



Hauora
Hokianga

Hokianga
Health

**HOKIANGA HEALTH ENTERPRISE TRUST
COLLECTIVE EMPLOYMENT AGREEMENT**

1 September 2019 to 31 August 2022

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1 COVERAGE CLAUSE

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

BETWEEN the Chief Executive Officer of the Hokianga Health Enterprise Trust (herein referred to as the “employer”).

AND The New Zealand Nurses’ Organisation

AND The New Zealand Public Service Association

AND E tu Incorporated.

The coverage of this agreement will include Registered Nurses and Midwives, Enrolled Nurses and Obstetric Nurses, Hospital Aides, Health Care Assistants, Community Health Nurses, Clerical Workers, Hospital Services Team, Mental Health Community Support Workers, Kaimanaaki Tangata, Home Support Workers and Property Maintenance Workers who are members of one of the unions who are party to this agreement.

Coverage does not include Doctors, Managers (reporting directly to the CEO), Radiographers, those engaged on specific fixed term project work, and health promotion workers.

The provisions of this collective employment agreement shall render null and void the previous collective employment contract.

II DEFINITIONS

Employer for the purposes of this agreement means the Chief Executive Officer of the Hokianga Health Enterprise Trust.

Trust means the Hokianga Health Enterprise Trust as established under the Charitable Trust Act 1957.

Staff Delegate means an employee duly recognised as spokesperson by a group of employees.

Employee Representative means the organisation/group or person who has established authority to represent the employee parties to this agreement.

Whole time employee means an employee who works not less than the "ordinary" or "normal" hours set out under "hours of work" in this agreement.

Part-time employee means an employee, other than a casual employee, who works on a regular basis but less than the ordinary or normal hours prescribed in this agreement.

Casual Employee means an employee who has no set hours or days of work and who is normally asked to work as and when required.

Substantially means engaged at a particular job for more than 50 per cent of the time during any one week.

Duty means a period of service required to be given by an employee during any one period of 24 hours.

Week in the case of day employees shall mean the seven days computed from midnight to midnight covered by the pay week of the employer.

Normal hourly rate of pay - the normal hourly rate shall be one two thousand and eighty sixth part, correct to three decimal places of a dollar, of the yearly rate of salary payable.

Living Wage for 2019 is calculated as \$21.15. No salary in the Hokianga Health collective agreement will be below this rate in 2019.

Hospital Aide or Health Care Assistant means an employee not otherwise defined, who is an auxiliary to the nursing team, employed under the nursing budget, who is able to perform tasks as specified relating to patients' care, working under the direction and supervision of a registered nurse who is accountable for that care.

Hospital Services Worker is employed to undertake a range of duties as required, including cooking, preparation and serving of food, cleaning, linen and stores duties and patient transportation. In addition, tasks will be assigned in clinical areas relating to patient care working under the direction and supervision of a registered nurse who is accountable for that care.

Nursing scopes of practice are prescribed by the Nursing Council of New Zealand as required by the Health Practitioners Competency Act 2003.

Clerical Officers are principally engaged in clerical duties, including reception work, appointment handling, data entry, coding and claiming, customer service, correspondence, reporting and assistance to clinical and other support staff.

1. HOURS OF WORK

1.1 Nurses and Midwives

- 1.1.1** (a) The ordinary working hours of a nurse, shall be 40 in each week, worked on not more than five days and shall not exceed eight hours in any one duty. A day duty shall consist of one continuous shift of eight hours and shall be worked between the hours of 0700hours and 2330hours. A night duty shall consist of one continuous shift of not more than eight hours and shall commence not earlier than 2200hours and not later than 2330hours in the evening.
- (b) The working week shall always start and end at midnight Sunday/Monday. When a major part of a shift falls on a particular day, the whole shift shall be regarded as being worked on that day.
- (c) Rosters will be notified to those involved not less than 14 days prior to the commencement of the roster, provided that less notice may be given in exceptional circumstances.

Except in an emergency, no nurse shall work more than seven consecutive duties at any one time.

- 1.1.2** (a) Every nurse shall have two periods of at least 24 hours off duty each week, and except in the case of emergencies, these shall be consecutive. These off-duty periods may fall separately no more than once every four weeks at the request of the employee or to facilitate rostering.
- (b) Wherever possible, employees changing on consecutive days from one period of duty/shift to another in the duty roster shall be rostered a minimum off duty break of 12 consecutive hours, **except** that this need not be in addition to any off duty period of 24 hours or more as referred to in (a) above. At the request of the employee and with the consent of the management the employee may reduce the break to not less than nine hours. In emergency situations the minimum off duty break of 12 consecutive hours shall not operate, but in any case, the off-duty break shall not be less than nine hours.
- (c) Where a break of less than nine hours occurs, the provisions in subclause 4.2.3 shall apply.
- (d) Notwithstanding the foregoing conditions staff may be permitted to change shifts one with another by mutual arrangement and with the prior approval of the supervisor provided such change does not involve the payment of additional overtime or other penalties. This approval will not be unreasonably withheld.
- (e) Where the employer requires employees to attend classes of instruction or examinations as part of their education the time so occupied shall be deemed to form part of their hours of work.

1.1.3 Notwithstanding the provisions of subclauses 1.1.1. and 1.1.2 of this clause, the employer may require a nurse to work at times and for periods other than those prescribed

in those subclauses, but in no case shall a nurse employed wholetime be rostered to work less than 40 hours of duty in any week.

1.1.4 Notwithstanding the provisions of subclauses 1.1.1 to 1.1.3 above, the employer may implement an alternative roster pattern, the terms and conditions of which shall be agreed in writing between the employer and the employees affected and their employee representatives providing that:

- (a) The alteration to hours of work does not have an effect on other employees that has not been agreed to by those employees.
- (b) Alternative roster plans will operate for a period agreed between the employer and the employees affected after which time they will be evaluated and with the approval of the employer the employees affected and the employees' representatives, may continue in operation.

1.2 Community Health Nurses

1.2.1 The ordinary hours of a Community Health Nurse shall be 40 hours per week worked between 0800hours. and 1700hours. daily, Monday to Friday inclusive, with not more than one hour for lunch each day, as directed by the employer.

1.2.2 Hours of work shall include changing time where staff are required to wear protective clothing. Employees should, wherever possible, be granted the opportunity of working flexible working hours and an employee who works such hours shall, if so required, record one or more of the following:

- (a) commencing and finishing times each day;
- (b) number of hours worked (either daily hours with final total, or cumulatively);
- (c) credit hours or debit hours accumulated each day (including flexible lunch break credit or debit);
- (d) particulars of daily absences, e.g. sick leave, annual leave, leave without pay etc.

Provided that an employee covered by (a) above may be required temporarily to start and/or finish ordinary hours of work outside the hours specified above.

Provided further that subject to such conditions as the employer prescribes, all ordinary hours of work outside those specified above shall be paid for in accordance with the rates prescribed in subclause 4.2.1.

Provided that, subject to subclause 4.2.3 hereto, an employee shall, wherever practicable, be allowed a minimum break of nine consecutive hours between spells of ordinary hours of duty.

Provided that the hours of work may be reduced by the employer for any employee, at her/his request, on such conditions as may be approved.

Provided that employees working full time may be permitted to work reduced hours for up to 12 months where there are special circumstances. A further period of 12 months may be approved by the employer after the arrangements have been tested in practice.

1.3 Clerical and Other Officers

The ordinary working hours of a clerical worker employed whole time, shall be 40 in each week, worked on Monday to Friday inclusive, but not more than eight hours each day with an interval of not more than one hour for lunch.

1.4 Hospital Services Team, Hospital Aides and Health Care Assistants

1.4.1 The ordinary hours of work shall not exceed 40 in any one week without payment of overtime, and shall be made up of five shifts, not exceeding eight hours each without payment of overtime. Shifts may be worked as required by the employer: Provided that a straight shift is where the day's work is interrupted only by one or more meal periods, which shall not exceed a total of one hour. Employees employed on night shifts shall work a straight shift of eight hours from starting to finishing time, inclusive of one half-hour interval for a meal.

1.4.2 Broken shifts may be worked but must be completed within 12 hours, computed from starting to finishing time including meal hours.

1.4.3 A timetable setting out the correct working hours of each employee shall be affixed and maintained **one week** in advance in some conspicuous place in each department and shall be accessible to the employee employed therein and to the accredited employee representative.

Rosters once posted shall not be changed without prior consultation with the employee/s concerned.

1.5 Weekly Holidays

- (a) Two days holiday within each week shall be allowed to each employee covered by this agreement, and any worker who is required to work on one or both of her/his weekly holidays shall be paid overtime rates in accordance with subclause 4.3 of this agreement whilst so employed.
- (b) Change of holidays - Before any change is made to the weekly holiday of an employee the employer shall so far as practicable consider the wishes of the employee. The employer shall give seven days notice in writing to each employee of any change in the respective days fixed for her/his weekly holidays, otherwise the holidays shall be deemed not to have been given.

1.6 Minimum break between spells of duty

1.6.1 A break of at least nine continuous hours must be provided wherever possible between any two periods of duty of a full shift or more.

1.6.2 Periods of a full shift or more shall include:

Periods of normal rostered work; or
Periods of overtime that are continuous with a period of normal rostered work; or
Full shifts of overtime/call-back duty.

1.6.3 This requirement to provide a break wherever possible applies whether or not any additional penalty payment will apply under the provisions of subclause 4.2.

1.6.4 If a call-back of less than a full shift is worked between two periods of duty of a full shift or more a break of nine continuous hours must be provided either before or after the call back. If such a break has been provided before the call back it does not have to be provided afterwards as well.

2. MEAL PERIODS AND REST BREAKS

2.1 Except when required for urgent or emergency work and except as provided in subclause 2.2 below, no employee shall be required to work for more than five hours continuously without being allowed a meal break of not less than half an hour.

2.2 An employee unable to be relieved from work for a meal break shall be allowed to have a meal on duty and this period shall be regarded as working time.

2.3 Except where provided for in subclause 2.2 above an employee unable to take a meal after five hours' duty shall be paid at time-half rate in addition to normal salary from the expiry of five hours until the time when a meal can be taken.

2.4 Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, where these occur during duty, shall be allowed as time worked.

2.5 During the meal break or rest breaks prescribed above, free tea, coffee, milk and sugar shall be supplied by the Trust.

3. MEAL ALLOWANCE

An employee who works a duty of 8 hours or more and who is required to work more than 1 hour beyond the end of the duty (excluding any break for a meal) shall be paid a meal allowance of \$7.50 or, at the discretion of the employer, after discussion with the employee, be provided with a meal.

4. OVERTIME AND PENAL RATES

4.1.1 Overtime

Overtime is time worked in excess of eight hours a day, or 40 hours a week when such work has been properly authorised. Subject to clause 4.5 below, overtime rates shall apply to such time worked.

Notwithstanding the subclause above, the definition of overtime may be varied by agreement between the employer the employees affected and their representatives to allow for alternative working hours; or alternative roster patterns developed under subclause 2.1.4 of this Agreement.

4.1.2 Penal time

Penal time is time (other than overtime) worked between the hours identified in subclause 4.4 but subject to the provisions of subclause 4.5.

4.2 Conditions (Call Back)

4.2.1 An employee shall be paid for a minimum of two hours, or for actual working and travelling time, whichever is the greater, at the appropriate overtime rate (as in clause 4.3), when the employee:

(a) is called back to work after:

- completing the day's work or shift; and
- having left the place of employment; or

(b) is called back before the normal time of starting work, and does not continue working until such normal starting time; except that:

- call backs commencing and finishing within the minimum period covered by
- an earlier call back shall not be paid for
- where a call back commences before and continues beyond the end of a minimum period for a previous call back, payment shall be made as if the employee had worked continuously from the beginning of the previous call back to the end of the later call back.

4.2.2 Payment for associated travel for callout will be paid at 50c per kilometre.

4.2.3 Minimum break between spells of duty

If a break of at least nine continuous hours cannot be provided between periods of qualifying duty, the duty is to be regarded as continuous until a break of at least nine continuous hours is taken and it shall be paid at overtime rates, with proper regard to the time at which it occurs and the amount of overtime which precedes it. This provision does not apply where the employees agree between themselves to change shifts after the roster is set to suit their own arrangements.

4.2.4 The penalty payment provisions of this Clause will not apply in any case where the result would be to give an employee a lesser payment than would otherwise have been received.

4.2.5 Time spent off duty during ordinary hours solely to obtain a nine hour break shall be paid at ordinary time rates. Any absence after the ninth continuous hour of such a break, if it occurs in ordinary time, shall be treated as a normal absence from duty.

4.2.6 If an employee is absent for any day, days or part of a day on account of annual, sick or other leave, either with or without pay, the qualifying period for the payment of overtime shall be reduced by the employee's ordinary or rostered hours of duty (not exceeding eight per day) for such absences.

4.2.7 Time off in lieu of overtime

An employee who works authorised overtime may as an alternative to payment choose to take time off equivalent to the extra time worked, at the convenience of the employer provided that:

- (a) Prior management approval is obtained to take time off equivalent to the extra time worked as an alternative to payment; and
- (b) The extra time worked, and equivalent time taken off is accurately recorded and individually authorised on an employee's time sheet.
- (c) Time in lieu may be accumulated to a maximum of three days and must then be taken within three months of reaching the three day cap. Time in lieu must be authorised in advance.

4.2.8 Except that: Minimum break between spells of duty

The appropriate special rate of pay for ordinary hours worked on a public holiday when no nine hour break has been taken shall be as specified in subclause 4.4.1 (b) hereto.

4.3 Overtime Rates

Subject to clause 4.5 below, overtime shall be paid at the following rates:

- (a) In respect of overtime worked on any day (other than a public holiday) at one and one-half times the normal hourly rate of pay (T1 1/2)
Except that employees working overtime between 2200hours and 0600hours shall be paid at the rate of double the normal hourly rate of pay (T2).
- (b) In respect of overtime worked on a public holiday, at double the normal hourly rate of pay (T2).

4.4 Shift Allowances and Penal Rates

4.4.1 Shift Allowances

- (a) Shift allowances will be paid to an employee for normal hours of duty worked between the following hours at the listed rate in addition to the normal salary:

Hours	Hourly Rates
Afternoon shifts Monday-Friday 2100hours to end of shift	\$2.88
Night shifts	half hourly rate

- (b) The minimum payment for night and afternoon shift payments shall not be less than payment for two hours.

- (c) Night and afternoon shift allowances are not to be paid when overtime is being worked.

4.4.2 Penal Rates

Subject to subclause 4.5 below, penal time shall be paid at the following rates in addition to normal salary, for time worked:

- (a) Saturday am shift and pm shift (0700-1530 and 1500-2330) at \$6.93 per hour.
- (b) Sunday am shift and pm shift (0700-1530 and 1500-2330) at \$13.86 per hour.

4.4.3 Public Holiday Penal Rates

For public holidays, payment will be made in accordance with clause 12.

4.5 Limits on payments for Overtime and Penal time

Overtime and penal time shall not be paid in respect of the same hours. When overtime is worked between the hours identified in subclause 4.4 Penal Rates, payment shall be made at the higher rate.

5. ON CALL

This on call provision does not apply to Hospital Domestics.

5.1 Midwives on call

Where midwives participate in an on-call roster during normal off duty hours, the following allowance shall be paid:

Annual rate for each employee	1 July 2018
One available employee	3,953
Two available employees	3,157
Three available employees	2,371
Four or more available employees	1,593

The on-call allowance payable to employees in accordance with this paragraph shall continue during periods of annual leave, and during other periods of leave not exceeding seven days at any one time and shall be paid fortnightly on a pro-rata basis.

5.2 Nurses on call

Where nurses are required to be on call they shall be paid \$8.00 per hour while on call, and \$10 an hour for on call during public holidays

5.3 Payment of an on call allowance under this clause shall not be taken into account in determining maximum total earnings under subclause 4.5.

Provided that except in emergencies no employee shall be required to remain on call for more than 40% of the employee's off duty time in any two-weekly period.

5.4 Where practicable, an employee who is instructed to be on call and report to duty within 30 minutes, shall have access to an appropriate locator.

6. REMUNERATION AND SPECIFIC ALLOWANCES

6.1 Operation of Salary Scales

6.1.1 Part-time Employees

Part-time employees shall be treated the same as full-time employees for the purpose of this Clause, with salary calculated on a pro rata basis.

6.1.2 Appointment

On appointment, the employer shall place employees on any salary within the relevant grade, taking into account the following factors:

- (a) previous paid work or other relevant experience
- (b) relevant educational or other qualifications
- (c) the ease or difficulty in recruiting the specific skills and/or experience required for the position
- (d) job content and complexity

On scales which are subject to PDRP allowances where relevant to the role in accordance with clause 6.2.1 below, placement on appointment shall be at the level corresponding to the number of years of experience.

6.1.3 Progression

Except where otherwise specified, progression to and including steps marked with a "*" shall be by automatic annual increment. For clarification all steps after an * are merit steps

6.1.4 Salary Increments While on Study Leave

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

6.2 Nurses and Midwives

6.2.1 Professional Development and Recognition Programmes

A Registered Nurse, Community Health Nurse, Enrolled Nurse or Midwife (relevant path for midwives is QLP) who reaches the following levels will receive a pro-rate allowance as long as he/she maintains that level of practice. All levels of practice allowances shall be added to the base rate of pay and be payable on all hours worked, including overtime. The rates of these allowances are as follows:

RN/MW Expert	\$4,500 per annum
RN/MW Proficient	\$3,000 per annum
EN Accomplished	\$4,500 per annum
EN Proficient	\$3,000 per annum

6.2.3 Salaries

6.2.3.1 Registered Nurses and Community Health Nurses

Step	01/07/2018	01/09/2019	01/09/2020	01/09/2021
6	72,297	76,635	78,168	80,513
5	68,093	72,179	73,662	75,831
4	61,283	64,960	66,259	68,247
3	58,004	61,484	62,714	64,595
2	54,600	57,876	59,034	60,805
1	50,438	53,464	54,534	56,170

In addition:

Allowances to be available to registered nurses at all steps, to recognise relevant study:

- Masters Degree in relevant area - \$5,000 per annum
- Tamariki Ora - \$4,000 per annum

The maximum payment under this clause is \$5,000

6.2.3.2 Midwives

Step	01/07/2018							
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
2	78,180	37.478						
1	74,397	35.665						

6.2.3.3 Enrolled Nurses

Step	01/07/2018		01/09/2019		01/09/2020		01/09/2021	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
4	51,700	24.784	56,870	27.263	58,007	27.808	59,748	28.642
3	47,917	22.971	52,709	25.268	53,763	25.773	55,376	26.546
2	45,395	21.762	49,935	23.938	50,933	24.417	52,461	25.149
1	44,134	21.157	48,547	23.273	49,518	23.738	51,004	24.451

6.3 Health Care Assistants, Carers and Aides, Home Support Carers, Mental Health Community Support Workers and Kaimanaaki Tangata

6.3.1 Qualifications and Service

Staff with up to 12 years continuous service by 1 July 2017

The following pay scale applies to health care assistants, carers and hospital aides, home support carers, mental health community support workers and Kaimanaaki Tangata who were already employed on 30 June 2017:

Service or Qualification	Step	01/09/2019		01/09/2020		01/09/2021	
		Annual	Hourly	Annual	Hourly	Annual	Hourly
12+ years or Level 4	4	53,193	25.50	54,236	26.00	56,322	27.00
8 > 12 years or Level 3	3	47,978	23.00	49,021	23.50	52,150	25.00
3 > 8 years or Level 2	2	44,849	21.50	45,892	22.00	47,978	23.00
0 > 3 years or Level 0	1	44,119	21.15	44,849	21.50	44,849	21.50

Health care assistants, carers and hospital aides, home support carers, mental health community support workers:

- Step 1 less than 3 years service and no relevant NZQA certification
- Step 2 3 to 8 years service **OR** a relevant Level 2 NZQA certification
- Step 3 8 to 12 years service **OR** a relevant Level 3 NZQA certification
- Step 4 12 years or more service already achieved at 01/07/2017
OR a relevant Level 4 NZQA certification

Mental Health Community Support Worker

Step 3 is attainment of Mental Health Addictions Level 3 certificate, or acceptable equivalent

Kaimanaaki Tangata

Step 3 is the Level 3 Diploma in Health Promotion, or acceptable equivalent

Step 4 is the attainment of Health and Wellbeing Level 4, or acceptable equivalent

Staff with less than 12 years continuous service by 1 July 2017

The following pay scale applies to health care assistants, carers and hospital aides, home support carers, mental health community support workers and Kaimanaaki Tangata who were already employed on 30 June 2017 but had not yet achieved 12 years continuous service and do not achieve an acceptable Level 4 qualification:

Service	Step	01/09/2019		01/09/2020		01/09/2021	
		Annual	Hourly	Annual	Hourly	Annual	Hourly
12+ years	4	51,107	24.50	52,150	25.00	54,236	26.00

Staff recruited on or after 1 July 2017:

- i) must follow a qualification route to progress through Levels 2 and 3 to 4

- ii) must hold, or achieve within fifteen months of employment, the recognised Level 3 qualification for their area of work.

For example: National Certificate in Caring for the Older person, or such qualification as supersedes this in the National Health and Disability Services Standards.

Alternative qualifications that are recognised by NZQA as equivalent to a qualification shown above will be considered on a case by case basis, and in reference to the current Careerforce: Qualification Equivalencies for Pay Equity Purposes.

6.3.2 Additional Allowances

Health Care Assistants in the hospital will receive an allowance equivalent to \$1500 per annum (pro-rata) on top of these salaries (paid in the hourly rate)

6.3.3 Living Wage

The Living Wage for 2019 is calculated as **\$21.15**. No salary in the Hokianga Health collective agreement will be below this rate in 2019. The intention of Hokianga Health is to remain committed to the principle of the Living Wage. Its ability to apply this intent in future years is dependent upon its funding

6.4 Hospital Services Team

Step	01/07/2018		01/09/2019		01/09/2020		01/09/2021	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
4			52,000	24.928	53,040	25.427	54,631	26.189
3			47,500	22.771	48,450	23.226	49,904	23.923
2			46,000	22.052	46,920	22.492	48,328	23.168
1	41,235	19.77	44,500	21.333	45,390	21.759	46,752	22.412

These pay rates incorporate the infectious materials allowance of \$5 per day which acknowledges that these workers deal with infectious materials on a daily basis as part of their job.

Step 3 with attainment of agreed relevant Level 2 NZQA qualification

Step 4 Senior Cleaner or First Cook

Hospital services workers employed before 1 September 2019, and who have at least five years' experience in the job, may be placed on Step 3 with the agreement of the manager, on the proviso that an appropriate qualification is achieved within 12 months. Should qualification not be achieved within the 12 months, the employee will revert to Step 2 of the salary scale.

6.4.1 Broken Shift

Employees employed on broken shifts shall be paid an additional \$5.00 per day.

6.5 Clerical and Other Officers

Level	Step	01/07/2018		01/09/2019		01/09/2020		01/09/2021	
		Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
Clerical3	3	53,172	25.490	55,831	26.764	56,947	27.300	58,656	28.119
	2	51,544	24.709	54,121	25.945	55,204	26.464	56,860	27.258
	1	49,916	23.929	52,412	25.126	53,460	25.628	55,064	26.397
Clerical2	2	48,831	23.409	51,273	24.597	52,298	25.071	53,867	25.823
	1	47,203	22.628	49,563	23.760	50,554	24.235	52,071	24.962
Clerical1	2	45,576	21.849	47,855	22.941	48,812	23.400	50,276	24.102
	1	43,405	20.808	45,575	21.848	46,487	22.285	47,881	22.954

6.5.1 Levels

Level 1 Clerical workers operate within generally defined instructions, regulations or standards.

Level 2 Clerical workers undertake these duties, but in the opinion of the employer have duties of a greater complexity and involving greater responsibility. This could include some supervision of level 1 clerks and decision-making responsibility.

Level 3 Clerical workers, in the opinion of the employer have duties including supervision of level 2 workers, and/ or responsibility for exercising greater discretion and decision-making than that required of a Level 2 clerk.

6.5.2 Part-time Employees

Part-time employees shall be treated the same as full-time employees for the purpose of this Clause, with salary calculated on a pro rata basis.

6.5.3 Appointment

On appointment, the employer shall place employees on any salary within the relevant grade, taking into account the following factors:

- (a) previous paid work or other relevant experience
- (b) relevant educational or other qualifications
- (c) the ease or difficulty in recruiting the specific skills and/or experience required for the position
- (d) job content and complexity

6.5.4 Progression

6.5.4.1 Where a salary scale is divided into levels, progression to the next step within the first level will be by automatic increment, except where it is specified that a qualification is required.

6.5.4.2 Ongoing progression above the first level will be achieved following an appropriate performance appraisal, or by achieving a relevant qualification.

6.5.5 Movement within and between grades and/or steps

At annual performance appraisal time (TDT) an employee's salary shall be reviewed to determine if it is in accordance with the appropriate step within the level of a scale.

The review will take into account:

- (a) job content and complexity; and responsibility
- (b) the employee's relevant skills and qualifications
- (c) the employee's achievement in the job as measured against the goals of the position as agreed at the previous TDT or as otherwise specified in writing;
- (d) the employee's contribution to the achievement of the stated aims of the organisation and
- (e) progression from one level to another, and for steps within a level above level 1, shall be considered after 12 months on the maximum step or by appointment to an established position which has increased levels of skill and responsibilities

6.5.6 Annual performance appraisal for salary purposes

6.5.6.1 The employer shall, in so determining a salary to be paid to an employee above, conduct a salary-related performance appraisal at least once per year.

6.5.6.2 In the event of the employee being on leave when a salary-related performance appraisal is due, or if a salary-related performance appraisal is delayed for any other reason, any salary increase arising from that salary related performance appraisal will be appropriately back dated.

6.5.7 Review of Decision Determined

6.5.7.1 An employee may request a review of the salary determined each year.

6.5.7.2 Requests for review shall be forwarded in writing to the employer within 14 days of the date on which they were notified of the decision.

6.5.7.3 The employer shall where practicable review the original decision and respond within 28 days.

6.5.8 Recognition of Previous Experience for Salary Purposes

6.5.8.1 Where an employee has had previous specific experience or other relevant work and life experience the employer may credit this service.

6.5.8.2 When an employee has undertaken study for another relevant qualification, the period of training may be recognised.

6.6 Maintenance Workers

Step	01/07/2018	
	Annual	Hourly
2	42,927	20.579
1	40,848	19.582

Current	
Annual	Hourly
44,119	21.15

6.6.1 Living Wage

The Living Wage for 2019 is calculated as **\$21.15**. No salary in the Hokianga Health collective agreement will be below this rate in 2019. The intention of Hokianga Health is to remain committed to the principle of the Living Wage. Its ability to apply this intent in future years is dependent upon funding

7. HIGHER DUTIES ALLOWANCE

Where a registered nurse, in the absence of the Hospital Services Manager or Community Health Services Manager, is asked to take overall responsibility for the running of the ward/A&E Urgent Care/Hospital services Team, or for community services, over and above the normal shift responsibility, including staff supervision and rostering arrangements, then an allowance of \$22 per day will be paid for this undertaking.

8. REFUND OF ANNUAL PRACTISING CERTIFICATE

8.1 Where an employee is required by law to hold an annual practising certificate, the cost of the certificate shall be refunded to the employee provided that:

- (a) It must be a statutory requirement that a current certificate be held for the performance of duties, and
- (b) The employee must be engaged in duties for which the holding of a certificate is a requirement, and
- (c) The employee must be a member of the particular occupational class to which the requirement applies.

8.2 Where a registered nurse is required to maintain a portfolio, the approved portfolio will be provided by the employer.

9. PROTECTIVE CLOTHING, UNIFORMS AND RELATED ALLOWANCES

9.1.1. Where the employer requires an employee to wear a specified uniform, or where the nature of the work requires the wearing of protective or work clothing, sufficient sets of the specified uniforms, protective or work clothing will be supplied to each employee at the employers expense.

9.1.2 Where an employee is required to work outdoors in adverse weather conditions, clothing suitable for such work will be supplied and maintained by the employer.

9.1.3 All items of uniform clothing supplied by the employer shall be laundered or dry-cleaned at the employer's expense, as and when required.

9.1.4 When items of employer supplied uniforms, protective and work clothing are on personal issue to employees, they are replaced by the employer subject to fair wear and tear in the service of the employer.

9.1.5 Damage to personal clothing - an employee may, at the employer's discretion, be 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.

9.2 Community Health Nurses

9.2.1 The following, and such other items as may be deemed necessary, shall be made available to employees for use when the nature of their duties warrant them:

- Satchel
- Scrubs
- Hard hat
- Safety glasses
- Dog Repellent

9.2.2 In approved areas community health nurses will be issued with the following items in addition:

- One raincoat of PVC or weatherproof equivalent
- One pair of gumboots

9.2.3 All items shall remain the property of the Trust and be replaced on a fair wear and tear basis. Scrubs shall be laundered by the Trust free of charge.

9.3 Replacement

9.3.1 An employee supplied with uniforms, aprons or other protective clothing or footwear shall hand in such issue on being supplied with a replacement, or on termination of employment, or at such other time as the employer may require.

9.3.2 The employer may make a deduction from the wages of any employee who, having received an issue to which this Clause relates, does not account for it as required. The rate of deduction shall be the cost of the item not accounted for after due allowance has been made for fair wear and tear and shall be agreed upon between the employer and the employee representative.

9.4 Footwear

9.4.1 Employees shall be required to provide themselves with suitable footwear which shall be worn, at all times while on duty.

9.4.2 Unless otherwise agreed to by the employer, suitable footwear shall comprise soft soled, non-skid, fully enclosed shoes or boots with flat or low heels.

10. ANNUAL LEAVE

10.1 Entitlement

10.1.1 Subject to subclauses 10.2 and 10.3 below, employees shall be granted leave of absence in accordance with the terms of the Holidays Act 2003 in respect of each leave year as follows:

With under six years' service	20 working days
With six or more years' service	25 working days

Leave entitlements will be applied in accordance with the terms of the Holidays Act legislation.

10.1.2 In accordance with the Holidays Act 2003 the employer shall allow to the employee at least two uninterrupted weeks of the employee's entitlement commencing within six months after but excluding the date on which the entitlement becomes due.

10.1.3 Before proceeding on annual leave, an employee shall be allocated a "nominal" position in the duty roster for that period which shall be consistent with the duties they would have been allocated had they not proceeded on annual leave. This "nominal" position shall then be used to determine the number of days leave to be recorded against the annual leave entitlement.

10.2 Conditions

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

10.2.2 For the purpose of this Clause:

- (a) The service of an employee shall be deemed to comprise all periods of employment with the Health Service (Hospital Boards, Area Health Boards, Health Service Personnel Commission and Department of Health) of at least 12 months' duration.
- (b) Service which has been recognised in a previous period of employment must be reconsidered in the new period of employment and meet the provisions outlined in subclause 10.2.2 (a) above.

- (c) Extended leave without pay at the end of a period of service which ends in a resignation or a termination of service is excluded from previous service for crediting, i.e. the effective date for deciding service is the last day, actually, on pay.
- (d) Notwithstanding the above, employees of the Trust employed prior to 1 November 1993 shall continue to have all periods of service recognised prior to that date credited for annual leave purposes while they remain employed by the Trust.

10.2.3 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.

Provided 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.

10.2.4 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 such accrued leave.

10.2.5 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) for 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:

Days of absence (Including Saturdays & Sundays)	Annual leave entitlement to be reduced by the number of working days shown below		
	Annual Leave Entitlement		
Days worked	4 weeks	5 weeks	6 weeks
0 – 35	-	-	-
36 – 71	2	2.5	3
72 – 107	4	5	6
108 – 143	6	7.5	9
144 – 179	8	10	12
180 – 215	10	12.5	15
216 – 251	12	15	18
252 – 287	14	17.5	21
288 – 323	16	20	24
324 - 359	18	22.5	27
360 - 365	20	25	30

Note: A study award for the purpose of this subclause shall be deemed to be a full-time course of study at a tertiary educational institute, during which the employee is able to take advantage of the midterm 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.

10.2.6 Every part-time employee will be entitled to annual leave as prescribed. Salary during leave will be paid for the employee's usual working hours.

10.3 Extra leave for shift workers

10.3.1 "Shift work" is defined as the same work performed by one or more employees or two or more successive sets or groups of workers working successive periods.

10.3.2 Employees who are shift workers (as defined in clause 10.3.1) may be granted up to one week (five working days) additional annual leave on completion of each 12 months' employment on shift work based on the number of qualifying shifts worked.

10.3.3 For the purpose of this clause, a qualifying shift is that for which a shift allowance is payable to the employee in accordance with clause 4.4.1

10.3.4 The following additional leave is granted:

Number of qualifying shifts	Number of additional days leave per annum
121 or more	5 days
96 – 120	4 days
71 – 95	3 days
46 – 70	2 days
21 – 45	1 day

10.3.5 Additional leave as set out in this clause must be taken during the year of entitlement

10.4 Anticipation of Annual Leave for Overseas Trip

An employee with over 20 years current continuous service may anticipate one year's annual leave entitlement for the purpose of taking a trip overseas.

10.5 Payment in Lieu of Annual Leave for Casual Employees

Casual employees should be paid 8% gross taxable earnings in lieu of annual leave at the completion of each period of employment, to be added to each fortnightly or weekly wage payment (no annual taxable earnings calculation is therefore necessary).

10.6 Leave Without Pay in Relation to Annual Leave Entitlement

An employee who is granted leave without pay and who remains in the service of the Trust, will, except where provision is made otherwise, have such leave counted as service for annual leave purposes.

11. PUBLIC HOLIDAYS

11.1 The following days are public holidays:

Christmas Day
Boxing Day
New Year's Day

2 January
Waitangi Day (6 February)
Good Friday
Easter Monday
ANZAC Day (25 April)
Queen's Birthday (1st Monday in June)
Labour Day (4th Monday in October)
Anniversary Day (or a day in lieu thereof)

11.2 Where Christmas Day, Boxing Day, New Years Day, 2 January, Waitangi Day or Anzac Day fall on a Saturday and the day would otherwise be a working day for the employee, the public holiday will be treated as falling on that day.

11.3 Where Christmas Day, Boxing Day, New Years Day, 2 January Waitangi Day or Anzac Day fall on a Saturday and the day would not otherwise be a working day for the employee, the public holiday will be treated as falling on the following Monday

11.4 Where Christmas Day, Boxing Day, New Years Day, 2 January Waitangi Day or Anzac Day fall on a Sunday and the day would otherwise be a working day for the employee, the public holiday will be treated as falling on that day.

11.5 Where Christmas Day, Boxing Day, New Years Day, 2 January Waitangi Day or Anzac Day fall on a Sunday and the day would not otherwise be a working day for the employee, the public holiday will be treated as falling on the following Tuesday

11.6 To avoid doubt, no employee is entitled to more than two public holidays for the Christmas period and two public holidays for the New Year period, and not entitled to more than one alternative holiday for any one public holiday worked.

12. PAYMENT FOR PUBLIC HOLIDAYS

In line with clause 1.1.1(b), for the purposes of this clause the public holiday is deemed to start at 2245hours on the previous night and finish at 2315hours on the public holiday night.

12.1 Where the public holiday falls on a day that would not otherwise be a working day for the employee and the employee works on any part of the day, Payment will be:

- a) For employees with an ordinary hourly rate less than \$26.928, then payment for hours worked will be at ordinary time plus \$13.46
- b) For employees with an ordinary hourly rate of \$26.928 or greater, then payment for hours worked will be at time and one half
- c) Hours worked on night shift on a public holiday will be paid at double time.

12.2 Where the public holiday falls on a day that would normally be a working day for an employee, and the employee works on any part of that day, the employee will be paid as in

clause 12.1, but in addition the employee will also be given an alternative holiday at a later date.

12.3 Where a public holiday falls on a day that would normally be a working day for an employee and the employee takes that day as a holiday, the employee will be paid their relevant daily pay for that day.

12.4 When an employee takes an alternative holiday the employee will be paid their relevant daily pay for that day.

12.5 If the employer and the employee cannot agree on the timing of the alternative holiday, the employee, within 12 months, may decide. In doing so the employee must take into account the employer's view as to when it is convenient for the employee to take that day. The employee must give the employer no less than 14 days notice of his or her intention to take the alternative holiday on that date.

12.6 If the employee has not taken an alternative holiday within 12 months of that entitlement arising and the employer and the employee cannot agree on the timing of the holiday, the employer may give the employee 14 days notice of when the holiday is required to be taken.

12.7 If the employee has not taken the alternative holiday within 12 months of that entitlement arising, and the employer agrees, the employee may ask to exchange the alternative holiday for a day's pay at the relevant daily rate.

12.8 If an employee is on call and is not called in to work, the employee is also entitled to an alternative holiday if the nature of the restriction imposed by the on call condition on the employee's freedom of action is such that, for all practical purposes, the employee has not had a whole holiday.

Provided that, in order to maintain essential services, the employer may require an employee to work on the day a public holiday is observed, such work shall attract the penal payments provided for in subclause 4.4.

13. SICK LEAVE

13.1 Conditions

13.1.1 Where an employee is granted leave of absence on account of sickness or injury the employee shall be entitled to payment at relevant daily pay.

13.1.2 The total period of sick leave with payment at relevant daily pay to which any employee of the Trust is entitled shall be computed in respect of the employee's whole length of service with the Trust.

13.1.3 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, or
- b) direct the employee to take leave on full pay. Such leave shall not be a charged against the employee's sick leave entitlement.

13.1.4 Accident Compensation

Where any employee is involved in an accident either at work or away from work and where such accident necessitates absence from duty due to injury the employee concerned may elect to offset any sick leave entitlement s/he may have in hand in order to make up the employee's salary to 100 percent of normal pay provided that the employee's sick leave entitlement shall be reduced at a rate of 1/5th of a day's sick leave per day.

13.1.5 In special cases the employer may allow an employee to anticipate sick leave for the following 12 months provided that a balance of 5 days remains for the following 12 month period.

13.2 Schedule of Entitlement

13.2.1 Employees shall be entitled to 10 working days sick leave per annum pro rata. The first entitlement will be five days sick leave at three months, and five days at six months service. Thereafter entitlement will be 10 days allocation at each employment anniversary date.

13.2.2 Where an employee with no sick leave entitlement is deemed unfit to work due to illness of self or dependent, the employee may, at the manager's discretion be directed to go home. This paid sick leave will be charged against the next sick leave allocation, to a maximum of five days.

13.2.3 A part time employee will receive an entitlement equivalent to the relative proportion of the full time equivalent, providing that this leads to an entitlement of not less than five days per annum. This entitlement is inclusive of, and not in addition to special leave under the Holidays Act 2003 and any subsequent amendments.

13.2.4 Employees on a fixed term contract will be allocated the relevant entitlement pro rata in accordance with both the FTE hours contracted and the proportion of the year covered by the fixed term.

13.2.5 Untaken sick leave may be accumulated up to a maximum of 260 days.

13.2.6 Computation of Part-day Absences

If an employee is absent on sick leave for less than a whole day, sick leave is to be debited as follows:

- (a) Absent for the whole morning 1/2 day sick leave

- | | |
|---|--------------------|
| (b) Absent for whole afternoon | 1/2 day sick leave |
| (c) Absent for less than two hours during the day | No deduction |
| (d) Absent for two hours and up to six hours during the day | 1/2 day sick leave |
| (e) Absent over six hours during the day | 1 day sick leave |

13.3 Sickness at Home

13.3.1 The employer may grant an employee leave on pay as a charge against sick leave entitlement when the employee must stay at home to attend to a member of the household who through illness becomes dependent on the employee. This person would in most cases be the employee's child or partner but may be another member of the employee's family or household.

13.3.2 Approval is not to be given for absence during or in connection with the birth of an employee's child. Such a situation should be covered by annual leave or parental leave.

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

13.4 Sick Leave in Relation to Annual and Long Service Leave

In accordance with the Holidays Act 2003 and subsequent amendments periods during which an employee is unable to work through sickness or injury shall not be counted as part of any annual holiday to which s/he may become entitled to. A medical certificate must be produced showing the nature and duration of the illness.

13.5 Leave Without Pay

An employee who is granted leave without pay and who remains in the service of the Trust, will have such leave included in determining sick leave entitlement.

13.6 Medical Certificates

The employer may require the employee to provide a medical certificate for period/s of absence due to Sickness or Sickness at Home exceeding three days. Any associated medical consultation fees shall be reimbursed.

14. BEREAVEMENT/TANGIHANGA LEAVE

14.1 The employer shall approve special bereavement leave on pay for an employee to discharge any obligation and/or to pay respects to a deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent). In general, the length of time off will be granted in accordance with the needs of the employee suffering the bereavement. In considering the amount of paid bereavement time to be granted the manager will take into account the organisation's

guidelines of three days for a close family member, and one day to attend the funeral of someone to whom the employee owes an obligation to do so.

14.2 If the 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 subclause 14.1 above. This provision will not apply if the employee is on leave without pay.

14.3 In granting time off therefore, and for how long, the employer must administer these provisions in a culturally sensitive manner. The employee will be mindful of the employer's need to continue the service and will endeavour to discharge their obligations outside of rostered hours where this is appropriate.

15. PARENTAL LEAVE

15.1 The provisions of the Parental Leave and Employment Protection Act 1987 and any subsequent amendments shall apply.

15.2 Lump Sum Payment

15.2.1 Whole time employment

Where an employee, who is entitled to parental leave and is about to take parental leave of fourteen weeks or more, they will qualify for a payment equivalent to three weeks pay at the rate and hours applying for the thirty days immediately prior to their ceasing duty.

Provided that, if both male and female partners are employed by the Trust and are eligible for the payment, then they are entitled to one and only one payment, and they may choose (after they have qualified) who will receive it.

15.2.2 Part-time employment

Where employment prior to confinement was part-time, payment shall be based on the percentage that such part-time hours bear to whole time employment.

15.2.3 Reduced hours prior to confinement

Where, for reasons pertaining to the pregnancy, an employee, on medical advice and with the consent of the employer elects to work reduced hours at any time prior to confinement, then the calculation of the lump sum payment shall be based on the proportion of full-time employment immediately prior to any such enforced reduction in hours.

15.2.4 Full parental leave not taken

An employee who is absent on parental leave for less than six weeks (30 working days) will receive that proportion of the payment that their absence represents in working days.

15.2.5 Variation in hours on return

An employee returning from parental leave may request the employer to vary the proportion of whole-time employment from that which applied before the leave was taken. The

granting of such a request shall be at the discretion of the employer, that is the principle of job protection cannot be guaranteed. The calculation of the lump sum payment in these circumstances shall be based on the proportion of full-time employment which applied before taking leave (excluding any temporary reduction in hours immediately prior to confinement).

16. JURY SERVICE LEAVE

16.1 Employees called on for jury service are required to serve. Where the need is urgent, the employer may apply for postponement because of particular work needs, but this may be done only in exceptional circumstances.

16.2 An employee called on for jury service may elect to take annual leave, leave on pay, or leave without pay. Where annual leave or leave without pay is granted or where the service is performed during an employee's off duty hours, the employee may retain the juror's fees (and expenses paid).

16.3 Where leave on pay is granted, a certificate is to be given to the employee by the employer to the effect that the employee has been granted leave on pay and requesting the Court to complete details of jurors' fees and expenses paid. The employee is to pay the fees received to the Trust but may retain expenses.

16.4 Where leave on pay is granted, it is only in respect of time spent on jury service, including reasonable travelling time. Any time during normal working hours when the employee is not required by the Court, the employee is to report back to work where this is reasonable and practicable.

17. WITNESS LEAVE

An employee required to attend a Court hearing as a result of receiving a summons to witness, or a disciplinary hearing of the New Zealand Nursing Council, as a direct consequence of incidents arising out of the ordinary work of the employee, shall be granted leave on pay (T1 rate only).

18. FAMILY VIOLENCE LEAVE

Hokianga Health is committed to supporting employees who are affected by family violence. Please refer to Hokianga Health Domestic Violence policy or directly contact the Human Resource Manager.

19. EMPLOYMENT RELATIONS EDUCATION LEAVE

19.1 Employment Relations Leave shall be provided by the employer to the employee representative parties to this agreement for the education and development as staff delegates of employees who have authorised them as their employee representative

organisation. This will be calculated in accordance with the provisions of the Employment Relations Act.

Provided that a staff delegate shall not be absent from work -

- (a) For more than three consecutive days at any one time, or
- (b) For more than five days in total in any one year.

19.2 The leave must be applied for in advance and shall be approved by the employer and shall not be unreasonably withheld.

19.3 The employee representative organisations shall advise the employer 21 days in advance of the names and times of any course or programme.

19.4 For the purposes of this Clause a year shall mean a period beginning on the 1st day of March and ending with following 28th day of February, or an agreed variation.

NOTE: This Clause shall only apply provided that no Act is passed for the purposes of Paid Education Leave regardless of its title.

20. STUDY ASSISTANCE

The employer may grant employees study leave, to enable them to complete qualifications, to attend courses and seminars, and to undertake research or projects which are relevant to the work of the employer, and which facilitate their own growth and development.

21. TIME OFF TO VOTE

Reasonable time off on pay shall be granted to an employee to enable them to vote when required to work on election day in accordance with section 98 of the Electoral Act 1956. The provisions of this Act, or any amendment or Act passed in substitution for this Act, shall apply.

22. TRANSPORT FOR CALL BACK DUTY

Where an employee who does not reside in Trust 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 Trust shall either:

- (a) provide the employee with transport from the employee's place of residence to the institution where the employee is employed and to the place of residence from the institution; or
- (b) reimburse the employee travelling expenses (as defined in Clause 25) incurred in travelling from the employee's place of residence to the institution or from the institution to the employee's place of residence, or both travelling to and from the institution.

23. MISCELLANEOUS TRANSPORT AND TRAVELLING PROVISIONS

23.1 Transport Provisions

23.1.1 An employee employed in an institution who is required to undertake duty for an indefinite or extended period in a different location of operation of the Trust, shall be transported to that location with the employee's luggage at the Trust's expense.

23.1.2 Where the employer requires an employee to work temporarily at a location other than where the employee is normally employed, and this requirement results in additional daily transport expenses, the Trust shall reimburse the employee the actual and reasonable additional transport costs incurred.

23.1.3 Travelling time on the following basis may be paid in the circumstances provided for in subclause 23.1.2 above, when the time occupied in travelling to the new location exceeds that normally occupied by an employee in travelling daily to and from the employee's normal place of employment:

- (a) travelling time falling within the normal hours of duty shall be regarded as time worked
- (b) travelling time falling outside the normal hours of duty shall be paid for at T1 rate, but will not count towards the computation of daily or weekly overtime payments.

23.2 Reimbursements

Employees may claim for reimbursement of actual and reasonable travelling, accommodation and meal expenses, subject to the prior approval of the employer.

23.3 Production of Receipts

Receipts are to be produced for all payments on which a refund is claimed,

24. STAYING PRIVATELY

An employee who is eligible for reimbursement under the travelling provisions (subclause 23.2.1 above) may claim \$60 per night for accommodation and meals when staying privately.

25. USE OF PRIVATE VEHICLE ON EMPLOYER BUSINESS

Employees who agree to use their private motor vehicle on Trust business shall be paid a motor vehicle allowance of 50c per kilometre

26. CO-OPERATION, CONSULTATION & MANAGEMENT OF CHANGE

26.1 The parties to this agreement accept that change in the Health Service is necessary in order to ensure the efficient and effective delivery of health services.

26.2 The parties to this agreement recognise that they have a mutual interest in ensuring that health services are provided efficiently and effectively, and that each has a contribution to make in this regard. The involvement of the parties should contribute to:

- Improved decision making.
- Greater co-operation between employee representative and employer
- A more harmonious, effective, efficient, safe and productive workplace

Therefore, the employer agrees to the following provisions for consultation and recognition of staff delegates, and access to facilities.

26.3 (a) The employer accepts that staff delegates are the recognised channel of communication between the employee representative and the employer in the workplace.

(b) Accordingly, paid time off shall at the discretion of the employer be allowed for recognised staff delegates to attend meetings with management, consult with employee organisation members, and other recognised staff delegates, and employee representatives, to consult and discuss those issues addressed in Clauses 27 and 28 of this agreement.

(c) Prior approval for such meetings shall be obtained from management. Such approval shall not be unreasonably withheld.

(d) The amount of time off and facilities provided shall be sufficient to enable full consideration of the issues contained herein

26.4 Consultation between the employer and the parties is desirable on matters of mutual concern and interest.

26.5 The aim of mechanisms established for this purpose will be to reach agreement and to make recommendations to management, who will endeavour to take the views of those groups into account as far as possible before making final decisions.

26.6 The employer agrees that the employees and employee representatives will be advised of any review (prior to the commencement) which may result in significant changes to either the structure, staffing or work practices affecting employees, and will provide the staff delegates with an opportunity to be involved in the review. When the implementation of decisions arising from any such reviews will result in staff surpluses the procedures in Clause 27 (Staff Surplus) below shall be adopted.

26.7 Employee Protection

Where any restructure includes the sale of the business or contracting out of services in which the outcome is a new employer taking over the business, the employer undertakes to negotiate with the new employer, including whether the affected workers will transfer to the new employer on the same terms and conditions of employment. This process will involve consultation with the affected employees and their union(s) and will comply with the provisions of the Employment Relations Amendment Act (2) 2004.

27. STAFF SURPLUS

27.1 When as a result of the restructuring of the whole, or any parts, of the employer's operations; either due to the reorganisation, review of work method, change in plant (or like cause), and at the conclusion of the processes described in clause 27, the employer requires a reduction in the number of employees, or, employees can no longer be employed in their current position, at their current grade or work location (i.e. the terms of appointment to their present position), then the options in subclause 27.4 below shall be invoked and negotiated on a case by case basis between the employee representative, and the employer.

27.2 The employer will advise the employee representative at least one month prior to the date that notice is required to be given to the employee whose position is required to be discharged. Notification of a staffing surplus shall be forwarded to the local office of the employee organisation. This date may be varied by agreement between the parties.

During this period the employee representative and the employer will meet to reach agreement 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 representative and the employer where the circumstances warrant it (and agreement shall not be unreasonably withheld).

27.3 The following information shall be made available to the employee representative:

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

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

27.4 Options

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

- (a) Reconfirmed in position.
- (b) Attrition.
- (c) Redeployment.
- (d) Leave without pay.
- (e) Retraining.
- (f) Severance.

Option (a) will preclude employees from access to the other options. The aim will be to minimise the use of severance. When severance is included, the provisions in subclause 27.11 will be applied as a package.

27.5 Restriction on Staff Surplus Options

Where an employee's employment is being terminated by his or her employer by reason only of the sale or transfer by the employer 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 worker if:

- (a) The person acquiring the business, or the part being sold or transferred has offered the worker employment in the business or the part being sold or transferred; and
- (b) The conditions of employment offered to the worker by the person acquiring the business or the part of the business being sold or transferred are no less favourable than, the worker'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 worker in that business or that part of that business either:
 - (i) In the same or similar capacity as that in which the worker was employed by his or her employer;
 - (ii) In a capacity that the worker is willing to accept.

27.6 Reconfirmed in Position

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

27.7 Attrition

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

27.8 Redeployment

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

27.8.1 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:

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

27.8.2 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.

27.8.3 The redeployment may involve employees undertaking some on the job training.

27.9 Leave Without Pay

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

27.10 Retraining

27.10.1 Where a skill shortage is identified, the employer may offer a surplus employee retraining to meet that skill shortage with financial assistance up to the maintenance of full salary plus appropriate training expenses.

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

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

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

27.11 Severance

Payment will be made in accordance with the following:

- (a) "Service" for the purposes of this Clause means total aggregated service with the employer, and within the Health Service as defined under subclause 10.2.2 but excludes any service 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.

Notwithstanding the above, employees of the employer employed prior to 1 November 1993 shall continue to have all periods of service recognised prior to that date credited for severance purposes while they remain employed by the employer.

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

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

- (f) Employees employed as at 30 June 1996 with not less than eight years service but less than ten years service, shall be paid two weeks basic salary (T1 rate only).
- (g) Employees employed as at 30 June 1996 with not less than five years service but less than eight years service, shall be paid one week basic salary (T1 rate only).
- (h) Outstanding annual leave and long service leave may be separately cashed up.

27.12 Job Search

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

27.13 Counselling

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

28. RESOLUTION OF EMPLOYMENT RELATIONS PROBLEMS

28.1 Procedure

28.1.1 This procedure applies to the resolution of all employment relationship problems and personal grievance matters within our organisation. The employee is reminded that an employment relationship problem is as defined in the Employment Relations Act 2000.

28.1.2 If the employee feels that he or she has an employment relationship problem with the employer, the matter should first be raised with the employer. The employer will attempt to resolve it as soon as possible after the event.

28.1.3 If the matter being raised is a personal grievance the employee must raise it with the employer within 90 days of the event giving rise to it.

28.2 Steps

1. The employee must first speak with their manager. If for any reason the employee does not wish to raise it with their Manager, he/she may speak with another manager or someone else who can deal with it.
2. If the employee prefers, he/she may raise the matter with the employer in writing, or if any matter raised under Step 1 has not been resolved, the employee should write a letter regarding the problem or grievance, setting out:
 - (a) Details of the problem or grievance, and
 - (b) What solution the employee seeks to resolve the matter.
3. On receipt of the employee's advice in writing under Step 2 the employer will respond in writing setting out the employer's version of the facts within fourteen days.
4. The employer will then meet with the employee (within seven days of the employers written reply in Step 3), to discuss and attempt to resolve the matter.
5. If the problem or grievance cannot be resolved at the meeting (as in Step 4) and the employee wishes to pursue the matter further, then he/she may do so by seeking the services of the Mediation Service of the Department of Labour or with any alternative mediation provider as may be agreed by the employee and the employer.

29. GENERAL TERMS OF EMPLOYMENT

29.1 Facilities

Suitable facilities for changing shall be provided for non-resident employees, such facilities to include locking cupboards, and hand-basins with running hot and cold water, and clean towels or other suitable drying facilities, and the employees shall be required to use the same. Provided that in respect to locking of cupboards, the employees shall pay for any replacement keys.

Access to showering facilities shall be provided for non-resident employees.

29.2 Copy of Agreement

There shall be at all times exhibited and maintained in a conspicuous place and in such a position as to be easily read by the employees, a copy of this Agreement.

29.3 Fire Precautions

Employees shall be instructed in fire safety procedures. Employees may also be instructed in fire-fighting methods and in the use of fire-fighting appliances and the location of fire escapes.

It is agreed that all employees will do their utmost to prevent fire and render whatever assistance is possible to ensure the safety of patients and employees in the event of fire.

29.4 Health and Safety

The attention of the parties and those employees covered by this agreement is drawn to the Health and Safety at Work Act 2015

The principal object of this Act is to provide for the prevention of harm to employees at work.

Whilst it is recognised that the Trust is responsible to provide a safe working environment, the Trust expects all employees to partner in maintaining safe working practices. This includes staff being involved in Health and Safety programmes and the Trust will consult with employees on their involvement and responsibilities.

All employees will be responsible for their own safety and will be required to observe all safe work practices, laws and regulations in order to assist with the maintenance of a safe and healthy environment.

29.5 Termination

Four weeks notice of termination of employment shall be given by the employer or the employee, unless a lesser period is agreed on in writing by both parties; but this shall not affect the employer's right to dismiss an employee for insubordination, dishonesty, drunkenness, or other good cause, when an employee shall be subject to instant dismissal and entitled to payment up to the day of dismissal only.

Where the required notice is not given the person improperly terminating the service shall pay or forfeit one week's wages or the value of the unexpired period of notice as the case may require.

30. EMPLOYEE ACCESS TO PERSONAL INFORMATION

Attention is drawn to the Official Information Act 1982. The provisions of this Act, or any amendment or Act passed in substitution for this Act shall apply.

31. SAFE STAFFING AND HEALTHY WORKPLACE

The employer is committed to providing safe staffing and a healthy workplace for its employees

31.1 Injury Prevention, Accident Rehabilitation and Compensation Act

The provisions of this Act or any amendment or Act passed in substitution for this Act shall apply.

31.2 Transport of injured employees

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

32. PAYMENT OF WAGES

32.1 Wages shall be paid fortnightly by cheque or lodgement at a bank to the credit of an account standing in the name of the employee, and with the written consent of the employee. Each employee shall be supplied with written details showing how her/his wages are made up.

32.2 All wages shall be paid immediately following the dismissal of an employee, and when the employee leaves of her/his own accord s/he shall be paid on the final day of her/his employment.

32.3 The employer shall be entitled to make a rateable deduction from the employee's weekly wage for time lost through the employee's own default, sickness (not covered by Clause 13 of this agreement), accident, or at the employees own request.

NOTE: This means the employer must pay the employee for those hours worked or covered by paid leave provisions.

33. OVERPAYMENT RECOVERY PROCEDURES

Attention is drawn to the Wages Protection Act 1983. The provisions of this Act, or any amendment or Act passed in substitution for this Act shall apply.

34. RIGHT OF ACCESS

The authorised employee representative shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises for the purpose of interviewing any employees they are authorised to represent, or enforcing this agreement, including access to wages and time records of those employees, but not so as to interfere unreasonably with the employer's business.

35. NZNO, PSA, E TU UNION INCORPORATED MEETINGS

35.1 Subject to subclauses 35.2 to 35.5 of this clause, the employer shall allow every employee party to this agreement employed by the employer to attend, on ordinary pay, at least two stop work meetings (each of a maximum of two hours duration) in each year (being the period between the first day of January and ending on the last day of December).

35.2 The employee representative shall give the employer at least 14 days' notice of the date and time of any stop work meeting to which subclause 35.1 of this clause is to apply.

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

35.4 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.

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

36. DEDUCTION OF UNION FEES

36.1 Where an employee has authorised in writing deductions of fees for an employee organisation, the employer shall remit such deductions to the relevant employee organisation with a list of employees for whom deductions have been made.

36.2 The employer will be authorised to retain an administration fee of 2.5%

36.3 Remittance shall be made at not more than monthly intervals.

37. TEMPORARY EMPLOYMENT AGREEMENTS

37.1 Temporary employment agreements should only be used 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 finite duration to be performed.

37.2 Temporary employment agreements while justified in some cases to cover situations of a finite nature, must not be used to deny staff security of employment in traditional career fields.

38. ABANDONMENT OF EMPLOYMENT

38.1 Where an employee absents herself or himself 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.

38.2 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.

38.3 Where an employee was unable through no fault of their own to notify the employer, employment will not be terminated.

39. SAVINGS

Nothing in this agreement shall operate so as to reduce the ordinary time rate (T1 rate only) of pay applying to any employee at the date of this agreement coming into force.

40. VARIATIONS OF AGREEMENT

This agreement may be varied by the agreement in writing of the employer and the representatives of those employees specifically affected by the variation, who are party to the agreement.

41. TERM OF AGREEMENT

This agreement shall be deemed to have come into force on the **1st** day of **September 2019** and shall continue in force until the **31st** day of **August 2022**

A lump sum payment will be made to all members* of \$400 [pro-rata] to address the gap between expiry of previous contract on 30 June 2019 and the start of this agreement on 1 September 2019.

**NOTE: This lump sum will not apply to Home Support Carers who received their pay rise on 1 July 2019.*

