional variations to the times of day and/or days of week to meet service requirements shall be by agreement between the employer and the directly affected employee(s).
- (c) Changes to hours of work requirements: Except as provided for above, where the employer requires an employee to change their hours of work requirements to meet service needs, then a minimum of twelve (12) weeks prior notice of the change shall be given for the purpose of reaching written agreement between the employee and the employer. Such agreement shall not be unreasonably withheld. A shorter period of notice than twelve (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) No employee shall be discriminated against for not agreeing to change their hours of work requirement.

## **5.9 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) consecutive 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 the daily ordinary 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 for ten (10) hour shift workers, twelve (12) continuous hours) - cannot be provided between qualifying periods of work, the period of work is to be regarded as continuous until a break of at least nine (9) 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.

## **5.10 Meal Periods and Rest Breaks**

- (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 (d) 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 (d) above, an employee unable to take a meal after five hours duty shall be paid at time-half rate (1½) 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, a weekly allowance in lieu shall be paid of \$1.41. This allowance shall continue during all periods of leave except leave without pay.

## 5.11 Overtime Authorisation and Conditions

- (a) Overtime provisions can be varied where an alternative arrangement is agreed between the employer and the directly affected employees (where flexible hours of work provisions are agreed, additional agreement is not required) Refer to schedule 6.
- (b) Overtime or time off in lieu requires authorisation by the employee's manager.
- (c) 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.
- (d) Equivalent time off for work performed outside normal hours shall be credited on an hour for hour basis, except at Waitemata DHB where it shall be credited at the applicable overtime rates. For example one hour of overtime taken as lieu time equates to 1.5 hours as time off at WDHB only.
- (e) Conditions in which overtime is payable, or time off in lieu is credited, are as follows:
  - i The minimum break provisions are not met;
  - ii Where the daily hours of work as set out in the table below are exceeded or where in a fortnight, the following hours are exceeded:
  - iii 80 hours at CMDHB, ADHB, and NRA
  - iv 75 hours, or the ordinary rostered hours of work, whichever is greater, at WDHB & NDHB).

DHB	Overtime conditions per day
NRA	Eight hours per day or the rostered duty, whichever is greater
WDHB	7.5 hours per day or the rostered duty, whichever is greater
CMDHB	Eight hours per day or the rostered duty, whichever is greater
NDHB	Eight hours per day (excluding staff working 7.5 hours per day) or the rostered duty, whichever is greater
ADHB	Eight hours per day or the rostered duty, whichever is greater

- v No employee shall be required to work for more than 12 consecutive hours.
- vi Upon termination any unused Time in Lieu shall be paid as T1.

## **5.12 Overtime Rates**

- (a) Overtime worked on any day (other than a public holiday) from 6am Monday to 2200 Friday/Saturday shall be paid at one and one half the ordinary hourly rate (T1.5) for the first three hours and at double the ordinary hourly rate of pay (T2) thereafter.
- (b) Except that Overtime worked from 2200-0600 Monday to Friday, or from midnight Friday to midnight Sunday/Monday shall be calculated at double the ordinary hourly rate of pay (T2).

## **5.13 Overtime on Public Holidays**

Overtime worked on a public holiday shall be paid at twice the 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).

## **5.14 Authorised Absence from Duty**

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

## **5.15 Call-back**

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

- (a) Is called back to perform work after:
  - i Completing a duty, and
  - ii Having left the place of work, or
  - iii Is called back before the normal time of starting a duty, and does not continue working until such normal starting time, except that
- (b) Call-backs commencing and finishing within the minimum period covered by an earlier call-back shall not be paid for;
- (c) Where a further call-back commences before and continues beyond the end of a minimum period for a previous call-back, payment shall be made as if the employee had worked continuously from the beginning of the previous call-back to the end of the later call-back.

5.15.2 Payment for call-back

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

5.15.3 Transport For Call-Back Duty

- (a) 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:

- i Provide the employee with transport from the employee's place of residence to the institution and to the place of residence from the institution; or
- ii Reimburse the employee to use their personal vehicle shall be reimbursed in accordance with the IRD mileage rates as promulgated from time to time. The payment shall be for the distance travelled from the employee's place of residence to the institution and from the institution to the employee's place or residence

## 6.0 Weekend, Night and Public Holiday Rates

### 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 ordinary salary:

- i From midnight Friday/Saturday until midday Saturday T½ first 3 hours, then T1
- ii From midday Saturday until midnight Sunday/Monday T1
- iii Public holiday T1 plus alternative holiday. Casual employee rates – T2 in addition to ordinary salary

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

### 6.2 Night rates

6.2.1 All employers except Northland DHB. 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 T0.25 in addition to ordinary salary or in addition to weekend rates or public holiday rates where those apply.

6.2.2 At Northland DHB only:

Night rate applies to ordinary hours of duty (other than overtime) that fall between 2000hrs and 0600 of a rostered night duty from midnight Sunday/Monday to midnight Friday/Saturday and shall be paid at T0.25 in addition to the ordinary hourly rate of pay.

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

6.2.4 The night rate shall be T0.25 of the ordinary hourly rate of pay for each complete hour worked between the qualifying hours subject to a maximum rate as per the schedule below.

WDHB	\$5.49 per hour
ADHB	\$5.30 per hour
CMDHB/ NDHB/ NRA	\$5.00 per hour

6.2.5 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.



## **7.0 Public Holidays**

**7.1** 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)

**7.2** 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 7.5 below.

- (c) Where an employee is not required to work that Saturday or Sunday, observance of the holiday shall be transferred to the following Monday and/or Tuesday in accordance with the provisions of Sections 45 (1) (b) and (d) of the Holidays Act 2003. For the purposes of this clause an employee is deemed NOT to have been required to work if they were NOT rostered on duty, or on-call, or were on-call but not called back to work.

**7.3** 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.

- 7.4** 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 6.1(a) iii (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.
- 7.5** 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 6.1(a) iii 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.
- 7.6** 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 6.1(a) iii 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.
- 7.7** 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.
- 7.8** 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.
- 7.9** 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.

#### **7.10 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.

### **8.0 Allowances**

#### **8.1 Higher Duties Allowance**

Any employee engaged in one full day or full shift on higher duties shall be paid an allowance of \$20 per shift (7.5 or 8 hour day) where the employee is designated and authorised by the manager.

#### **8.2 Meal Allowance**

The 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 \$8.50 or, at the option of the employer, be provided a meal.

#### **8.3 On Call Allowance**

For all employees the following shall apply for On Call Allowance, the following rates shall apply:

Where an employee is instructed to be on call during normal off duty hours, an on call allowance of \$4.04 per hour except on public holidays when the rate shall be \$6.06 per hour.

### **9.0 Reimbursement of Expenses on Employer Business**

When travelling on employer business, the employee will be reimbursed for costs on an actual and reasonable basis on presentation of receipts.

Employees who are requested and agree to use their motor vehicles on employer business shall be reimbursed in accordance with the IRD mileage rates as promulgated from time to time. Any change to this rate shall be effective from the first pay period following the date of promulgation by the IRD.

## **10.0 Health & Safety**

- 10.1** The employer and employees shall comply with the provisions of the Health and Safety at Work Act 2015 and subsequent amendments. The parties to this agreement agree that employees should be adequately protected from any safety and health hazard arising in the workplace. All reasonable precautions for the health and safety of employees shall be taken.
- 10.2** 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.
- 10.3** 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.
- 10.4** Attention is also drawn to the employer's policies and procedures on health and safety.
- 10.5** The employer recognises that to fulfil their function, health and safety delegates require adequate training, time and facilities.
- 10.6** 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.

## **11.0 Uniforms and Protective Clothing & Equipment**

### **11.1 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

### **11.2 Shoe & Stocking Allowance**

Where an employer requires an employee to wear a particular type of shoe, or shoe and stocking then they are entitled to an allowance of \$164.00 per annum.

### **11.3 Protective Clothing and Safety Equipment**

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.

### **11.4 Damage to Personal Property**

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.

## **12.0 Annual Leave**

- 12.1** 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.
- 12.2** 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.
- 12.3** 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 Administration/Clerical Health related work or study whilst absent, the period of three months shall extend to twelve months.

- 12.4** The term "leave year" means the year ending with the anniversary date of the employee's appointment.
- 12.5** The employer may permit an employee to take annual leave in one or more periods.
- 12.6** 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.
- 12.7** 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.
- 12.8** 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.

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.

- 12.9** 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.

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.

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

- 12.10** 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 15.0 of this Agreement.

## **13.0 Long Service Leave**

- 13.1** Long Service leave of one week shall be accumulated by the employee for each five years of current continuous service.
- 13.2** 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.
- 13.3** 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.
- 13.4** In the event of the death of an employee who was eligible for long service leave but not taken the leave, any monies due will be paid to the deceased estate.
- 13.5** Leave without pay in excess of three months taken on any one occasion will not be included in the five (5) year qualifying period, with the exception of parental leave.
- 13.6** 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 1st July 2005 or the commencement date if later.
- 13.7** The employer shall pay out any long service leave to which the employee has become entitled but has not taken upon cessation of employment.



## **14.0 Sick Leave**

- 14.1** 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.
- 14.2** 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. The production of a medical certificate or other evidence of illness may be required.
- 14.3** 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 rates of pay (T1 rate only). A medical certificate may be required to support the employee's claim.
- 14.4** 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 grant 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:
- (a) The employee's length of service
  - (b) The employee's attendance record
  - (c) The consequences of not providing the leave
  - (d) Any unusual and/or extenuating circumstances.
- 14.5** Reasons for a refusal shall, when requested by the employee, be given in writing and before refusing a request, the decision maker is expected to seek appropriate guidance.
- 14.6** Leave granted under this provision may be debited as an advance on the next year's entitlement up to a maximum of five (5) days.
- 14.7** Sick leave is to be debited on an hour for hour basis except that absence of less than two hours shall not be debited against sick leave. This includes absences to attend health appointments relating to the monitoring and treatment of medical issues, illness, sickness or injury. Wherever possible such appointments shall be made at the beginning or end of the shift.
- 14.8** 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.
- 14.9** Need shall be demonstrated by the following, in addition to the criteria in clause
- (a) Nature of the illness or injury.
  - (b) Recommendations by the treating Physician.
  - (c) Willingness to engage with Occupational Health around the relevant issues.
  - (d) These requests will be considered on a case by case basis with PSA consultation at member's request.
- 14.10** Where an employee is suffering from a minor illness which could have a detrimental effect on the patients or other staff in the employer's care, the employer may, at its discretion, either:

- (a) Place the employee on suitable alternative duties.
- (b) Direct the employee to take leave on full pay.

The decision maker is expected to seek appropriate guidance.

## **14.11 Specified and Unspecified Sick Leave**

### **14.11.1 Specified**

For employees on specified allocations current accumulated leave balances shall be retained.

14.11.2 Unspecified – Transition arrangements for employees who moved from unspecified to specified sick leave are contained in MECA expired 28 March 2018.

## **14.12 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:

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

14.12.2 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 14.11.

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

## **14.13 Sickness during unpaid leave**

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

## **14.14 Review of sick leave**

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.

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

14.15.1 *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.

- 14.15.2 *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 employee's 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.
- 14.15.3 *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 employee's compensation by 20% of base salary during the period of incapacitation. This shall be debited against the employee's sick leave.

## **15.0 Parental Leave**

- 15.1** Statement of principle - The parties acknowledge the parental leave provisions in this agreement are to protect the rights of employees during pregnancy and on their return to employment following parental leave and are to be read in conjunction with the Parental Leave and Employment Protection Act 1987, provided that where the parental leave provisions are more favourable to the employee, the provisions of this agreement shall prevail.
- 15.2** Entitlement and eligibility - Provided that the employee assumes or intends to assume the primary care as defined in the Act, or is the primary carer or partner of a primary carer, the entitlement to parental leave is:
- (a) in respect of every child born to them or their partner;
  - (b) in respect of every child under six years of age, where the employee becomes a primary carer for the child;
  - (c) where two or more children are born at the same time or where the employee becomes a primary carer for two or more children under six years of age within a one month period, for the purposes of these provisions the employee's entitlement shall be the same as if there were only one child.
- 15.3**
- (a) Parental leave of up to twelve months is to be granted to employees with at least one year's service at the time of commencing leave.
  - (b) Parental leave of up to six months is to be granted to employees with less than one year's service at the time of commencing leave.
- Provided that the length of service for the purpose of this clause means the aggregate period of service, whether continuous or intermittent, in the employment of the employer.
- (c) The maximum period of parental leave may be taken by either the employee exclusively or it may be shared between the employee and their partner either concurrently or consecutively. This applies whether or not one or both partners are employed by the employer. The parental leave may be taken in more than

one continuous period, with the start and finish dates of each additional period, and any extension of parental leave past the anniversary date of the commencement of parental leave, to be agreed between the employer and the employee.

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

**15.4** In cases of adoption of children of under six years of age, parental leave shall be granted in terms of 15.2 and 15.3 above, providing that fourteen days' notice is given before the employee intends to assume the responsibility for the care of the child. Evidence of an approved primary care placement shall be provided to the employer's satisfaction.

**15.5** Employees intending to take parental leave are required to give at least one month's notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner or midwife certifying the expected date of delivery. The provision may be waived where the employee becomes a primary carer for a child under the age of six or in circumstances outside the control of the employee.

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

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

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

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

**15.9** Job protection -

- (a) Subject to 15.10 below, an employee returning from parental leave is entitled to resume work in the same position or a similar position to the one they occupied at the time of commencing parental leave. A similar position means a position:

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

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

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

#### **15.10**

- (a) Where possible, the employer must hold the employee's position open or fill it temporarily until the employee's return from parental leave. However in the event that the employee's position is a "key position", the employer may fill the position on a permanent basis if they meet the requirements set out in the Act.
- (b) Where the employer is not able to hold a position open, or to fill it temporarily until an employee returns from parental leave, or fills it permanently on the basis of it being a key position, and, at the time the employee returns to work, a similar position (as defined in 15.9 (a) above) is not available, the employer may approve one of the following options:
  - (i) an extension of parental leave for up to a further 12 months until the employee's previous position or a similar position becomes available; or
  - (ii) an offer to the employee of a similar position in another location (if one is available) with normal transfer expenses applying; if the offer is refused, the employee continues on extended parental leave as in 15.10(b)(i) above for up to 12 months; or
  - (iii) the appointment of the employee to a different position in the same location, but if this is not acceptable to the employee the employee shall continue on extended parental leave in terms of 15.10(b)(i) above for up to 12 months:

provided that, if a different position is accepted and within the period of extended parental leave in terms of 15.10(b)(i), the employee's previous position or a similar position becomes available, then the employee shall be entitled to be appointed to that position; or
  - (iv) where extended parental leave in terms of 15.10(b)(i) above expires, and no similar position is available for the employee, the employee shall be declared surplus under clause 23 of this Agreement.

**15.11** If the employee declines the offer of appointment to the same or similar position in terms of sub clause 15.9(a) above, parental leave shall cease.

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

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

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

**15.15 Paid Parental Leave** – Where an employee takes parental leave under this clause, meets the eligibility criteria in 15.2 (i.e. they assume or intend to assume the primary care of the child), and is in receipt of the statutory paid parental leave

payment in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 the employer shall pay the employee the difference between the weekly statutory payment and the equivalent weekly value of the employee's base salary (pro rata if less than full-time) for a period of up to 14 weeks.

Employees who negotiate carer leave under Part 3 (A) of the Act are not eligible for the Parental Leave payment under Clause 15.15.

These payments shall be made at the commencement of the parental leave and shall be calculated at the base rate (pro rata if appropriate) applicable to the employee for the six weeks immediately prior to commencement of parental leave. From 1 June 2017 an employee who takes a period of paid leave (e.g. annual leave) at the start of his or her parental leave may elect to start his or her parental leave payment period on the day after the date on which that period of paid leave ends, even if it is later than the child's arrival or due date.

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

Where 15.3(c) applies and both partners are employed by the DHB, the paid parental leave top up will be made to only one employee, being the employee who has primary care of the child.

## **16.0 Child Care Facilities**

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

## **17.0 Bereavement / Tangihanga Leave**

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

- (a) The employer shall approve special bereavement leave on pay for an employee to discharge any obligation and/or pay respects to a deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga or attending hura kōhatu /unveiling (or its equivalent). The length of time off shall be at the discretion of the employer, providing that such time off shall be no less than the entitlements outlined in the Holidays Act 2003.
- (b) If a bereavement occurs while an employee is absent on annual leave, sick leave on pay, or other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of (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 employer must administer these provisions in a culturally sensitive manner.
- (d) The employer agrees that, on application, it may be appropriate, to grant leave without pay in order to accommodate various special bereavements needs not recognised in clause (a) above.



## **18.0 Domestic Violence Victims Leave**

The employer will apply the provisions specified in the Domestic Violence Victims Protection Act 2018 including applications for leave and changes to working arrangements in accordance with the Act and relevant employer policies.

## **19.0 Professional Development and Training**

### **19.1 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 quality service delivery.

Participation in an annually agreed professional development plan is mutually beneficial. The plan must:

- (a) Be aligned with the employee's career goals.
- (b) Be aligned with the strategic direction of the DHB.
- (c) Consistent with service plans.
- (d) Contribute to improving the quality, effectiveness and efficiency of health services.

The organisation's training and professional development processes shall:

- (a) Be clear to employees.
- (b) Provide information and advice to employees regarding sources of and access to professional development funds/entitlements.
- (c) Require that the employee's professional development plan and activities are recorded
- (d) Require that employees will share the knowledge and expertise gained from professional development plan and activities with colleagues.

The employer and the PSA will have an arrangement to ensure that the professional development process is equitable and transparency, consistency and fairness is maintained.

Those staff attending courses or professional development opportunities to progress achieving criteria as part of their merit process may apply for a maximum of 8 hours per annum paid professional development time. Approval shall not be unreasonably withheld.

### **19.2 Course Fees and Study Leave**

Where the manager agrees to training which is beneficial to service development and in the interest of career development of an individual, approval, may be granted for payment of study leave and course fees at the discretion of the manager. Such leave may include time to attend lectures, block courses and to sit examinations.

## 20.0 Retiring Gratuities

20.1.1 Recognition of service for each DHB appears in schedule one

- (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 shall be paid to the estate of employees who died before retirement or who died after retirement but before receiving a gratuity.
- (d) See Table below 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.

Scale Of Maximum Gratuities	
Period of Total Service	Maximum Gratuity Pay Entitlement during These Consecutive Days
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

Scale Of Maximum Gratuities	
Period of Total Service	Maximum Gratuity Pay Entitlement during These Consecutive 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.

## 21.0 Relocation Allowance

Where an employee is relocated to a new position in a new location and extra travelling costs are involved, actual additional travelling expenses by public transport shall be reimbursed for up to 12 months. Alternatively, where agreed, the relocation allowance provision below may be utilised.

Calculation of the allowance is for each kilometre being the distance between the previous work place and the new work place for each working day up to a maximum of 240 km. The per kilometre cost is based on the IRD calculation for vehicle running costs. Any change to this rate shall be effective from the first pay period following the date of promulgation by the IRD.

The relocation allowance may be paid as a lump sum or according to any other mutually agreed arrangement. Where it is agreed that the relocation allowance shall be paid as a lump sum, in the event that the employee leaves the employment prior the expiry of the 12 month period for which the allowance applies (i.e. 12 months after relocation), the employee shall repay the relocation allowance on a pro-rated basis.

## 22.0 Management of change / Consultation

**22.1** For collective multi DHB management of change processes refer Appendix 2

**22.2** 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.

- (a) 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:

- i Improved decision making;
  - ii Maintaining co-operation between the parties;
  - iii A more harmonious, effective, efficient, safe and productive workplace.
- (b) The employer accepts that elected delegates are the recognised channel of communication between the union and the employer in the workplace.
- (c) Delegate means an employee who is nominated by the union and who is elected to act on the organisation's behalf. The names of such delegates shall be advised to the employer.
- (d) 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.
- (e) Prior approval for such meetings shall be obtained from the employer and such approval shall not be unreasonably withheld.
- (f) The amount of time off and facilities provided shall be sufficient to allow full consideration of these issues addressed by this clause.
- (g) Mechanisms established for the purpose of "management of change" will allow input and recommendations to be made to the employer, who will consider these recommendations.
- (h) At CMDHB the document titled "management of organisational development (MOOD)" forms part of the terms and conditions of employment for the parties to the contract.
- (i) The employer agrees that the union will be advised of any planned review which might result in significant changes to structures, staff numbers or work practices. The union may request that notice in writing. Delegates in affected areas will also be advised in writing a desire to contribute to the review, adequate time for consultation with the employer 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.

## **23.0 Staff Surplus**

- 23.1** 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 23.4 below shall be invoked and decided on a case by case basis in accordance with this clause.
- 23.2** 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 position required to be discharged 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).

**23.3** 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.

**23.4 Options**

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

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

Option (a) will preclude employees from access to the other options. The aim will be to minimise the use of severance. When severance is included, the provisions in sub-clause 23.9 will be applied as a package.

**23.5 Reconfirmed in position**

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

**23.6 Attrition**

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

**23.7 Redeployment**

- (a) 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.

- (b) 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:
- (c) 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
- (d) an on-going allowance for two years equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases).
  - i 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.
  - ii The redeployment may involve employees undertaking some on- the-job training.

### **23.8 Retraining**

Where a skill shortage is identified, the employer may offer a surplus employee retraining to meet that skill shortage with financial assistance up to the maintenance of full salary plus appropriate training expenses. It may not be practical to offer 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.

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.

### **23.9 Severance/Redundancy**

(a) Payment will be made in accordance with the following:

- i “service” for the purposes of this clause is included in schedule 2.
- ii One month notice or 8.33% of basic salary (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 (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months service, and
- iv 4% 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
- v Where the period of total aggregated service is less than 20 years, 0.333% 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.

(b) If the employee has ten or more years service, the full retiring gratuity as set out in the scale contained in clause 20 shall be paid.



- (c) Employees with not less than eight years service but less than ten years service, shall be paid two weeks' basic salary (T1 rate only).
- (d) 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).
- (e) Outstanding annual leave and long service leave may be separately cashed up.
- (f) Nothing in this agreement shall require the employer to pay severance/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:
  - i the same as, or no less favourable, than the employee's conditions of employment; and
  - ii in the same capacity as that in which the employee was employed by the employer, or
  - iii in any capacity in which the employee is willing to accept

### **23.10 Job Search**

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

### **23.11 Counselling**

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

### **23.12 Change of Ownership**

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.

### **23.13 Employee Protection Provisions**

The parties acknowledge that Section 69OJ of the Employment Relations Act requires all collective agreements to contain provisions in relation to the protection of employees where their employer's business is restructured. It is agreed that these provisions exist within the current collective agreement (e.g. Clause 22.0 Management of Change and Clause 23.12 Change of Ownership) or by virtue of the statutory provisions set out in Sections 19, 20 and 21 of Schedule 1B of the Employment Relations Act 2000.

## **24.0 Union Recognition**

The employer recognises the PSA, its delegates, officials and officers as representing the collective and individual interests of its members.

### **24.1 Delegates / Union Workplace Representatives**

- 24.1.1 Delegate means an employee who is nominated by the PSA, who is covered by this agreement and who is elected to act on the PSA's behalf. The managers shall be advised of the delegates' names.
- 24.1.2 The employer recognises that elected delegates are the recognised channel of communication between the union (PSA) and the employer in the workplace.
- 24.1.3 To enable the delegates to effectively carry out their role, including the promotion and facilitation of the objectives outlined in the statement of intent, sufficient time off should be available during working hours.
  - (a) Attendance at consultative forums;
  - (b) Participating in delegate committees
  - (c) Representing/supporting members with personal cases;
  - (d) Preparation for and representation on working parties, project groups;
  - (e) Collective employment agreement negotiations and issues;
  - (f) Ongoing communication with members;
  - (g) Union education/training/planning (relating to EREL clause);
  - (h) Access to union members/new members.

- 24.1.4 Prior approval for such activity shall be obtained from the manager in the area and such approval shall not be unreasonably withheld.
- 24.1.5 Where recognised workplace activities are required outside of working hours, delegates shall be paid at ordinary rates or granted time in lieu on a time for time basis.

## **24.2 Deduction of Union Fees**

Where an employee has authorised in writing the deduction of fees for an employee representative organisation party to this agreement, the employer will remit, at not more than monthly intervals, such deductions to the employee representative organisation together with a list of employees for whom the deductions have been made.

## **24.3 Union Meetings**

- 24.3.1 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).
- 24.3.2 The union shall give the employer at least 14 days' notice of the date and time of any meeting to which sub-clause 24.3.1 of this clause applies.
- 24.3.3 The union shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any meeting, including, where appropriate, an arrangement for sufficient employees to remain available during the meeting to enable the employer's operation to continue.
- 24.3.4 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.
- 24.3.5 Only employees who actually attend a union meeting where the employee would otherwise be working 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.

## **24.4 Leave to attend PSA meetings and Employee Relations' Education Leave**

- 24.4.1 PSA meetings: an aggregate of 30 days paid leave per annum [per DHB] shall be granted to cover PSA meetings, e.g. health service group central committee, national council and the biennial congress. Provided that the employer receives written notice from the employee representative 14 days prior to the date(s) for which leave is required, and service requirements can be reasonably satisfied. Notice shall be given for each meeting and shall state the name(s) of employees seeking leave, the number of days and the meeting(s) being attended. Except leave shall only be granted when correct notice has been

received – where 14 days' notice cannot be given because of the calling of emergency meetings only, a reasonable lesser period of notice will be accepted. (*excl NDHB*)

- 24.4.2 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 200 full time equivalent eligible employees or part of the number which exceeds 280.
- 24.4.3 The PSA shall send a copy of the programme for the course and the names of employees attending, at least 21 consecutive days prior to the course commencing.
- 24.4.4 The granting of such leave shall not be unreasonably withheld taking into account continuing service needs.

## **24.5 Union Representative Right of Entry**

The authorised union representative shall be entitled at all reasonable times to be upon the premises for purposes related to the employment of its members and/or the union's business in accordance with sections 20 and 21 of the Employment Relations Act 2000.

## **24.6 Legal Liability**

- 24.6.1 The employer undertakes to indemnify employees against actions taken against them by statutory or professional bodies (excluding competence reviews) or persons suffering damages as a result of acts or omissions of the employee while acting in the course of his/her employment.
- 24.6.2 Where an employee, while acting in the course and within the scope of their employment by the employer, requires legal representation this will be provided and paid for by the employer 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.
- 24.6.3 Where there is a potential for a "conflict of interests" the employer will ensure independent representation is available to the employee.
- 24.6.4 Indemnity or legal representation shall not apply to employees acting outside the course and scope of their employment.
- 24.6.5 The employer undertakes to indemnify employees against actions taken against them by persons suffering damages as a result of acts or omissions of the employee while acting in the course of his/her employment.
- 24.6.6 Where an employee while acting in the course and within the scope of their employment by the employer, requires legal representation this will be provided and paid for by the employer.
- 24.6.7 Where there is a potential for a "conflict of interests" the employer will ensure independent representation is available to the employee.  
  
Indemnity or legal representation shall not apply to employees acting outside the course and scope of their employment.

## **25.0 Termination of Employment**

In the absence of specific written agreement between the employer and the employee, a minimum of 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 employer.

## **26.0 Confidentiality**

All employees are required to keep information about the business of the employer confidential. Disclosure may only be made with the direct consent of the employer.

## **27.0 Abandonment of Employment**

- 27.1** Where an employee absents themselves from work for more than 3 working days without the consent of the employer and without notification to the employer, the employee will be considered as having terminated their employment without notice on the last day of having reported for work.
- 27.2** It is the duty of the employer to make all reasonable efforts to contact the employee during the 3 day period of un-notified absence.
- 27.3** Where an employee was unable through no fault of their own to notify the employer, employment will not be terminated.

## **28.0 Harassment Prevention**

- 28.1** 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 29 Employment Relationship Problems. Harassment can take many forms, including sexual harassment, bullying, racial harassment, violence, and other forms of intimidating behaviour.
- 28.2** Guidelines for Supervisors and Guidelines for Complainants are available from the Human Resources Department.

## **29.0 Employment Relationship Problems**

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

## **29.1 Local Resolution Preferred**

Where an employment relationship problem arises, the parties will in the first instance seek to resolve it between the immediately affected parties. Further to this:

- (a) The employee is entitled to seek representation at any stage during the process.
- (b) If the matter is unresolved, either party is entitled to seek mediation from the Ministry of Business, Innovation and Employment or refer the matter to the Employment Relations Authority (both mediation and investigation by the Authority are services available for the resolution of employment relationship problems.)

## **29.2 Personal Grievance**

If the employment relationship problem is a personal grievance, the employee must raise the grievance with the employer within a period of 90 days beginning with the date on which the action alleged to amount to a personal grievance occurred or came to the notice of the employee, whichever is the latter.

A "personal grievance" means a claim that an employee

- (a) Has been unjustifiably dismissed; or
- (b) Has had his/her employment, or his/her conditions of employment, affected to his/her disadvantage by some unjustifiable action by the employer; or
- (c) Has been discriminated against in his/her employment; or
- (d) Has been sexually harassed in his/her employment; or
- (e) Has been racially harassed in his/her employment; or
- (f) Has been subjected to duress in relation to union membership.

Note: the terms used in this clause have precise legal meanings, which are in the Employment Relations Act. Employees who believe they have a personal grievance should seek the advice of their delegate or union.

A "dispute" is a disagreement over the interpretation or application of an employment agreement.

## **29.3 Time Limit on Raising Personal Grievance**

An employee who believes he/she has a personal grievance must make the employer aware of the grievance within 90 days of the grievance arising (or of the employee becoming aware that he/she has a grievance).

## **29.4 Raising Employment Relationship Problems**

- 29.4.1 An employment relationship problem should be raised and discussed with the employee's manager as soon as possible.
- 29.4.2 The employee is entitled to seek advice and assistance from a union representative in raising and discussing the problem.
- 29.4.3 The employee, employer and union will try in good faith to resolve the problem without the need for further intervention.

## **29.5 Mediation**

- 29.5.1 If the problem is not resolved by discussion, any party may (without undue delay) seek the assistance of the mediation services provided by the Ministry for Business, Innovation and Employment (MBIE).
- 29.5.2 All parties must co-operate in good faith with the mediator in a further effort to resolve the problem.
- 29.5.3 Mediation is confidential and, if it does not resolve the problem, is without prejudice to the parties' positions.
- 29.5.4 Any settlement of the problem signed by the mediator will be final and binding.
- 29.5.5 Where a matter has not been able to be resolved using problem-solving methods and is referred to the authority for determination, the authority must direct the matter to mediation in the first instance. Where mediation has failed or been deemed inappropriate in the circumstances, the authority will then have the power to investigate the matter.
- 29.5.6 If the employment relationship problem relates to discrimination or sexual harassment, services available for the resolution of the problem include either application to the authority for the resolution of this grievance or the complaint under the Human Rights Act 1993, but not both.

## **30.0 Superannuation**

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

## **31.0 Savings Clause**

Except as specifically agreed within this document, nothing in this agreement shall operate so as to reduce the wages and conditions of employment applying to any employee at the date of this agreement coming into force. The parties agree that if an item was not specifically agreed to the terms and conditions prevailing prior to this agreement should continue to apply.

## **32.0 Variations**

This agreement may be varied by agreement between the employer, the PSA and the majority of the employees directly affected by such variations. Such agreement shall be in writing and signed by those parties.

## **33.0 Term**

This agreement shall be deemed to have come into force on 15 May 2019, being the conclusion of the bargaining fee ballot and opt out process, and shall expire on 28 March 2021.

## 34.0 Bargaining Fee

34.1 This clause takes effect from the first full pay period after 15 May 2019.

34.2 For the purposes of this clause:

(a) The “bargaining fee” shall be set at 100% of the relevant PSA membership subscription rate

Gross annual salary of over \$42,744	\$18.00 per fortnight
Gross annual salary of between \$19,629 and \$42,744	\$8.90 per fortnight
Gross annual salary of under \$19,629	\$4.40 per fortnight

and paid each pay period and shall not increase during the terms of this clause;

(b) The “specified period” is the period 14 days prior to the date on which this Agreement comes into force;

(c) An “affected employee” is one

- Whose work is covered by the coverage clause of this Agreement and
- Whose terms and conditions of employment comprise or include the terms and conditions of employment specified in this Agreement and
- Who is not a member of the union and
- Who is not a member of another union and
- Who is not an employee who has opted out.

(d) 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 she/he 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.

34.3 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.

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

34.5 This clause shall expire on 28 March 2021 which is the expiry date of this Agreement.



## SECTION B: SALARY SCALES AND RELATED MATTERS

This Section sets out:

- Salaries
- Progression Criteria
- Specific Conditions relating to each occupational group covered by this Agreement.

### Salaries

#### Northland DHB

##### Clerical and Administration (40 hours)

Level / Step	27-Feb-17		1-Apr-19		30-Mar-20	
<b>220-300</b>						
Step 8	66,488	M	70,488	M	72,488	M
Step 7	64,202	M	68,202	M	70,202	M
Step 6	62,944	M	66,944	M	68,944	M
Step 5	61,689	M	65,689	M	67,689	M
Step 4	60,087	*	64,087	*	66,087	*
Step 3	58,490	*	62,490	*	64,490	*
Step 2	56,891	*	60,891	*	62,891	*
Step 1	55,289	*	59,289	*	61,289	*

<b>180-219</b>						
Step 10	58,542	M	62,542	M	64,542	M
Step 9	57,284	M	61,284	M	63,284	M
Step 8	56,027	M	60,027	M	62,027	M
Step 7	54,771	M	58,771	M	60,771	M
Step 6	53,515	*	57,515	*	59,515	*
Step 5	52,258	*	56,258	*	58,258	*
Step 4	51,000	*	55,000	*	57,000	*
Step 3	49,401	*	53,401	*	55,401	*
Step 2	47,801	*	51,801	*	53,801	*
Step 1	46,202	*	50,202	*	52,202	*

<b>140-179</b>						
Step 10	48,888	M	52,888	M	54,888	M
Step 9	47,502	M	51,502	M	53,502	M
Step 8	46,120	M	50,120	M	52,120	M
Step 7	44,738	M	48,738	M	50,738	M
Step 6	43,482	*	47,482	*	49,482	*
Step 5	42,225	*	46,225	*	48,225	*
Step 4	40,627	*	44,627	*	46,627	*
Step 3	39,025	*	43,720	*	45,720	*
Step 2	37,426	*				
Step 1	36,135	*				

**Clinical Coders (40 hours)**

Level / Step	27-Feb-17		1-Apr-19		30-Mar-20	
Step 5	65,260	M	69,260	M	71,260	M
Step 4	62,121	M	66,121	M	68,121	M
Step 3	59,354	M	63,354	M	65,354	M
Step 2	54,921	M	58,921	M	60,921	M
Step 1	48,253	M	52,253	M	54,253	M

**Payroll Clerks (40 hours)**

Level / Step	27-Feb-17		1-Apr-19		30-Mar-20	
Step 10	63,738	D	67,738	D	69,738	D
Step 9	61,678	D	65,678	D	67,678	D
Step 8	59,711	M	63,711	M	65,711	M
Step 7	58,062	M	62,062	M	64,062	M
Step 6	56,414	*	60,414	*	62,414	*
Step 5	54,768	*	58,768	*	60,768	*
Step 4	53,120	*	57,120	*	59,120	*
Step 3	51,471	*	55,471	*	57,471	*
Step 2	49,827	*	53,827	*	55,827	*
Step 1	48,178	*	52,178	*	54,178	*

**Medical Typists, Transcriptionists (40 hours)**

Level / Step	27-Feb-17		1-Apr-19		30-Mar-20	
Step 5	55,737	M	59,737	M	61,737	M
Step 4	54,274	M	58,274	M	60,274	M
Step 3	52,738	*	56,738	*	58,738	*
Step 2	51,199	*	55,199	*	57,199	*
Step 1	49,658	*	53,658	*	55,658	*

**Auckland DHB, Counties Manukau DHB, Waitemata DHB, NRA Salary Scales**
**Clerical Admin (37.5 hours)**

Level / Step	27-Feb-17		1-Apr-19		30-Mar-20	
Level 5						
Step 10	73,162	M	76,902	M	78,771	M
Step 9	70,819	M	74,557	M	76,427	M
Step 8	68,476	M	72,215	M	74,084	M
Step 7	66,153	M	69,892	M	71,761	M
Step 6	63,810	M	67,548	M	69,418	M
Step 5	61,502	M	65,242	M	67,111	M
Step 4	59,581	*	63,322	*	65,191	*
Step 3	57,657	*	61,396	*	63,266	*
Step 2	55,737	*	59,476	*	61,346	*
Step 1	53,816	*	57,555	*	59,425	*

<b>Level 4</b>						
Step 8	61,502	M	65,242	M	67,111	M
Step 7	59,581	M	63,322	M	65,191	M
Step 6	57,657	M	61,396	M	63,266	M
Step 5	55,737	*	59,476	*	61,346	*
Step 4	53,816	*	57,555	*	59,425	*
Step 3	51,894	*	55,631	*	57,501	*
Step 2	49,971	*	53,710	*	55,580	*
Step 1	48,048	*	51,786	*	53,656	*

Level 3						
Step 7	54,277	M	58,016	M	59,885	M
Step 6	52,737	M	56,475	M	58,345	M
Step 5	51,197	*	54,937	*	56,806	*
Step 4	49,972	*	53,712	*	55,582	*
Step 3	48,115	*	51,854	*	53,724	*
Step 2	46,576	*	50,318	*	52,187	*
Step 1	45,035	*	48,776	*	50,646	*

Level 2						
Step 8	48,293	M	52,032	M	53,902	M
Step 7	46,553	M	50,291	M	52,160	M
Step 6	45,107	*	48,846	*	50,716	*
Step 5	43,736	*	47,474	*	49,344	*
Step 4	42,341	*	46,080	*	47,950	*
Step 3	40,996	*	44,735	*	46,605	*
Step 2	39,735	*	43,474	*	45,344	*
Step 1	38,522	*	42,261	*	44,130	*

Level 1						
Step 3	37,531	*	41,271	*	43,140	*
Step 2	35,006	*	40,870	*	42,739	*
Step 1	33,563	*				

#### Clerical Admin (40 hours)

Level / Step	27-Feb-17		1-Apr-19		30-Mar-20	
Level 5						
Step 10	78,265	M	82,265	M	84,265	M
Step 9	75,757	M	79,757	M	81,757	M
Step 8	73,251	M	77,251	M	79,251	M
Step 7	70,766	M	74,766	M	76,766	M
Step 6	68,259	M	72,259	M	74,259	M
Step 5	65,792	M	69,792	M	71,792	M
Step 4	63,738	*	67,738	*	69,738	*
Step 3	61,678	*	65,678	*	67,678	*
Step 2	59,624	*	63,624	*	65,624	*
Step 1	57,569	*	61,569	*	63,569	*

<b>Level 4</b>						
Step 8	65,792	M	69,792	M	71,792	M
Step 7	63,738	M	67,738	M	69,738	M
Step 6	61,678	M	65,678	M	67,678	M
Step 5	59,624	*	63,624	*	65,624	*
Step 4	57,569	*	61,569	*	63,569	*
Step 3	55,511	*	59,511	*	61,511	*
Step 2	53,456	*	57,456	*	59,456	*
Step 1	51,398	*	55,398	*	57,398	*
<b>Level 3</b>						
Step 7	58,062	M	62,062	M	64,062	M
Step 6	56,414	M	60,414	M	62,414	M
Step 5	54,768	*	58,768	*	60,768	*
Step 4	53,458	*	57,458	*	59,458	*
Step 3	51,471	*	55,471	*	57,471	*
Step 2	49,827	*	53,827	*	55,827	*
Step 1	48,178	*	52,178	*	54,178	*
<b>Level 2</b>						
Step 8	51,661	M	55,661	M	57,661	M
Step 7	49,798	M	53,798	M	55,798	M
Step 6	48,253	*	52,253	*	54,253	*
Step 5	46,785	*	50,785	*	52,785	*
Step 4	45,294	*	49,294	*	51,294	*
Step 3	43,855	*	47,855	*	49,855	*
Step 2	42,506	*	46,506	*	48,506	*
Step 1	41,208	*	45,208	*	47,208	*
<b>Level 1</b>						
Step 3	40,149	*	44,149	*	46,149	*
Step 2	37,448	*	43,720	*	45,720	*
Step 1	35,905	*				

<b>Clinical Coders (37.5 hours)</b>						
	27-Feb-17		1-Apr-19		30-Mar-20	
Level / Step						
Step 5	61,005	M	64,744	M	66,614	M
Step 4	58,071	M	61,810	M	63,680	M
Step 3	55,484	M	59,224	M	61,093	M
Step 2	51,339	M	55,080	M	56,949	M
Step 1	45,107	M	48,846	M	50,716	M
<b>Clinical Coders (40 hours)</b>						
	27-Feb-17		1-Apr-19		30-Mar-20	
Level / Step						
Step 5	65,260	M	69,260	M	71,260	M
Step 4	62,121	M	66,121	M	68,121	M
Step 3	59,354	M	63,354	M	65,354	M
Step 2	54,921	M	58,921	M	60,921	M
Step 1	48,253	M	52,253	M	54,253	M
<b>Counties Manukau DHB: MED Team Secretaries (37.5 hours)</b>						
	27-Feb-17		1-Apr-19		30-Mar-20	
Level / Step						
Step 5	55,737	M	59,476	M	61,346	M
Step 4	54,274	M	58,013	M	59,883	M
Step 3	52,738	*	56,477	*	58,347	*
Step 2	51,199	*	54,938	*	56,808	*
Step 1	49,658	*	53,397	*	55,267	*
<b>Counties Manukau DHB: Interpreters (40 hours)</b>						
	27-Feb-17		1-Apr-19		30-Mar-20	
Level / Step						
Step 5	52,754	M	56,754	M	58,754	M
Step 4	50,049	*	54,049	*	56,049	*
Step 3	47,344	*	51,344	*	53,344	*
Step 2	45,993	*	49,993	*	51,993	*
Step 1	43,286	*	47,286	*	49,286	*

**Counties Manukau DHB: Information Specialist/ Librarians  
(37.5 hours)**

Level / Step	27-Feb-17		1-Apr-19		30-Mar-20	
Step 8	67,819	M	71,558	M	73,428	M
Step 7	65,583	M	69,322	M	71,192	M
Step 6	62,722	M	66,461	M	68,331	M
Step 5	60,801	M	64,540	M	66,410	M
Step 4	58,884	*	62,623	*	64,493	*
Step 3	56,965	*	60,704	*	62,574	*
Step 2	55,047	*	58,786	*	60,656	*
Step 1	53,129	*	56,868	*	58,738	*

**Counties Manukau DHB: Information Specialists/Librarians  
(40 hours)**

Level / Step	27-Feb-17		1-Apr-19		30-Mar-20	
Step 8	72,549	M	76,549	M	78,549	M
Step 7	70,157	M	74,157	M	76,157	M
Step 6	67,096	M	71,096	M	73,096	M
Step 5	65,041	M	69,041	M	71,041	M
Step 4	62,991	*	66,991	*	68,991	*
Step 3	60,938	*	64,938	*	66,938	*
Step 2	58,886	*	62,886	*	64,886	*
Step 1	56,834	*	60,834	*	62,834	*

**Payroll Officers (40 hours)**

Level / Step	27-Feb-17		1-Apr-19		30-Mar-20	
Step 11	65,792	M	69,792	M	71,792	M
Step 10	63,738	M	67,738	M	69,738	M
Step 9	61,678	M	65,678	M	67,678	M
Step 8	59,624	M	63,624	M	65,624	M
Step 7	58,062	*	62,062	*	64,062	*
Step 6	56,414	*	60,414	*	62,414	*
Step 5	54,768	*	58,768	*	60,768	*
Step 4	53,458	*	57,458	*	59,458	*
Step 3	51,471	*	55,471	*	57,471	*
Step 2	49,827	*	53,827	*	55,827	*
Step 1	48,178	*	52,178	*	54,178	*

## **General Conditions Relating To Salaries**

\* Indicates Automatic increment

M Indicates Merit – Access to Merit Steps (marked M) shall be by using the merit criteria in place prior to the commencement of the agreement or using criteria agreed during the term. Progression from the top automatic step into the merit band will be considered after 12 month's service at the top automatic progression step.

D Designated Position (Northland only)

The annual salary rates shown are for whole-time employees.

For part-time employees, the salary rates shall be reduced pro-rata in accordance with the hours worked.

Casual employees shall receive the normal hourly rate of pay, 8% of gross taxable earnings in lieu of annual leave, to be paid as a clearly separate amount each pay period

### **1.1 Commencing Salaries**

1.1.1 When setting the commencing grading/level this shall be done in terms of the appropriate salary criteria set out in this Agreement.

1.1.2 When setting the commencing salary for any new employee, the employer shall give credit for service which is relevant to the position to which the employee is being appointed, taking into account internal relativities for each employer. This clause is not intended to change the existing starting salary setting practice within that employer.

### **1.2 Salary Increments While on Study Leave**

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

### **1.3 Miscellaneous Conditions Relating to Salaries**

No deduction other than such as may be agreed upon between the employer and the employee shall be made from the wages of any employee except for time lost by the employee through sickness, accident or default.

Except by mutual agreement, salaries, including overtime, shall be paid not longer than fortnightly intervals and during working hours.

### **1.4 Satisfactory Performance**

1.4.1 Movement within the salary scales for steps marked as automatic annual increase shall be by automatic annual increment, subject to satisfactory performance which will be assumed to be the case unless the employee is otherwise advised. The individual will



be advised as soon as possible and the appropriate performance management process will be followed.

- 1.4.2 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.

## **1.5 Accelerated Progressions**

In exceptional circumstances the Manager may recommend the employee for accelerated progression. Increases of more than one incremental step may occur where the manager can demonstrate that an employee's performance or contribution to the organisation should be recognised in such a manner. Recommendations must comply with that employer's policy.

## **1.6 Annual Review Provisions – as per existing DHB policy**

- 1.6.1 Any employee party to this Agreement shall be entitled to a review of his/her salary no less frequently than 12 monthly. Any increase in salary arising from this review shall be effective from the review date or some other date by mutual agreement.
- 1.6.2 This annual salary review shall be carried out in accordance with the appropriate progression criteria set out in this section. The outcome of this review shall be conveyed to the employee in writing.
- 1.6.3 Should the employee or his/her Manager consider that the job content of any position has substantially changed, the position would be reviewed and any salary adjustment required would be made accordingly.
- 1.6.4 Should any employee be dissatisfied with the outcome of any review of salary carried out in terms of this clause, the employee may request that this decision be reviewed;
- Either*
- (a) If the dissatisfaction is in respect to the employee's salary relating to their individual performance the employee can request that the Managers' Manager review the decision. In presenting his/her request for review the employee shall be entitled to be accompanied by a support person/employee representative;
- Or*
- (b) If the dissatisfaction is due to the "grading" of the position or individual as set out in the progression criteria the Employee may request the Manager's Manager review the decision;
- (c) Staff requesting a review of their grade would do so under the joint PSA/NDHB COMPERS process (for NDHB only)
- And*
- (d) If still dissatisfied appeal the decision to a committee consisting of the General Manager Human Resources (or his / her nominee) and a nominee of the PSA Excluding NDHB

## **1.7 Merit Progression**

Waitemata District Health Board (WDHB), Auckland District Health Board (ADHB), and Counties Manukau Health (CMH) supports the development and implementation of criteria which provides clerical and administrative staff with an opportunity to progress through the merit salary scales in a structured, supported, flexible and achievable way.

Progression from the top automatic step in the salary scale to the first merit step, and to subsequent merit steps, is dependent on the achievement of mutually agreed Merit Objectives.

The procedure outlined in the “CMDHB/ADHB/WDHB/PSA Clerical and Administration Employees Merit Progression Guidelines” and the “NDHB/PSA Merit Progression Guidelines” will be followed. These Guidelines are available on each DHB’s intranet.

Managers and employees should familiarise themselves with the guidelines prior to undertaking the process.

If at any point of the Merit application process the guidelines are not followed either the manager or employee can escalate the application to the one up manager and/or relevant Human Resources representative, and/or PSA representative.

## **1.8 New roles**

The PSA shall be consulted regarding the allocation/designation of salary level for new roles that fall within the coverage of this agreement. For clarity new role means a substantially different role to any existing role already employed with a DHB.

# ATTESTATION

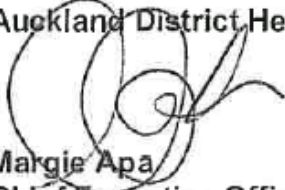
Dated this 17 day of April 2019

Signed:

**AUTHORISED Representative of the  
EMPLOYER PARTY**



**Ailsa Claire  
Chief Executive Officer  
Auckland District Health Board**



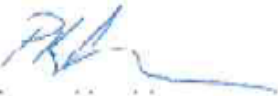
**Margie Apa  
Chief Executive Officer  
Counties Manukau District Health Board**



**Dale Bramley  
Chief Executive Officer  
Waitemata District Health Board**



**Nick Chamberlain  
Chief Executive Officer  
Northland District Health Board**



**Peter Huskinson  
General Manager  
Northern Regional Alliance**

**AUTHORISED Representatives of the  
UNION PARTY**



**Warwick Jones  
Public Service Association**

**Ian Gordon**

# SCHEDULES

## SCHEDULE ONE: Recognition of Service for Retiring Gratuities

### 1.0 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 CHEs 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, RHAs, CHEs, DHBs 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.

##### *Conditions for Payment*

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.

#### 1.2 WDHB

##### 1.2.1 For all employees engaged before 1 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 1 July 1992 and prior to 1 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 Waitemata Health Ltd/DHB shall be recognised.

##### 1.2.2 Conditions for Payment

- (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) Waitemata 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

### **1.3 CMDHB/NRA**

- 1.3.1 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).
- 1.3.2 "Service" Means The Aggregate Of:
- i Service with the employer (including any individual employee's 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.

#### **1.3.3 Conditions for Payment**

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.

### **1.4 NDHB**

- 1.4.1 Employees who have no less than 10 years' service with the employer may be paid a Retirement Gratuity within the scale given in.
- 1.4.2 The provisions of this clause will also apply where early retirement is taken by an employee as an alternative to redundancy.
- 1.4.3 The Retirement Gratuity may be paid to the estate of qualifying employees who died before retirement or who dies after retirement but before receiving a gratuity.

## **SCHEDULE TWO: Recognition of Service for Severance Pay**

### **2.0 Recognition of Service for Severance Pay**

The following applies to: WDHB, ADHB, CMDHB, and NRA

For the purposes of sub-clause 23.9 “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, Health Alliance and their predecessors shall be recognised.

### **RECOGNITION OF SERVICE FOR SEVERANCE PAY, NORTHLAND DHB**

- (a) For the purposes of sub-clause 23.9 recognised services shall be deemed to be the employee's period of continuous service with the employer.

## **SCHEDULE THREE: Shift Leave**

### **4.1 NDHB**

Additional Leave for shift workers:

- (a) Employees who are assigned to shift work are entitled to 40 hours (37.5 hours for code CT staff) paid leave in addition to their Annual Holiday entitlement.
- (b) The shift worker's Additional Leave entitlement, pro-rated for periods of less than a full year assignment to shift work, falls due at the same anniversary as an employee's Annual Holiday entitlement and may be taken in conjunction with or separate from Annual Holidays but cannot be accumulated.

### **4.2 ADHB, WDHB, CMDHB, NRA**

#### **4.2.1 Shift Work**

- (a) At CMDHB only "Shift Work" is defined as the same work performed by two or more workers or two or more successive sets or groups of workers working successive periods.  
Employees who are permanently employed on shift work shall be entitled to an extra week's holiday per year: provided that employees working more than one (1) month but less than twelve (12) months on shifts shall receive a pro rata proportion of the extra week's holiday.
- (b) At WDHB only "Shift Work Rosters" means two or more employees working over a span of hours any of which falls outside the hours of 6.00 am to 7.00 pm. Any employee who works on a shift work roster shall be entitled to additional leave per annum in accordance with the tables below.
- (c) Eligibility for this leave shall be determined by either qualification under (a) or (b) below:
  - i A qualifying shift shall be any shift which has any hours which fall outside of 6 am to 7 pm.
  - ii A shift shall be a minimum of 4 hours duration.
  - iii 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</b>	<b>Number Of Days Additional Leave Per Annum</b>
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:

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

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

<b>Shift Changes Each Year</b>	<b>Number of Days Additional Leave per Year</b>
40 + Changes And Over	5
32 – 39 Changes	4
24 – 31 Changes	3
16 – 23 Changes	2
8 – 15 Changes	1

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

<b>Number of Weeks In Leave Year Employed On Such Rosters</b>	<b>Number of Days Additional Leave Per Annum</b>
40+ Weeks And Over	5
32 – 39 Weeks	4
24 – 31 Weeks	3
16 – 23 Weeks	2
8 – 15 Weeks	1

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

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

#### **4.2.2 ADHB EXTRA LEAVE FOR SHIFT WORKERS**

At ADHB only “shift work” is defined as the same work performed by two or more workers or two or more successive sets or groups of workers working successive periods. Employees who are shift workers may be granted up to one (1) week - five (5) working days - additional annual leave on completion of twelve (12) months employment on shift work (or pro-rata according to proportion of the year on shift work) in accordance with the provision outlined below:

- (a) Any shift work performed during a period which is not overtime that meets any of the following criteria qualifies for additional leave.
- The shift work performed each day:
    - Extends over at least 13 continuous hours
    - Is performed by two or more workers working rostered shifts and
    - The shift involves at least two hours of work performed outside the hours of 0800 and 1700 hours
  - The shift work does not extend over at least 13 continuous hours each day but at least four (4) hours of the shift work are performed outside the hours of 0800 to 1700 hours.



- The shift work performed:
  - Is rostered and rotating
  - Extends over at least 15 continuous hours each day, and
  - Not less than 40% of the hours worked in the period covered by the roster cycle is outside the hours of 0800 to 1700.

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

4.2.3 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 one of the following criteria:

- Shift workers who work alternating shifts may qualify for additional leave according to the number of shift changes occurring during the year provided that employees who alternate on shifts which fall wholly between the hours of 0600 and 1800 will not qualify for extra leave.
- Where the roster requires the shift worker to change as frequently as every week or less frequently (e.g. every two weeks), the following pro-rata scale will apply:

<b>Shift Changes Each Year</b>	<b>Number of Days Additional Leave Per Annum</b>
40 Changes And Over	5
32 – 39 Changes	4
24 – 31 Changes	3
16 – 23 Changes	2
8 - 15 Changes	1

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

<b>Number of Weeks in Leave Year Employed On Such Rosters</b>	<b>Number of Days Additional Leave Per Annum</b>
40 Weeks And Over	5
32 – 39 Weeks	4
24 – 31 Weeks	3
16 – 23 Weeks	2
8 – 15 Weeks	1

- Provided that, where circumstances require sub clauses (d) and (c) shall be applied cumulatively but not concurrently in respect of a single leave year.

- 4.2.4 Shift workers who work ordinary hours of work which regularly commence up to three hours prior to 0600 hours or finish up to three hours later than 1800 hours may also be considered for additional leave. The amount of leave will have regard to the following pro-rate scale:

<b>Number of Weeks on “Early” or “Late” duties each year</b>	<b>Hours outside 0600 to 1800</b>	<b>Extra leave per annum</b>
40 or more weeks	2 hours up to 3 hours	5 days
	1 hour up to 2 hours	4 days
30 -39 weeks	2 hours up to 3 hours	4 days
	1 hour up to 2 ours	4 days
20 -29 weeks	2 hours up to 3 hours	3 days
	1 hour up to 2 hours	2 days
15 -19 weeks	2 hours up to 3 hours	2 days
	1 hour up to 2 hours	1 day

- 4.2.5 An employee who is regularly required to work ordinary fixed hours of work which commence after 1800 hours but are not part of a rostered shift system will not qualify for additional leave.

## **SCHEDULE FOUR: CMH specific clauses**

**These clauses apply to CMH only.**

### **Annual Update Day**

One day's education leave per annum will be provided for undertaking annual update requirements.

### **Uniforms and Protective Clothing**

Regular eye tests at the employers' expense shall be conducted for operators of Visual Display Units. This test shall occur before such work is undertaken and shall be repeated at intervals of six months. Where it is determined by a vision care practitioner appointed by the employer that the deterioration of the worker's eyesight is directly attributable to the worker's occupation, the employer shall meet the costs of the dispensing fees and the supply of the prescription spectacle lenses in standard frames.

### **Learning & Development Accrued Fund - PACT Accrued Fund**

Clerical /Administrative staff shall continue to have access to the Pact Accrued Fund. Application for this fund shall be made using the processes and forms attached as appendix one.

## **SCHEDULE FIVE: Northern Regional Alliance (NRA) Terms and Conditions**

Staff employed by predecessors of NRA i.e. NoRTH (ARRMOS) prior to 19 December 2008 will be covered by any DHB specific variation of terms and conditions which apply at the location of their office. From that date all new staff will have the terms and conditions which apply to DHB employees at CMDHB.

## **SCHEDULE SIX: FLEXTIME HOURS OF WORK**

### **3.0 Administrative Workers Flexitime Hours of Work**

The flexible limits set out below may be varied by way of the variations clause in this contract on a workplace by workplace basis.

#### *Flexitime for 37.5 hour workers*

The employer may agree to full time employees working flexitime arrangement. These hours shall be worked within the following limits (for 37.5 hour per week workers):

##### **(a) Monday to Friday Ordinary Full-Time Hours of Work:**

- i Workers shall work between 30 and 45 hours per week Monday to Friday.
- ii The starting and finishing times shall be flexible, but no employee shall begin before 6.00 am or finish later than 8.00 p.m.
- iii The maximum length of any one duty shall be 9 hours and the minimum shall be 6 hours per day. Hours worked in excess of, or less than 37.5 per week shall accrue into a credit/debit flexible balance. This balance will increase or reduce by hours worked above or below 37.5 per week, each week.
- iv Each employee shall be able to, build up to a maximum of 20 hours credit flexible balance, or to reduce their debit flexible balance to no more than 20 hours.
- v Overtime shall be paid at the rate set out in Clause 5.11 when the daily ordinary hours of work exceed the rostered duty or 9 hours per day, whichever is the lesser, or at any time where any employee exceeds 20 hours in credit flexible balance.
- vi Any hours of work paid at overtime rates shall not affect the credit/debit balance.
- vii Workers will be able to take up to 40 hours off work at a time by agreement, provided that their credit/debit flexible balance does not exceed 20 hours debit after the time is taken.
- viii Hours of work patterns shall be determined between the directly affected employees, the employer. The hours of work shall be designed to fit the needs of the Organisation. Individual needs will also be taken into account and accommodated as far as possible around the Organisation's needs.
- ix The flexible limits set out above may be varied by way of the variations Clause in this CA on a workplace by workplace basis.
- x The above flexible arrangements do not apply to part-time employees.
- xi For Waitemata District Health Board and healthAlliance only: When an employee's employment is terminated, the debit/credit flexible balance will be added or deducted from the final pay

#### *Flexitime for 40 hour works*

##### **(b) Monday to Friday Ordinary Full-Time Hours of Work:**

- i Workers shall work between 32 and 48 hours per week Monday to Friday.
- ii The starting and finishing times shall be flexible, but no employee shall begin before 7.00 am or finish later than 6.00 p.m.
- iii The maximum length of any one duty shall be 9.5 hours and the minimum shall be 6.5 hours per day.

- iv Hours worked in excess of, or less than 40 per week shall accrue into a credit/debit flexible balance. This balance will increase or reduce by hours worked above or below 40 per week, each week.
- v Each employee shall be able to, build up to a maximum of 20 hours credit flexible balance, or to reduce their debit flexible balance to no more than 20 hours.
- vi Overtime shall be paid at the rate set out in Clause 5.12 when the daily ordinary hours of work exceed the rostered duty or 9.5 hours per day, whichever is the lesser, or at any time where any employee exceeds 20 hours in credit flexible balance.
- vii Any hours of work paid at overtime rates shall not affect the credit/debit balance.
- viii Workers will be able to take up to 40 hours off work at a time by agreement, provided that their credit/debit flexible balance does not exceed 20 hours debit after the time is taken.
- ix Hours of work patterns shall be determined between the directly affected employees, the employer. The hours of work shall be designed to fit the needs of the Organisation. Individual needs will also be taken into account and accommodated as far as possible around the Organisation's needs.
- x The flexible limits set out above may be varied by way of the variations Clause in this CA on a workplace by workplace basis.
- xi The above flexible arrangements do not apply to part-time employees.

For Waitemata District Health Board only: When an employee's employment is terminated, the debit/credit flexible balance will be added or deducted from the final pay

## APPENDICES

# APPENDIX 1: 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).**



## **APPENDIX 2: 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 Health Sector Relationship Agreement (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 Bipartite Relationship Framework (BRF) seeks to:**

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

### **The principles of the relationship framework**

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

The parties agree that they will:

- To the extent they are capable, provide appropriate health care to the communities they serve in an efficient and effective manner.
- To the extent they are capable; ensure the availability and retention of an appropriate trained and educated workforce both now, and in the future.
- Promote the provision of a safe, healthy and supportive work environment where the recommendations of the "Safe Staffing and Healthy Workplaces Committee of Inquiry" are evident.
- Recognise the environmental and fiscal pressures which impinge upon the parties and work practices and accept the need to constantly review and improve on productivity, cost effectiveness and the sustainable delivery of high quality health services.
- Commit to making decisions that will be reached through genuine consultation processes

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

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

Bipartite Action Group (BAG)

These structures substitute any existing comparable bi-partite structures.

### *National Bipartite Action Group (National BAG)*

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

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

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

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

### *Local BAGs*

Where they do not already exist, a BAG will be established in each DHB. The local BAG will provide a forum for workers and their union to engage in discussions and decision making on matters of common relevance. This will not prevent unions discussing individual issues with the DHB directly. But where the issue/s have relevance to more than one union all relevant parties should have the opportunity to be present and be part of the decision making process. Issues discussed at local level should be focussed on improving productivity and efficiency of the DHB and instigating local change that will benefit the parties in the effective running of the DHB and wellbeing of employees.

## **2) Healthy workplaces**

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

## **3) Change Management:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## APPENDIX 3: HEALTHY WORKPLACE AGREEMENTS

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
  - 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

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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.

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.

## **APPENDIX 4: JOINT CONSULTATIVE COMMITTEES**

### **Local DHB Clerical and Administrative Joint Consultative Committee (“JCC”)**

#### **PURPOSE**

The purpose of the local DHB JCC is to support engagement and cooperation between the parties and to give clerical and administration employees a voice within the DHB. The JCC is an opportunity to engage in dialogue on items of mutual interest and to consider new issues and sustainable solutions as they arise.

#### **STRUCTURE**

- The DHB will be represented by a GM, a Service Manager and an HR/ER representative.
- The PSA representatives shall be a PSA Organiser and PSA Delegates.

Business will be conducted in accordance with the terms of reference agreed by the JCC.

#### **PRINCIPLES**

The principles to which the JCC will operate are:

- Shared responsibility
- Solution focused
- Sharing information and having honest discussions
- Being respectful of other people’s views and professional in approach.

#### **FREQUENCY**

At least three meetings will be held within each calendar year.

#### **AGENDA**

Each JCC will determine its own agenda. It was agreed at bargaining that the following would be included.

##### **Workload Issues**

The JCC may develop or consider proposals/projects for the improvement of workforce practices and planning involving clerical and administration staff. Where appropriate and agreed these initiatives may be trialled to evaluate the benefits that may arise from adoption of the proposal.

##### **Merit Training Plans**

The JCC will be responsible for implementing and monitoring training on the application of merit progression processes at their DHB.

It is intended that:

- Merit training will be available to all Clerical and Administrative staff, their managers and PSA Clerical delegates

- The JCC will identify and agree who will provide the training and the mode of delivery e.g. via Moodle
- Merit Progression Criteria and associated documentation will be available on DHBs' intranet sites







## **Acknowledgements:**

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strive to provide excellent comprehensive services in the DHBs.

The Kowhaiwhai design, gifted to the Auckland District Health  
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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  
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