

**WAIKATO DHB**

**INDIVIDUAL EMPLOYMENT**

**AGREEMENT 2021**

**NURSING & MIDWIFERY EMPLOYEES**

## **1.0 PARTIES**

In terms of Section 65 of the Employment Relations Act 2000 this Individual Employment Agreement is made between:

**Waikato District Health Board (Waikato DHB)**

AND

Employees of Waikato DHB who are primarily employed as Registered Nurses, Registered Midwives, Enrolled Nurses, Health Care Assistants/Hospital Aides and who are not members of NZ Nurses Organisation.

## **2.0 TERM**

This individual employment agreement (agreement) shall come into force on 6 September 2021. It shall expire when employment ends under the terms of this agreement.

## **3.0 VARIATION**

Any variation to this agreement shall be mutually agreed between the employee and the employer and such variation shall be in writing and signed.

## **4.0 DEFINITIONS**

“Authorised Officer (DAO)” means anyone appointed to undertake Authorised Officer duties, and has the same meaning as section 91 of the Substance abuse (Compulsory Assessment and Treatment) Act 2017.

“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.

“Community Nurse and Midwife” means nurses and midwives working in the community, and includes community mental health nurses, district nurses, public health nurses and other nurses and midwives designated by a DHB as a community nurse or midwife.

“District nurse” means a registered nurse who is engaged in domiciliary and/or community nursing duties, and, where required by the DHB in any particular locality, in public health services.

“Duly Authorised Officer (DAO)” means anyone appointed to undertake Duly Authorised Officer duties, and has the same meaning as in the Mental Health (Compulsory Assessment and Treatment) Act 1992.

“Duty/shift” means a single, continuous period of work required to be given by an employee, excluding overtime, on-call and call-back. A duty shall be defined by a starting and finishing time. Duties shall be morning (AM), afternoon (PM) duties or night duties. When a major part of a duty falls on a particular day the whole duty shall be regarded as being worked on that day.

“Employee” means any person employed by the employer and whose position is covered by this agreement.

“Employer” means the District Health Board.

“Enrolled nurse (EN)” has the same meaning as in the HPCA.

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

“Health Care Assistant (HCA)” or “Hospital Aide (HA)” means an employee who is an auxiliary to the nursing team, and is able to perform tasks in their position description relating to patient care and who works under the direction of a registered nurse or midwife.

“HPCA” means the Health Practitioners Competence Assurance Act 2003 and its successors.

“Karitane nurse” means a person who has undergone the course of training and passed the examinations for Karitane nurses conducted by the Royal New Zealand Plunket Society.

“Midwife” means a person who is registered as a midwife under the HPCA.

“Night Duty” means any duty which, as part thereof, comprises the hours between midnight and 5:00am on any day of the week.

“Nurse Practitioner” means a person as defined by the HPCA as a Nurse Practitioner.

“Nurse and nursing staff and/or ‘employee(s)’ ” includes all employees who:

- 1) are qualified for registration under the HPCA as comprehensive, psychiatric, psychopaedic, general and/or obstetric nurses, or midwives; or
- 2) are qualified for enrolment in terms of the HPCA as enrolled nurses or nurse assistants; or
- 3) are undergoing a course of training prescribed by the registration body (Nursing Council) with a view to registration as aforesaid; or
- 4) hold the appropriate qualifications and are employed as Karitane nurses; or are employed as Hospital Aides or Health Care Assistants.

“Ordinary time hourly rate of pay” shall be 1/2086, correct to two decimal places of a dollar, of the yearly rate of salary payable. T1 refers to the ordinary hourly rate of pay; T1.5 refers to one and a half times the ordinary hourly rate of pay; and T2 refers to double the ordinary hourly rate of pay.

“Part-time employee” means an employee, other than a casual employee, who is employed on a permanent basis but works less than the ordinary or normal hours prescribed in this Agreement. Any wages and benefits (except sick leave), e.g. leave, will be pro rata according to the hours worked unless specifically stated otherwise in this Agreement.

“Registered Nurse (RN)” means a person as defined by the HPCA as a Registered Nurse.

“Registered Obstetric Nurse (RON)” means a person as defined by the HPCA as a Registered Obstetric Nurse.

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

“Senior Nurses or Midwives” means a nurse or midwife who is appointed by the DHB into a designated senior position and is paid on the scale in clause 7.6.

“Service” means the current continuous service with the employer and its predecessors, except where otherwise defined in the applicable clause. For period of employment commencing on or after 1 July 2007, previous service at Waikato DHB or another DHB may be eligible to be counted towards service related entitlements, subject to the following breaks between periods of employment. Service shall not be deemed to be broken by an absence of less than three months. However, where the employee remains actively engaged on nursing or midwifery related work or study whilst absent, the period of three months shall extend to twelve months. This period of absence does not count as service for the purpose of attaining a service related entitlement.

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

“Temporary/Fixed Term Employee” means an employee who is employed for a specified limited term for a specified project, situation or event, or, for example, to replace an employee on parental leave or long term accident or sickness. There is no expectation of ongoing employment. Temporary agreements must not be used to deny staff security of employment.

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

## 5.0 HOURS OF WORK

The parties note that the Health & Safety at Work Act 2015 S.36(1) requires the employer ensure, so far as is reasonably practicable, the health and safety of workers.

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 employees involved. Rosters shall be jointly developed and reviewed by the employer, and the affected employees.

Attention is drawn to the rostering guidelines in the DHB. The employer will endeavour to ensure safe staffing levels and appropriate skill mix in work areas. There shall be a programme of regular monitoring of staffing levels and skill mix. Any identified staffing deficiencies shall be addressed.

All incidents shall be reported and investigated.

The parties' attention is drawn to the establishment of a staff Staffing / Healthy Workplaces Unit and should ensure that rostering practices are compatible with any systems and guidelines that results from the units work.

- 5.1 The ordinary working hours of an employee employed full-time shall be 80 per fortnight.
- 5.2 Employees will normally work 8 hours a day/shift in duration, except that part-time employees by mutual agreement between the employer and the employee, may work shifts of no less than 4 hours.
- 5.3 The pay period shall commence at the beginning of the Sunday/Monday night shift. When a major part of a shift falls on a particular day the whole shift shall be regarded as being worked on that day.
- 5.4 All duties must commence between 0600 and 2315 hours. Duty hours must be consecutive except for unpaid meal breaks.
- 4.5 Rosters will be published not less than 28 days prior to the commencement of the roster, provided that less notice may be given in exceptional circumstances. Rosters posted will show duties for a minimum 28 day period. Changes in rosters, once posted, shall be by mutual agreement.
- 5.6 Roster Pattern Divisors

The following rosters or combination of rosters will apply during the term of this Agreement:

- 5 days on duty followed by 2 days off duty - 2086 hours p.a. (i.e.: shift length 8 hours)
- 4 days on duty followed by 4 days off duty - 1460 hours p.a. (i.e.: shift length 8 hours)
- 4 days on duty followed by 3 days off duty - 2086 hours p.a. (i.e.: shift length 10 hours)
- 4 days on duty followed by 2 days off duty – 2086 hours pa. (i.e.: shift length 8 hours and 35 minutes) or 1947 hours p.a. (shift length 8 hours)
- 2 days on duty followed by 2 days off duty - 2190 hours p.a.

A part-time employee may work within the rosters described above.

- 5.7 Where the employer clearly identifies that alterations in staff hours are required the hours of work may be varied by agreement between the employees affected, and the employer. Such agreement shall be put in writing and signed.
- 5.8 (i) Every employee shall have two periods of at least 24 hours off duty each week, and except in the case of emergencies or by agreement, these shall be consecutive. Where an employee finishes their last night shift, the off duty period commences after the minimum break between shifts. **Note:** These off duty periods may fall separately no more than once every four weeks for the following reasons:  
  
at the request of the employee  
or  
to facilitate rostering.

- (ii) Except in an emergency, no employee shall work more than seven consecutive 8-hour duties.

5.9 Minimum break between spells of duty:

- (i) A break of at least twelve continuous hours must be provided wherever possible between any two periods of duty of a full shift or more. Note: if the employee requests a lesser break the overtime payments will not apply.

- (ii) Periods of a full shift or more include:

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

- (iii) This requirement to provide a break wherever possible applies whether or not any penalty payment will apply under the provisions of this clause.

- (iv) If a break of at least nine continuous hours cannot be provided between periods of a full shift, the shift is to be regarded as continuous 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.

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.

- (v) Except, for those employees who are called back between 2300 and 0500 hours, the break must be provided afterwards, unless otherwise agreed between the employer and the employee:
- (vi) Time spent off duty during ordinary working hours solely to obtain a nine hour break, shall be paid at ordinary time rates. Any absence after the ninth continuous hour of such a break, if it occurs in ordinary time, shall be treated as a normal absence from duty.
- (vii) 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 that would otherwise have been received.

5.10 Notwithstanding the foregoing conditions staff may be permitted to change shifts one with another by mutual arrangement and with the prior approval of the manager. Overtime or other penalty provisions shall not apply in these instances.

5.11 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.

5.12 As a general principle, when additional shifts are required, preference will be given in the first instance to part-time employees.

5.13 Employees will not be required to change between day and night duties more than once in any 80 hour fortnight.

5.14 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.

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

5.16 Duties, once commenced, shall be continuous unless otherwise agreed between the employer and the employee.

## 5.17 Changing Time

Where an employee is required by the employer to wear a particular uniform on duty and is not permitted to wear that uniform other than within the precincts of the hospital, the employee shall be allowed a period of six minutes, both at the commencement and cessation of each duty, as changing time.

## 5.18 Additional Provisions for Employees working Alternative Rosters

In specific instances, i.e. shifts of longer or variable lengths, the ordinary hours for a full time employee are able to be averaged over a roster cycle of greater than one fortnight e.g.: an employee who works 12 hour shifts may work 120 hours over a 3 week roster and be considered to be fulltime. No employee shall be required to work more than a 12 hour rostered shift.

- a) Alternative hours of work may be implemented by agreement between the employer, and the employees directly affected. Such agreement shall be in writing and signed by the parties.

It is recognised that some areas may continue to utilise the standard eight hour roster alongside the 10/12 hours rosters.

An employee who elects to opt out of working 10/12 hour rosters shall give a minimum of four weeks notice. Employees who accept a new position which requires the individual to work a 10 hour shift are not eligible to opt out without the consent of the employer.

If a party to this agreement wishes, for health and safety reasons, to change the above roster patterns, they shall engage in a process of consultation consistent with Clause 24 in order to do so.

- b) 10 and 12 hour shifts are not recommended as a standard rostering pattern and shall occur only where clear clinical / service rationale supports this practice. Such shift patterns shall not compromise those employees who elect to work an eight hour roster.
- c) Any 10 and 12 hour shifts shall be subject to (a) above.
- d) Every employee shall have at least 2 consecutive 24 hour periods off duty each week.

No employee working 10 hours per rostered shift shall work more than five consecutive duties. Where five consecutive 10 hour duties are worked the employee must then have a minimum of 3 consecutive 24 hour periods off duty.

No employee working 12 hours per rostered shift shall work more than 4 consecutive duties. Where 4 consecutive 12 hour duties are worked, by agreement with the employee, then the employee must then have a minimum of 4 consecutive 24 hour periods off duty. It is recognised that 3 consecutive 12 hours shifts is the preferred maximum. Where 3 consecutive 12 hour shifts are worked the employee must have a minimum of 3 consecutive periods 24 hours off duty.

Notwithstanding the foregoing, these off duty periods may fall separately no more than once every four weeks at the request of the employee or to facilitate rostering.

- e) Meal Breaks and rest periods shall be observed in accordance with clause 6.0. In addition, an employee who works a 12 hour shift shall be allowed two meal breaks, one paid and one unpaid, each of not less than half an hour. The second meal break is to be taken after having worked eight hours of the shift. Such meal breaks shall be arranged so as to be spaced as near as possible at equal intervals.
- f) Minimum breaks between duties: No 12 hour roster shall contain breaks between duties of less than eleven consecutive hours. No 10 hour roster shall contain breaks between duties of less than nine consecutive hours. If the actual breaks are not achieved then the payment provisions of the overtime clause 8.3.2 shall apply. Note: if the employee requests a lesser break the overtime payments will not apply.

- g) Overtime - the following payments shall apply:
- (i) Ten hour shifts: T1.5 after 10 hours for the 11<sup>th</sup> hour, then T2 for all hours worked thereafter;
  - (ii) Twelve hour shifts: T2 for all hours worked in excess of a rostered 12 hour shift;
  - (iii) For those fulltime employees working 12 hour shifts, overtime shall apply after 120 hours averaged over 3 weeks;
  - (iv) For all other employees working alternative hours of work, overtime shall apply after 80 hours per two week period.
- h) Annual Leave / Sick Leave: each day of annual leave or sick leave shall be calculated and paid according to the number of hours rostered to work on the day of such leave.

## 6.0 MEAL BREAKS AND REST PERIODS

- 6.1 Except when required for urgent or emergency work and except as provided in 6.2 below, the employee shall not be required to work for more than five hours continuously without being entitled to a meal break of not less than half an hour. There will be only one meal break of not less than half an hour during a 10 hour shift.
- 6.2 An employee unable to be relieved from work for a meal break (as defined in 6.1) shall be entitled to have a meal while on duty and this period shall be regarded as working time paid at the appropriate rate (the rate payable at that time).
- 6.3 Except where provided for in 6.2 above should the employee be unable to take a meal after five hours they shall be paid as a penalty payment at time-half in addition to ordinary salary from the expiry of five hours until the time when a meal can be taken.
- 6.4 Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, and the equivalent breaks for night duty where these occur during duty, shall be recognised as time worked.
- 6.5 During the meal break or rest breaks prescribed above, free tea, coffee, milk and sugar shall be supplied by the employer. Where it is impractical to supply tea, coffee, milk and sugar free of charge, an allowance of \$1.46 per week in lieu shall be paid. This allowance shall continue during all periods of leave except leave without pay.

## 7.0 SALARIES

### 7.1 Registered Nurse and Registered Midwife Salary Scale

Registered Nurse and Registered Midwife scale	Current		Effective 6/9/2021
Step 7	77,386		83,186
Step 6	75,132		80,932
Step 5	72,945		78,745
Step 4	65,652		71,452
Step 3	62,138		67,938
Step 2	58,491		64,291
Step 1 (New Grad)	54,034		59,834

**Progression:** By automatic annual increment at anniversary date step 1 to 7 inclusive.

7.2 Enrolled, Obstetric, Karitane Nurses and Nurse Assistants

<b>Enrolled, Obstetric and Karitane Nurses</b>	<b>Current</b>		<b>Effective 6/9/2021</b>
<b>Step 4</b>	57,047		62,847
<b>Step 3</b>	55,385		61,185
<b>Step 2</b>	51,333		57,133
<b>Step 1</b>	48,632		54,432

**Progression:** By automatic annual increment at anniversary date step 1 to 4 inclusive.

7.3 Health Care Assistants and Hospital Aides

<b>Health Care Assistants and Hospital Aides</b>	<b>Current</b>		<b>Effective 6/9/2021</b>
<b>Step 5</b>	48,003		53,803
<b>Step 4</b>	46,605		52,405
<b>Step 3</b>	45,779		51,579
<b>Step 2</b>	42,910		48,710
<b>Step 1</b>	40,382		46,182

**Progression:** By automatic annual increment at anniversary date step 1 to 5 inclusive.

7.4 Community Nurse and Midwife Scale

<b>Community MH Nurses, District Nurses, Public Health Nurses, Community midwives</b>	<b>Current</b>		<b>Effective 6/9/2021</b>
<b>Step 8</b>	82,957		88,757
<b>Step 7</b>	78,983		84,793
<b>Step 6</b>	77,443		83,243
<b>Step 5</b>	72,945		78,745
<b>Step 4</b>	65,652		71,452
<b>Step 3</b>	62,138		67,938
<b>Step 2</b>	58,491		64,291
<b>Step 1</b>	54,034		59,834

**Progression:** By automatic annual increment at anniversary date step 1 to 8 inclusive.



## 7.5 Designated Senior Nurse and Senior Midwife Salary Scales

Designated Senior Nurse and Midwifery Salary Scale		Current		Effective 6/9/2021
Grade 2	Step 1	79,760		85,560
	Step 2	81,322		87,122
	Step 3	85,375		91,175
Grade 3	Step 1	86,887		92,687
	Step 2	90,230		96,030
	Step 3	96,378		102,178
Grade 4	Step 1	91,899		97,699
	Step 2	95,241		101,041
	Step 3	101,541		107,341
Grade 5	Step 1	96,910		102,710
	Step 2	100,256		106,056
	Step 3	106,703		112,503
Grade 6	Step 1	100,256		106,056
	Step 2	103,596		109,396
	Step 3	110,146		115,946
Grade 7	Step 1	103,596		109,396
	Step 2	106,938		112,738
	Step 3	112,389		118,189
Grade 8	Step 1	109,116		114,916
	Step 2	115,026		120,826
	Step 3	120,938		126,738
	Step 4	130,653		136,453

**Progression:** Movement through steps in each grade shall, subject to satisfactory performance (see 7.6(e) below), be annual on the anniversary date of appointment to the designated senior position. Movement between grades would only be by appointment to a higher graded position.

## 7.6 Operation of Salary Scales

- (a) The salary scales above shall be applied to the occupational group of the employee.
- (b) On appointment, the employer shall place the employee on any step of the relevant scale, taking into account the following factors:
  - (i) previous nursing/midwifery experience or other relevant work and life experience - the employer may credit this service;
  - (ii) degree of difficulty in recruiting for specific skills and/or experience required for the position
- (c) For new appointees to designated senior nurse or midwife positions, placement on the scale will be based on job size, job content, responsibility, experience and qualifications.
- (d) An employee previously employed on the top enrolled nurse step shall be appointed no lower than the second step of the registered nurse or midwife scale when they qualify as a registered nurse or midwife.

- (e) Should the employee go on fulltime study leave or parental leave, with or without pay, they shall continue to receive annual increments to which they would otherwise be entitled.

## **8.0 OVERTIME AND PENAL TIME**

### **8.1 Eligibility restricted for senior nurses/midwives**

This clause shall apply to the employee unless they are employed in a senior nurse/midwife position, overtime and penal rates will only apply as outlined in 8.1(a) and (b) below:

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

Equivalent time off for work performed outside normal hours may be granted in lieu of overtime by agreement between the employee and the manager concerned.

### **8.2 Overtime**

- (a) Normal hourly rate of pay – The normal hourly rate shall be one, two thousand and eighty-sixth part (1/2086), correct to two decimal places of a dollar, of the yearly rate of salary payable.
- (b) Overtime is time worked in excess of eight hours per day or the rostered duty whichever is greater, or 80 hours per two week period, when such work has been authorised in advance.

Should the employee be working alternative hours, overtime hours and payment provisions in clause 5.18(g) will apply.
- (c) Overtime worked on any day (other than a public holiday) from midnight Sunday/Monday to midnight on the following Friday shall be paid at one and one half times the normal hourly rate of pay (T1.5) for the first three hours and at double the normal hourly rate of pay (T2) thereafter.
- (d) Overtime worked from 2200 until the completion of the rostered night duty Sunday to Friday, or from midnight Friday to midnight Sunday/Monday, or on a public holiday shall be calculated at double the ordinary rate (T2).
- (e) The employee shall not be required to work for more than 12 consecutive hours where their normal shift is of 8 or 10 hours' duration.

### **8.3 Penal Rates**

- (a) Weekend rate - applies to ordinary time (other than overtime) worked after midnight Friday/Saturday until midnight Sunday/Monday shall be paid at time one half (T0.5) in addition to the ordinary hourly rate of pay.
- (b) Public Holiday rate – applies to those hours which are worked on the public holiday. This shall be paid at time one (T1) in addition to the ordinary hourly rate of pay. (See clause 12 for further clarification.)
- (c) Night rate – applies to ordinary hours of duty (other than overtime) that fall between 2000hrs until the completion of a rostered night duty from midnight Sunday/Monday to midnight Friday/Saturday and shall be paid at quarter time (T0.25) in addition to the ordinary hourly rate of pay.

- (d) Overtime and weekend/public holiday or night rates shall not be paid in respect of the same hours, the higher rate will apply.

## **9.0 CALL BACKS**

### **9.1 Call-back occurs when the employee:**

- (i) is called back to work after completing the day's work or duty, and having left the place of employment; or
- (ii) is called back before the normal time of starting work and does not continue working until such normal starting time;

Call-back is to be paid at the appropriate overtime rate (clauses 8.2 (c) and (d)) for a minimum of three hours, or for actual working and travelling time, whichever is the greater, 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.

### **9.2 Transport:** Where the employee does not reside in employer accommodation and they are called back to work outside the employee's normal hours of duty in respect of work which could not be foreseen or prearranged, the Waikato DHB shall either:

- (i) 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
- (ii) reimburse the employee the actual and reasonable travelling expenses 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.

### **9.3** Where the employee is on call the allowance set out in clause 10 below will be paid.

## **10.0 ALLOWANCES**

### **10.1 On Call**

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

10.1.2 The employee if instructed by the employer to be on call during normal off duty hours, shall, be paid an on call allowance of \$8.00 per hour except on Public Holidays when the rate shall be \$10.00 per hour.

10.1.3 The on call allowance is payable for all hours the employee is rostered on call including time covering an actual call out.

10.1.4 Unless by mutual agreement or in emergencies, no employee shall be required to remain on call for more than 40% of the employee's off-duty time in any three-weekly period.

10.1.5 In services where the employer's operational requirements and staffing levels permit, employees working seven day rosters should not be rostered on call on their rostered days off.

10.1.6 An employee who is required to be on call and report on duty within 20 minutes shall have access to an appropriate locator or a cell phone.

## 10.2 Higher Duties

10.2.1A higher duties allowance shall be paid to the employee if, at the request of the employer is substantially performing the duties and carrying the responsibilities of a position or grade higher than the employee's own.

10.2.2 Except as provided for under clause 10.2.3, the higher duties allowance payable shall, from the date of ratification, be \$3.00 per hour provided a minimum of 8 consecutive hours of qualifying service is worked per day or shift.

10.2.3 Where an employee performs the duties of the higher position for more than five consecutive days, (or, for example, three consecutive days when 12 hour shifts are worked, or four consecutive days when working 10 hour shifts) the allowance payable shall be the difference between the current salary of the employee acting in the higher position, and the minimum salary the employee would receive if appointed to that position.

## 10.3 Duly Authorised Officer Allowance

The employee if designated by the Director of Area Mental Health Services to undertake a Duly Authorised Officer role and function as defined in the Mental Health Act (Compulsory Assessment and Treatment) Act 1992; shall receive an annual allowance of \$2,500 per year, pro-rated for a part time employee.

## 10.4 Authorised Officer Allowance

The employee if designated as Authorised Officers to undertake role and function as defined in section 91 of the Substance Addiction (Compulsory Assessment and Treatment) Act 2017; shall receive an annual allowance of \$2,500 per year, pro-rated for a part time employee.

## 10.5 Telephone On-Call

10.5.1 Where an employee is rostered on an on-call roster and receives a work-related telephone call where the issue of patient care can be resolved over the telephone, and that does not result in a call back, they shall be entitled to payment of \$10.00 per call (regardless of the duration of the telephone call).

10.5.2 In order to be eligible for payment, each call must be logged and include a file/case note recording relevant details and advice.

10.5.3 An employee who responds to a call back by the way of telephone (as per 10.5.1 (a) above) and who is subsequently required to return to work in relation to the same matter shall be paid in accordance with clause 9.1 and shall not receive payment under clause 10.5.1 (a) as well.

For clarity a telephone call does not interrupt minimum break between spells of duty and does not constitute "work" for the purposes of determining whether an employee's observance of a Public Holiday is transferred."

Note: Where DHBs already have a superior payment for Telephone On-Call (greater than \$10 per call) this arrangement will remain on place.

## 11.0 REIMBURSING PAYMENTS

11.1 Meal Allowance – The employee if a shift worker who works a qualifying shift of eight hours or the rostered shift, whichever is the greater, and who is required to work more than one hour beyond the end of the shift (excluding any break for a meal) shall be paid a meal allowance of \$7.95, or, at the option of the employer, be provided with a meal.

## 11.2 Annual Practising Certificate

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

- (a) It must be a statutory requirement that a current certificate be held for the performance of duties.
- (b) The employee must be engaged in duties for which the holding of a certificate is a requirement.
- (c) Any payment will be offset to the extent that the employee has received a reimbursement from another employer.
- (d) The employer will only pay one APC unless there are operational requirements for the employee to maintain both nursing and midwifery APCs.

### 11.3 Travelling Expenses and Incidentals

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

11.4 General: In circumstances not addressed by this clause, any expenses incurred on behalf of the employer shall be reimbursed in accordance with Waikato DHB policies.

## 12.0 PUBLIC HOLIDAYS

12.1 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  
 Auckland Anniversary Day.

12.2 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 the 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 the 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 the 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 the employee, subject only to the possible payment of weekend rates in accordance with clause 12.5 below.

- (c) Where the 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 the 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.

- 12.3 In order to maintain essential services, the employer may require the 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.
- 12.4 When the employee works on a public holiday which would otherwise be a working day for the employee, they will be paid at time one (T1) in addition to the ordinary hourly rate of pay, for each hour worked (as per Clause 8.3(b) and they shall be granted an alternative holiday. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.
- 12.5 Should Christmas Day, Boxing Day, New Year's Day or 2 January fall on a Saturday or Sunday, and the 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 12.4 for time worked on the public holiday and then at weekend rates for the time worked on the corresponding weekday. Only one alternative holiday will be granted in respect of each public holiday.
- 12.6 Should Waitangi Day or Anzac Day fall on a Saturday or Sunday, and the 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 12.4 for time worked on the public holiday and then at ordinary rates for the time worked on the Monday. Only one alternative holiday will be granted in respect of each public holiday.
- 12.7 The employee if on call on a public holiday but 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.
- 12.8 The employee if working 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.
- 12.9 Rostered off duty day upon which the employee does not work:
- (a) Fulltime rostered 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 rostered employees –  
Where the employee is part time and their 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 the employee.  
  
Where the employee is part time and their 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.
- 12.10 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, the employee is entitled to that holiday which is not debited against such leave.
  - (b) Leave without pay  
The 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  
The 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.

### 13.0 ANNUAL LEAVE

- 13.1 Unless casual, the employee shall be entitled to 4 weeks annual leave, taken and paid in accordance with the Holidays Act 2003 and subject to the other provisions of this clause. On completion of five years recognised current continuous service the employee shall be entitled to 5 weeks annual leave per year. For the purposes of this clause, "current continuous service" shall include eligible periods of DHB employment as defined in clause 4.

The employee if casual shall be paid 8% of gross taxable earnings in lieu of annual leave to be added to the salary paid for each engagement, or at the discretion of the employer shall accrue four weeks leave per annum.

#### 13.2 Shift Employee

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

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

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

- 13.3 The employee if not employed on shift work as defined in clause 4, who is required to participate on on-call rosters, shall be granted 2 hours leave for each full weekend day they are required to be on-call during normal off duty hours, up to a maximum of 3 days additional leave per annum. Such leave shall be paid at annual leave average and is accumulative. Should the employee work qualifying shifts under sub-clause 13.2 they are not entitled to leave under this subclause.

#### 13.4 Conditions

The employee shall be entitled to annual leave on a pro-rata basis, except that shift leave and on-call leave shall not be pro-rated. Annual leave is to be taken within 12 months of entitlement becoming due. Where the annual leave is not taken within twenty-four (24) months of being accrued and there is no agreement on when the leave is to be taken, the employer may direct the employee to take annual leave with a minimum of four (4) weeks notice.

-Annual leave may be granted in one or more periods.

-In accordance with the Holidays Act 2003, the employee shall be given the opportunity to take two weeks leave at one time.

-Responses to annual leave requests should be provided within a reasonable time of the request being made.

-Annual leave is able to be accrued to a maximum of two years entitlement.

-Annual leave shall be taken to fit in with service/work requirements and the employee's need for rest and recreation.

-When the employee ceases duty, wages shall be paid for accrued annual leave, including shift leave, and the last day of employment shall be the last day worked.

-A part time employee shall be entitled to annual leave on a pro rata basis.

-The employee may anticipate up to one year's annual leave entitlement at the discretion of the employer.

## 14.0 SICK LEAVE

These provisions are agreed to be inclusive of and satisfy the requirements of the Holidays Act 1981 to provide sick leave.

- 14.1 In accordance with the Holidays Act 2003 the employee if full or part time shall on appointment be entitled to ten (10) working days leave for sick or domestic purposes during the first twelve months of employment; and up to an additional ten (10) working days for each subsequent twelve month period.

The employee shall be paid for minimum statutory sick leave entitlement as prescribed in the Holidays Act. Additional contractual or discretionary sick leave that is taken or approved shall be paid at the normal rates of pay (T1 rate only). A medical certificate may be required to support the employee's claim.

- 14.2 In the event an employee has no entitlement left, they are entitled to apply for up to an additional 10 days discretionary sick leave per annum. The first five (5) days of discretionary sick leave shall be approved on the same basis as sick leave under clause 14.1.

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

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

The parties agree that extenuating circumstances will include instances where an employee has exhausted their sick leave entitlement as a result of top-ups to earnings related compensation as a result of injury sustained in an assault by a patient in accordance with Clause 14.10.

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: 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.

Leave granted under this provision may be debited as an advance on the next years' entitlement up to a maximum of 5 days.

- 14.3 At the employer's discretion the employee may be granted further anticipated sick or domestic leave. Any anticipated leave taken in excess of the employee's entitlement at the time of cessation of employment may be deducted from the employee's final pay.

- 14.4 Where the 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:

14.4.1 place the employee on suitable alternative duties; or

14.4.2 direct the employee to take leave on full pay. Such leave shall not be a charge against the employees sick and domestic leave entitlement.

- 14.5 The employee can accumulate their entitlement up to a maximum of 260 days inclusive of legislative sick leave. Any unused portion of the 10 day entitlement, can be carried over from year to year to a maximum of 20 days and will be paid at relevant daily pay, in accordance with the Holidays Act 2003.

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

14.6.1 It does not include absences during or in connection with the birth of the employee's child, annual leave or parental leave should cover such a situation.



14.6.2 At the employer's discretion, the employee may be granted leave without pay, where the employee requires additional time away from work to look after a seriously ill member of the employee's family.

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

14.7 Sick leave 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:

14.7.1 the period of sick leave is more than three days and a medical certificate is produced.

14.7.2 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 14.7 and 14.7.1 above apply.

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

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

14.9 Where the 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.

14.10 Where an employee is incapacitated as a result of a work accident (except where the accident is a workplace assault – see clause 14.11 below), and that employee is on earnings related compensation, then the employer agrees to supplement the employee's compensation by 20% of base salary during the period of incapacitation. This leave shall be taken as a charge against sick leave. The employer may agree to reimburse employees for treatment and other expenses or for financial disadvantage incurred as a result of a work-related accident. This agreement will be on a case by case basis.

14.11 Where an employee is incapacitated as a result of a work place assault, and that employee is on earnings related compensation, then the employer agrees to supplement the employee's compensation up to 100% of normal/ordinary rate of pay during the period of incapacitation. This top up payment shall not be debited against the employee's untaken sick leave entitlement. The employer will reimburse employees for any costs that are incurred that are part charges for ACC agreed treatment and other ACC expenses.

14.12 For non work-related accidents, where the employee requests, the employer shall supplement the employee's compensation by 20% of base salary and this shall be debited against the employee's sick leave.

14.13 The employee if casual is entitled to sick leave in accordance with the Holidays Act 2003.

## **15.0 BEREAVEMENT LEAVE**

15.1 The employer shall approve special bereavement leave on pay for the employee to discharge any obligation and/or to pay respects to a Tupapaku/deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent). The length of time off shall be at the discretion of the employer and should not be unreasonably withheld and will be exercised in accordance with the Holidays Act 2003.

15.2 If bereavement occurs while the employee is absent on annual leave, sick leave on pay or any other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of clause 15.1 above. This provision will not apply if the employee is on leave without pay.

- 15.3 In granting time off therefore, and for how long, the employer must administer these provisions in a culturally appropriate manner, especially in the case of Tangihanga.
- 15.4 The employer agrees that on application, it may be appropriate, to grant leave with or without pay in order to accommodate overseas travel or other special bereavement needs not recognised in clause 15.1 above.

## **16.0 PARENTAL LEAVE**

- 16.1 Statement of principle - The parties acknowledge the following provisions are to protect the rights of the employee during pregnancy and on their return to employment following parental leave and on their return to employment following parental leave and is to be read in conjunction with the Parental Leave and Employment Protection Act 1987 (referred to as the Act in this clause 16), *provided that* where this clause 16 is more favourable to the employee, the provisions of this clause 16 shall prevail. The employee should seek the advice of their manager or Human Resources in applying for parental leave. Advice on parental leave is also available from Employment New Zealand ([www.employment.govt.nz](http://www.employment.govt.nz)). Advice on parental leave payments is available from the Inland Revenue Department ([www.ird.govt.nz](http://www.ird.govt.nz)).
- 16.2 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.
- 16.3 (a) Parental leave of up to 12 months is to be granted to the employee who has had 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 the employee who has had 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.
- 16.4 In cases of adoption of children of under six years of age, parental leave shall be granted in terms of 16.2 and 16.3 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.

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

- 16.5 If the employee is intending to take parental leave they 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.
- 16.6 The commencement of leave shall be in accordance with the provisions of the Paid Parental Leave and Employment Protection Act 1987.
- 16.7 The 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 the employee is 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.

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

16.9 Job protection -

- (a) Subject to 16.10 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, the employee 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, ie: annual leave and sick leave.

16.10 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.

16.10 If the employee declines the offer of appointment to the same or similar position in terms of sub clause 16.9(a) above, parental leave shall cease.

16.11 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.

16.12 Parental leave absence filled by temporary appointee - If a position held open for the 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.

16.13 The employee 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.

- 16.14 Paid Parental Leave – Where an employee takes parental leave under this clause, meets the eligibility criteria in 16.2 (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 this clause.

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

## **17.0 JURY SERVICE/WITNESS LEAVE**

- 17.1 Should the employee be called on for jury service they 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.
- 17.2 The 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).
- 17.3 Where leave on pay is granted, a certificate is to be given to the employee by the employer to the effect that the employee has been granted leave on pay and requesting the Court to complete details of juror's fees and expenses paid. The employee is to pay the fees received to the employer but may retain expenses.
- 17.4 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.
- 17.5 Where the employee is required to be a witness in a matter arising out of his/her employment, he/she shall be granted paid leave at the salary rate consistent with their normal rostered duties. The employee is to pay any fee received to the employer but may retain expenses.

## **18.0 LEAVE TO ATTEND MEETINGS**

- 18.1 The employer shall grant paid leave (at ordinary rates) to the employee if required to attend formal meetings of the New Zealand Nursing Council or the Midwifery Council (except where the matter arises out of employment with another employer),
- 18.2 Paid leave shall also be granted where the employee is required to attend meetings of Boards or Statutory Committees provided that the appointment to the Board or Committee is by ministerial appointment.
- 18.3 Any remuneration received by the employee for the period that paid leave was granted shall be paid to the employer.

## **19.0 LONG SERVICE LEAVE**

- 19.1 Long service leave of one week shall be accumulated by the employee for each five years of current continuous service. Subject to 19.3 and 19.5 previous periods of DHB employment may be included as service, if the break in DHB employment is in accordance with clause 4 limits. However any service period for which a period of long service leave has already been taken or paid out shall not count towards this entitlement.
- 19.2 Long Service Leave will be paid for each week of leave on the same basis as annual leave (clause 13) in accordance with the Holidays Act 2003. This will be based on the employees FTE status at the time of taking the leave.
- 19.3 Any long service leave taken or paid out, shall be deducted from the entitlement and the residue shall become the remaining entitlement. That shall be added to any further accrual, with the leave being taken in accordance with clause 19.1 above.
- 19.4 Leave without pay in excess of three months taken on any one occasion will not be included in the 5 year qualifying period, with the exception of parental leave.
- 19.5 The employer shall pay out any long service leave to which the employee has become entitled but has not taken upon cessation of employment.
- 19.5 In the event of the death of an employee who was eligible for long service leave but has not taken the leave, any monies due will be paid to the deceased estate.

## **20.0 CO-OPERATION CONSULTATION AND MANAGEMENT OF CHANGE**

### **20.1 Management of Change**

- 20.1.1 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. 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.
- 20.1.2 Regular consultation between the employer and the employee is essential on matters of mutual concern and interest. Effective communication between the parties will allow for:
- (a) improved decision making
  - (b) greater co-operation between employer and employees; and
  - (a) a more harmonious, effective, efficient, safe and productive workplace.
- 20.1.3 Therefore, the parties commit themselves to the establishment of effective and ongoing communications on all employee relations matters.
- 20.1.4 Prior to the commencement of any significant change to staffing, structure or work practices, the employer will identify and give reasonable notice to the employee who may be affected to allow them to participate in the consultative process so as to allow substantive input.

### **20.1 Consultation**

- 20.2.1 Consultation involves the statement of a proposal not yet finally decided upon, listening to what others have to say, considering their responses and then deciding what will be done. Consultation clearly requires more than mere prior notification.
- 20.2.2 The requirement for consultation should not be treated perfunctorily or as a mere formality. The person(s) to be consulted must be given sufficient opportunity to express their view or to point to difficulties or problems. If changes are proposed and such changes need to be preceded by consultation, the changes must not be made until after the necessary consultation has taken place.

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

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

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

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

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

- (a) The initiative being consulted about should be presented by the employer as a “proposal” or “proposed intention or plan” which has not yet been finalised.
- (b) Sufficient information must be provided by the employer to enable the party/parties consulted to develop an informed response.
- (c) Sufficient time must be allowed for the consulted party/parties to assess the information and make such response, subject to the overall time constraints within which a decision needs to be made.
- (d) Genuine consideration must be given by the employer to the matters raised in the response.
- (e) The final decision shall be the responsibility of the employer.

The above process shall be completed prior to the implementation of clause 20.3.

### 20.3 Staff Surplus

When as a result of the substantial restructuring of the whole, or any parts, of the employer's operations; either due to the reorganisation, review of work method, change in plant (or like cause), the employer requires a reduction in the number 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 20.3.4 below shall be invoked and decided on a case by case basis in accordance with this clause.

20.3.1 Where the 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.

When condition (b) is not met, the employer may offer a lump payment equivalent to what the difference between the current wage and the new wage would be over a two year period.

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 access to the staff surplus provisions.

20.3.2 Notification of a staffing surplus shall be advised to the affected employee at least one month prior to the date of severance. This date may be varied by agreement between the parties. During this period, the employer and employee 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 the employee, 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).

20.3.3 Nothing in this agreement shall require the employer to pay compensation for redundancy where as a result of restructuring, and following consultation, the employee's position is disestablished and the employee declines an offer of employment that is on terms that are:

- the same as, or no less favourable, than the employee's conditions of employment; and
- in the same capacity as that in which the employee was employed by the employer, or
- in any capacity in which the employee is willing to accept

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 the employee 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 20.3.10 will be applied as a package.

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

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

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

- (a) Where the new job is at a lower salary, an equalisation allowance will be paid to preserve the salary of the employee at the rate paid in the old job at the time of redeployment. The salary can be preserved in the following ways:
  - (i) a lump sum to make up for the loss of basic pay for the next two years (this is not abated by any subsequent salary increases); or
  - (ii) an ongoing allowance for two years equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases).

- (b) Where the new job is within the same local area and extra travelling costs are involved, actual additional travelling expenses by public transport shall be reimbursed for up to 12 months.
- (c) The redeployment may involve the employee undertaking some on-the-job training.
- (d) Transfer provisions will be negotiated on an actual and reasonable basis.

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

#### 20.3.9 Retraining

- (a) Where a skill shortage is identified, the employer may offer the 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.

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

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

- (a) "Service" for the purposes of this sub-clause means total aggregated service with the Waikato DHB, its predecessors and one or more other DHB, but excludes any service with any DHB or their predecessor which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance or similar payment from any DHBs or their predecessors.
- (b) 8.33 per cent of base salary (T1 rate only) for the preceding 12 months, in lieu of notice. This payment shall only be made where the requisite notice cannot be given. Notice that is of a lesser period than required by this document shall require the employer to pay an amount proportionate to the ungiven period of notice. This payment is regardless of length of service; and
- (c) 12 per cent of base salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months' service; and
- (d) 4 per cent of base salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and
- (e) where the period of total aggregated service is less than 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.
- (g) outstanding annual leave and long service leave may be separately cashed up.
- (h) Where there is an offer of redeployment to reduced hours, the employee may elect to take a pro-rata compensatory payment based on the above severance calculation.



#### 20.3.11 Job Search

The employee 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.

#### 20.3.12 Counselling

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

### 21.0 FAMILY FRIENDLY PRACTICES

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

#### 21.1 Reappointment after Absence due to Childcare

21.1.1 Should the employee resign to care for a dependant pre-school child or children they may apply to the employer for preferential re-appointment.

21.1.2 The total period of childcare absence allowed is four years plus any increases in lieu of parental leave. Longer absence renders a person ineligible for preferential appointment.

21.1.3 The employer shall make every effort to find a suitable vacancy for eligible applicants as soon as their eligibility for preferential re-entry is established. Appointment to a position may be made at any time after the original notification of intention to return to work, provided the appointee agrees.

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

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

21.1.6 The employee does not have a right of review against their non-appointment.

#### 21.2 Childcare Facilities

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

### 22.0 FAMILY VIOLENCE LEAVE

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

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

22.3 In addition, any employee experiencing family violence should talk to their manager or Human Resources Department regarding the support available under the DHBs Family Violence (or equivalent) policy.

### 23.0 CONFIDENTIALITY/PUBLIC STATEMENTS

23.1 In recognition of the rights and interests of the public in the health service the employee reserves the right to enter into public debate over matters relevant to their professional expertise and experience.

23.2 If the employee is concerned about any issues regarding their practice, the practice of the employer, or other matters with respect to the operation of the employer, the parties agree that, in the first instance, the matter should be raised in-house as a matter of course with the appropriate manager, or the person responsible for Protected Disclosures.

23.3 Attention is drawn to the Waikato DHB Media Policy and the Privacy Act.

## **24.0 PROFESSIONAL DEVELOPMENT**

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

24.1 The employer shall grant professional development leave of up to 32 hours per calendar year, for the employee if time (pro-rated to no less than 8 hours per calendar year for the employee if part time) who are a registered/enrolled nurse and/or midwife. This leave is to enable the employee to complete qualifications, to attend courses and to undertake research or projects that are relevant to the employer and which facilitate the employee's growth and development. 8 hours per calendar year shall be available for a Health Care Assistant or and Hospital Aide who are preparing to apply for Merit 1 or Merit 2. Prior approval of the employer must be obtained.

24.2 Grants, scholarships, reimbursement and leave practices in existence shall continue in place as before.

24.3 Paid leave to meet organisational and service requirements, and those HPCA requirements not otherwise addressed in this clause, shall be granted in addition to the above provisions. The employer will meet any associated costs.

24.4 Professional development leave will be granted at T1 rate and shall not accumulate from one year to the next.

24.5 Any claim for expenses must be approved in advance and will be considered on a case by case basis.

24.6 New Graduate study days are in addition to those stated above.

24.7 The employee working on preparing a portfolio, obtaining or maintaining skill levels associated with the Professional Development and Recognition Programme are entitled to additional leave in order to undertake research or study associated with meeting the PDRP requirements as follows:

### **Level**

Proficient 1 day p.a.  
Expert / Accomplished 2 days p.a.

24.8 It is acknowledged that designated a senior nurse/midwife may require additional paid opportunities for development.

## **24.9 Professional Development and Recognition or Quality Leadership Programmes (PDRP or QLP)**

In recognition of the importance of increasing the number of expert/accomplished and proficient nurses or leadership and confident midwives, should the employee reach the following levels will receive a pro-rata allowance as long as s/he 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, and shall attract penal rates and overtime.

The rates of these allowances are as follows:

Registered Nurse Expert	\$4,500 p.a.
Registered Nurse Proficient	\$3,000 p.a.
Registered Midwife Leadership	\$4,500 p.a.
Registered Midwife Confident	\$3,000 p.a.
Enrolled Nurse Accomplished	\$4,500 p.a.
Enrolled Nurse Proficient	\$3,000 p.a.

All registered nurses will be able to progress within the pathway, with all required to demonstrate competent level of practice. Achievement of proficient and expert (registered nurses) and proficient and accomplished (enrolled nurses) is voluntary.

All Midwives will be able to progress within the Quality Leadership Programme, with all required to demonstrate competent level of practice. Achievement of the domains of confident and leadership is voluntary.

There will be processes in place to ensure the ongoing national consistency of PDRPs and transportability of recognition between DHBs.

All PDRP's will be aligned to the "*National Framework to Nursing Professional Development and Recognition Programmes*", Nursing Council NZ and HPCA Act requirements.

All QLP's will be aligned to the "*National Framework for a Quality and Leadership Programme*", Midwifery Council and HPCA Act requirements.

### **Principles**

- (a) PDRPs shall be applied in a consistent manner.
- (b) The criteria for differentiating levels for each category of nurse/midwife and for progression shall be standard across the DHB and be based on demonstrated competence and skill acquisition.
- (c) The clinical career/workforce structure requires commitment to education and development of expertise. The employer will provide and facilitate such education.
- (d) No quotas or other in built barriers will be established to limit the numbers at each level of the pathway. Progression through the PDRP shall be based solely on achievement of specified agreed criteria, e.g.: for an expert registered nurse post-registration and post-graduate education may be deemed to be equivalent.
- (e) When transferring either internally or externally, continuity of levels should occur with provision for the employee to meet the competencies for the level in the new area within a negotiated period.
- (f) The employee if in a position, which involves regular rotation between clinical areas, shall maintain their level of practice and shall not be prevented from progressing if they apply for advancement.
- (g) A review/appeals process will be agreed upon and included in any accompanying policy.

#### **24.10 Health Care Assistants / Hospital Aides**

In recognition of the importance of ongoing development for Health Care Assistants/Hospital Aides, the employee who achieves merit criteria will receive an allowance as long as s/he maintains those criteria. This allowance shall be added to the base rate of pay and be payable on all hours worked, and shall attract penal rates and overtime.

The rates of allowances are as follows:

Merit 1	\$1000 p.a.
Merit 2	\$2000 p.a.

### **25.0 POLICIES AND PROCEDURES**

- 25.1 The employee shall comply with the employer's policies and procedures in force from time to time, to the extent that such policies and procedures are not inconsistent with the terms and conditions of this agreement.

#### **25.2 Insurance Protection**

Insurance protection for the employee travelling on work related business is provided in accordance with the employers insurance policy. The provisions of the insurance policy are available through the Human Resources department.

### **25.3 Leave Without Pay**

The employee if fulltime or part-time is able to take leave without pay each year, providing that such leave is mutually agreed between the employer and the employee, and is in accordance with the employer's policy on leave without pay.

### **26.0 INDEMNITY COVER**

The employer undertakes to indemnify the employee, subject to the terms and conditions of the employer's Professional Indemnity/Medical Malpractice Insurance Policy, against actions taken by persons suffering damage as a result of acts or omissions of the employee while acting in the course of their employment.

This indemnity shall not apply if the employee is acting outside of his or her employment, or for any action taken against the employee by their own professional association. The parties agree that the payment of any excess or deductible is the responsibility of the employer.

### **27.0 HEALTH AND SAFETY**

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

27.2 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.

27.3 It shall be the responsibility of the employee to work safely and to report any hazards, accidents or injuries as soon as practicable to their supervisor.

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

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

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

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

### **28.0 ACCIDENTS – TRANSPORT OF INJURED EMPLOYEES**

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.

### **29.0 UNIFORMS AND PROTECTIVE CLOTHING**

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

29.2 Suitable protective clothing shall be provided at the employer's expense where the duty involves a risk of excessive soiling or damage to uniforms or personal clothing or a risk of injury to the employee.

- 29.3 Damage to personal clothing – The 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.
- 29.4 Clothing Allowance – A taxable allowance of \$3.42 per day (or proportionate part thereof for a nurse/midwife employed part-time) shall be paid for each working day on which, because of therapeutic requirements or in the interests of patient care/rehabilitation, the employee is instructed or required in writing, by the employer to wear civilian clothes instead of the normal uniform. Provided that this allowance shall not be payable to tutorial staff, staff wholly or mainly employed in an administrative role, students undertaking classroom tuition, or the employee who, with the employer's permission elect to wear civilian clothing on duty. In the absence of an instruction or requirement by the employer to wear civilian clothes a uniform shall be provided or allowance above shall be paid.

### **30.0 PAYMENT OF WAGES**

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

### **31.0 TERMINATION OF EMPLOYMENT**

#### **31.1 Notice Period**

Either party may terminate the employment agreement with four weeks written notice, unless otherwise negotiated with the employer. Agreement for a shorter notice period will not be unreasonably withheld. When the agreed notice is not given, the unexpired notice may be paid or forfeited by the party failing to give the agreed notice.

This shall not prevent the employer from summarily dismissing the employee without notice for serious misconduct or other good cause in accordance with the Waikato DHB's disciplinary procedures and/or rules of conduct.

#### **31.2 Abandonment of Employment**

Should the employee be absent from work for three consecutive working days without notification to the employer or without appropriate authorisation from the employer will be considered by the employer as having terminated their employment without notice, unless the employee is able to show they were unable to fulfil their obligations under this section through no fault of their own. The employer will make all reasonable efforts to contact the employee during the three days period of unnotified absence.

## **32.0 HARASSMENT PREVENTION**

32.1 The employee 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 32 Resolution of Employment Relationship Problems. Harassment can take many forms, including sexual harassment, bullying, racial harassment, violence, and other forms of intimidating behaviour.

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

- (a) Type of behaviour
  - (i) sex-orientated jibes or abuse;
  - (ii) offensive gestures or comments;
  - (iii) unwanted and deliberate physical contact;
  - (iv) requests for sexual intercourse, including implied or overt promises for preferential treatment or threats concerning present or future employment status.
- (b) Where it may occur
  - (i) among co-workers;
  - (ii) where a supervisor uses position and authority to take sexual advantage of another employee or to control or affect the career, salary or job of that employee;
  - (iii) in dealing with members of the public.
- (c) Responsibilities for supervisors and complainants when dealing with sexual harassment:
  - (i) It is the responsibility of the employer to maintain a work environment free of unwelcome behaviour and to provide a mechanism for reporting sexual harassment, ensuring a fair investigation and avoiding reprisals against the complainant;
  - (ii) Care is to be taken during the investigation of any complaint of sexual harassment and afterwards to prevent any disadvantage to the complainant and care must also be taken to protect the position of other parties if the complaint is found to be unwarranted.
  - (iii) The employer relies on supervisors at all levels to facilitate and encourage proper standards of personal and ethical conduct in the workplace.

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

32.4 Guidelines for Supervisors and Guidelines for Complainants are available in the employer's Human Resources Manual and/or from the Human Resources Department.

### **32.5 Racial Harassment**

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

- (i) expresses hostility against, or brings into contempt or ridicule, the employee on the grounds of race, colour, or ethnic or national origins of the employee; and
- (ii) is hurtful or offensive to the employee (whether or not that is conveyed to the employer or the representative); and
- (iii) has, either by its nature or through repetition, a detrimental effect on the employee's employment, job performance or job satisfaction.

## **33.0 KIWISAVER SUPERANNUATION**

Should the employee become a participant in KiwiSaver the employer and employee agree to the contributions in accordance with the KiwiSaver Act 2006.

### 34.0 RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

An “employment relationship problem” includes:

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

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

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

A “personal grievance” means a claim that the employee:

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

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.

Where any matter comes before the Authority for determination, the Authority must direct the matter to mediation in the first instance. Where mediation has failed or been deemed inappropriate in the circumstances, the Authority will then have the power to investigate the matter.

If the employment relationship problem relates to discrimination or sexual harassment, services available for the resolution of the problem include either application to the Authority for the resolution of this grievance or a complaint under the Human Rights Act 1993, but not both.